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|---|----------------------------------|---|------------------------|---------------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 3 | |
| 2. AMENDMENT/MODIFICATION NO. 02 | 3. EFFECTIVE DATE 14-Jul-2009 | 4. REQUISITION/PURCHASE REQ. NO. N66604-09-MR-31518 | | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY NUWC, NEWPORT DIVISION Simonpietri Drive, Building 11 Newport RI 02841-1706 | CODE N66604 | 7. ADMINISTERED BY (If other than Item 6) DCMA TACTICAL WHEELED VEHICLES CHICAGO 1523 WEST CENTRAL ROAD, BLDG. 203 ARLINGTON HEIGHTS IL 60005-2451 | | CODE S1403A |

| | | |
|--|----------------------------|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Alion - IPS Corporation 10 West 35th Street Chicago IL 60616 | | 9A. AMENDMENT OF SOLICITATION NO. |
| | | 9B. DATED (SEE ITEM 11) |
| | | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4066-N403 |
| | | 10B. DATED (SEE ITEM 13) 01-Jun-2009 |
| CAGE CODE 3UWB7 | FACILITY CODE 035274158 | |

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

| | |
|-------------------------------------|---|
| <input type="checkbox"/> | A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. |
| <input type="checkbox"/> | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| <input checked="" type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) "Administrative", FAR 52.232-22 'Limitation of Funds (APR 1984)' |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

| | | | |
|--|---------------------------------|--|---------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Linda Wilcox, Sr. Contracts Administrator | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR /s/Linda Wilcox (Signature of person authorized to sign) | 15C. DATE SIGNED 15-Jul-2009 | 16B. UNITED STATES OF AMERICA BY /s/ [REDACTED] (Signature of Contracting Officer) | 16C. DATE SIGNED 15-Jul-2009 |

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additional funding.

The total funding for the task order has increased from [REDACTED]
[REDACTED]

The task order value remains the same at [REDACTED]

All other task order terms and conditions remain unchanged.

The conformed Task Order is contained in EDA & the SeaPort Portal.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 Research, design, development, prototyping, integration, testing and evaluation, and engineering technical services for Anti Torpedo, Torpedo Defensive System (ATTDS) technology for Code 824

| Item | Supplies/Services | Qty | Unit Est. Cost | Fixed Fee | CPFF |
|--------|-----------------------------|-----|----------------|-----------|------|
| 1100 | Base Period (RDT&E) (RDT&E) | | | | |
| 110001 | A1 [REDACTED] (RDT&E) | | | | |
| 110002 | A3 [REDACTED] (RDT&E) | | | | |
| 110003 | A3 [REDACTED] (RDT&E) | | | | |
| 1200 | Option 1 (OPN) (OPN) Option | | | | |

For ODC Items:

| Item | Supplies/Services | Qty | Unit Est. Cost |
|--------|---|-----|----------------|
| 3000 | Prime and Subcontractor Travel and Material with applicable burdens excluding fee | | \$0.00 |
| 3100 | Base Period (RDT&E) (RDT&E) | | |
| 310001 | A1 \$1,000 (RDT&E) | | |
| 310002 | A2 \$300,000 | | |

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(RDT&E)

310003 A3 [REDACTED]
(RDT&E)

310004 A3 [REDACTED]
(RDT&E)

3200 Option 1 (OPN) [REDACTED]
(OPN)
Option

For Cost Type Items:

4000 Research, design,
development,
prototyping,
integration,
testing and
evaluation, and
engineering
technical
services for Anti
Torpedo, Torpedo
Defensive System
(ATTDS)
technology for
Code 824

| Item | Supplies/Services | Qty | Unit Est. Cost | Fixed Fee | CPFF |
|------|---------------------------------------|------------|----------------|------------|------------|
| 4100 | Option 2 (RDT&E) (RDT&E) Option | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 4101 | Option 3 (RDT&E) (RDT&E) Option | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 4102 | Option 4 (RDT&E) (RDT&E) Option | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 4103 | Option 5 (RDT&E) (RDT&E) Option | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 4104 | Option 6 (RDT&E) (RDT&E) Option | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 4200 | Option 7 (OPN) (OPN) Option | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 4201 | Option 8 (OPN) (OPN) Option | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| 4202 | Option 9 (OPN) (OPN) | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

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Option

4203 Option 10 (OPN) [REDACTED]
(OPN)
Option

4204 Option 11 (OPN) [REDACTED]
(OPN)
Option

For ODC Items:

Item Supplies/Services Qty Unit Est. Cost

6000 Prime and
Subcontractor
Travel and
Material with
applicable
burdens excluding
fee

\$0.00

6100 Option 2 (RDT&E) [REDACTED]
(RDT&E)
Option

6101 Option 3 (RDT&E) [REDACTED]
(RDT&E)
Option

6102 Option 4 (RDT&E) [REDACTED]
(RDT&E)
Option

6103 Option 5 (RDT&E) [REDACTED]
(RDT&E)
Option

6104 Option 6 (RDT&E) [REDACTED]
(RDT&E)
Option

6200 Option 7 (OPN) [REDACTED]
(OPN)
Option

6201 Option 8 (OPN) [REDACTED]
(OPN)
Option

6202 Option 9 (OPN) [REDACTED]
(OPN)
Option

6203 Option 10 (OPN) [REDACTED]
(OPN)
Option

6204 Option 11 (OPN) [REDACTED]
(OPN)
Option

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B30S LEVEL OF EFFORT - TERM (NOV 2006)

(a) The level of effort of each Contract Line Item Number (CLIN) of this task order is as follows:

| SLIN | Funding | Base or Option # | Gov't Site Hours | Contractor Site Hours |
|------|---------|------------------|------------------|-----------------------|
| 1100 | RDT&E | Base | [REDACTED] | [REDACTED] |
| 4100 | RDT&E | Option 2 | [REDACTED] | [REDACTED] |
| 4101 | RDT&E | Option 3 | [REDACTED] | [REDACTED] |
| 4102 | RDT&E | Option 4 | [REDACTED] | [REDACTED] |
| 4103 | RDT&E | Option 5 | [REDACTED] | [REDACTED] |
| 4104 | RDT&E | Option 6 | [REDACTED] | [REDACTED] |
| 1200 | OPN | Option 1 | [REDACTED] | [REDACTED] |
| 4200 | OPN | Option 7 | [REDACTED] | [REDACTED] |
| 4201 | OPN | Option 8 | [REDACTED] | [REDACTED] |
| 4202 | OPN | Option 9 | [REDACTED] | [REDACTED] |
| 4203 | OPN | Option 10 | [REDACTED] | [REDACTED] |
| 4204 | OPN | Option 11 | [REDACTED] | [REDACTED] |
| | | Total | [REDACTED] | [REDACTED] |

The term of each CLIN is defined in section F of the task order. The total estimated level of effort is expected to occur evenly over the task order term.

(b) In the event that the incurred level of effort exceeds by 5% or less of the task order requirement, but does not exceed the estimated cost of the task order, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (d) below. This understanding does not supersede or change subsection (d) below, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

(c) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether or not the task order is fully funded, applies independently and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(d) The Contractor shall notify the Task Order Ordering Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under the task order in the next 60 days, when added to the level of effort previously expended in the performance of the task order, will exceed 75% of the level of effort established for the task order; or

(2) The level of effort required to perform the task order will be greater than the level of effort established for the task order.

As part of the notification, the Contractor shall provide the Task Order Ordering Officer a revised estimate of the level of effort required to perform the task order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only; i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the task order, shall be entirely within the discretion of the Contracting Officer. In no event, however, shall the fixed fee be increased unless the revised level of effort exceeds the previously established level of effort by more than 10%.

(e) In the event that less than 100% of the established level of effort, or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased, is actually expended by the completion date of the task order, the Government shall have the option of;

(1) Requiring the Contractor to continue performance, subject to the provisions of the limitation of cost clause, or, as applicable, the limitation of funds clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level

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of effort or the fee bearing portion of the last upward revision.

(f) Within thirty days after completion of the base period and each exercised option, the Contractor shall submit the following information in writing directly to the Task Order Ordering Officer, the TOM and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of man-hours of direct labor expended;

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification utilized for performance, including the identification of the key employees utilized;

(3) The Contractor's estimate of the total allowable cost incurred under the task order.

(4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

B42S OPTIONS (JUN 2005)

The additional items of supplies or services available under the Options clause of this task order, the applicable Line Item, and the exercise dates are specified below:

| SLIN | Funding | Base or Option # | Exercise No Later Than |
|-------------|----------------|-------------------------|-------------------------------|
| 4100/6100 | RDT&E | Option 2 | 10/31/2010 |
| 4101/6101 | RDT&E | Option 3 | 12/31/2010 |
| 4102/6102 | RDT&E | Option 4 | 12/31/2011 |
| 4103/6103 | RDT&E | Option 5 | 12/31/2012 |
| 4104/6104 | RDT&E | Option 6 | 10/31/2013 |
| 1200/3200 | OPN | Option 1 | 9/15/2009 |
| 4200/6200 | OPN | Option 7 | 12/31/2009 |
| 4201/6201 | OPN | Option 8 | 12/31/2010 |
| 4202/6202 | OPN | Option 9 | 12/31/2011 |
| 4203/6203 | OPN | Option 10 | 12/31/2012 |
| 4204/6204 | OPN | Option 11 | 10/31/2013 |

B43S OPTIONS AND BASIC AWARD TERM (JAN 2005)

This task order contains options that, if exercised, would go beyond the current contract period of performance. The Government and the Contractor agree that no option will be exercised that exceeds the contract period of performance.

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment. The amount of each such installment is to be in direct ratio of the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled, Level of Effort - Term.

(b) Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 BACKGROUND.

The Naval Undersea Warfare Center Division, Newport (NUWC Division Newport) has been tasked by NAVSEA PMS415 as the Technical Direction Agent (TDA) for Surface Ship Torpedo Defense (SSTD).

The SSTD Programs are a combination of Torpedo Detection, Classification, Localization (TDCL) programs, shipboard towed systems as well as Hard Kill (HK) and Soft Kill (SK) expendable Counter Measures (CM). These programs and systems are either presently under development or, are installed on US Naval Surface Ships. Present Ship boards systems include the AN/SLQ-25A (Nixie) towed CM as well as the ADC MK2 Mod4 Expendable Acoustic CM. Present systems under development include the Anti Torpedo, Torpedo (ATT), as well as many Torpedo Detection, Classification, Localization (TDCL) systems. The present direction of the SSTD Programs is to combine many of the existing fleet systems as well as systems under development, into one functional program called the Anti Torpedo, Torpedo Defensive System (ATTDS). The ATTDS system will include TDCLs from existing shipboard sensor as on Anti Submarine Warfare (ASW) Cruiser Destroyer (CRUDES) ships, as well as new sensors integrated into a modified Nixie system (AN/SLQ-25D) including data processing and Fire control to successfully launch the ATT.

1.1 Development Objectives

The ATTDS Prototype equipment will provide full-spectrum detection and classification, using passive and active organic and augmented acoustic sensors. ATTDS Prototype equipment capabilities will include passive and active detections, feature classification, Bearing Time Range (BTR) tracks and Geo tracks, multi-sensor data fusion and tracking, and sensor command and control. The multi-sensor data fusion and tracking will provide feature fusion, information integration, radar contact negation, and track association capabilities to provide situation assessment. The delivered system will be a completely tested / integrated system capable of providing enhanced active and passive TDCL capability.

The ATTDS Prototype system will be developed to meet the following objectives:

- A. Complete and seamless integration of all CRUDES subsystems and sensors (including AN/SQS-53C, AN/SQR-19, TACI, HACI and radar sensors and using applicable AN/SQQ-89 Functional Segments (new and modified) to perform required Detection, Classification, Localization (DCL) processing using sensor data);
- B. Improved CRUDES capability to detect representative threat torpedoes and provide a target solution in time to support Anti-Torpedo Torpedo prosecution requirements;
- C. Implementation of TDCL capability with minimal impact on ASW performance;
- D. Integration of ONR Classifier and Data Fusion Algorithms in AN/SQQ-89 Functional Segments;

The developed system will be put through a rigorous land based testing phase prior to installation on a ship and testing at sea. Evaluation of ATTDS Prototype capability shall be performed on an instrumented tracking range. Torpedo targets to be used will be representative of current threat scenarios, including both forward and aft sector firing quadrants.

2.0 SCOPE.

The Contractor shall provide services and material to perform the tasks detailed in Section 4.0. The Contractor shall provide research, design, development, prototyping, integration, testing and evaluation, and engineering technical services for ATTDS technology in the following areas:

- A. Modeling and simulation, and system engineering efforts to successfully develop and transition the technology to Advanced Development, Engineering Development, Full Scale Development, Production and Operational systems.
- B. Testing, evaluation and data analysis to determine if the technology significantly improves existing system performance.

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These services will be performed within the scope of the following Seaport-e Basic Statement of Work (SOW) Tasks:

- 3.1 Research and Development Support
- 3.2 Engineering, System Engineering and Process Engineering Support
- 3.3 Modeling, Simulation, Stimulation, and Analysis Support
- 3.4 Prototyping, Pre-Production, Model-Making and Fabrication Support
- 3.5 System Design Documentation and Technical Data Support
- 3.6 Software Engineering, Development, Programming and Network Support
- 3.14 Interoperability, Test and Evaluation, Trials Support

3.0 APPLICABLE DOCUMENTS

In accordance with current acquisition reform tenets, the contractor shall use appropriate contractor in-house procedures and industry standards, in lieu of Government specifications and standards. The contractor's use of Non-Developmental Items (NDI) and Commercial- Off-The-Shelf (COTS) items is fully encouraged to alleviate the unneeded application of formal standards and specifications whenever possible.

The following Government directives are provided for specific guidance for use during the performance of the work required

- 3.1 ATTDS Interface Requirements Document (Phase I)
- 3.2 ATTDS CONOPS
- 3.3 ATTDS Torpedo Detection Classification Localization (TDCL) Performance Specification Phase I
- 3.4 AN/SLQ-25D Performance Specification
- 3.5 ATTDS System Engineering Plan (SEP)
- 3.6 AN/WSQ-11 Torpedo Defense System Countermeasure Set, Anti-Torpedo (CAT) Top Level System Requirements (Draft)

4.0 REQUIREMENTS

(Funding Types – RDT&E and OPN). The contractor shall provide technical and engineering services as detailed in the following tasks. Specific details of each task will be provided by a Technical Instruction (TI).

4.1 Task A: Torpedo Detection, Classification & Localization (DCL) Development, (Type of funds RDT&E).

In accordance with Applicable Documents 3.1, 3.2, 3.3 and 3.4, the contractor shall design and develop a Prototype Engineering Model using GFI 6.1, 6.2, and 6.3. The Prototype Engineering Model is to be used for the Detection, Classification and Localization of threat torpedoes from designated surface ships. The ATTDS Prototype Engineering Model shall be an integrated system of systems consisting of both new development items and modified systems and making use of in-service acoustic sensors.

A. The contractor shall design, build, integrate and test a Prototype Engineering Model capable of solving the DCL problem in accordance with Phase I requirements identified in Applicable Documents 3.2 and 3.3 and in accordance with GFI 6.2 and 6.3. The Prototype Model shall comprise hardware and associated software, and shall include the use of active and passive acoustic and non-acoustic sensors. System design shall be documented in a System/Subsystem Design Description and system performance requirements and design data shall be documented in detailed contractor software specifications and Developmental Design Drawing Packages.

B. The contractor shall develop software to support the operation and control of in-water acoustic components. In addition, the contractor shall use detector algorithms, Classifier algorithms, Tracker algorithms, Data fusion, and fire control data from existing surface ship sensors and system or prototype sensors and systems. Software shall be transferable between existing shipboard system and functional segments to stand alone type systems. Prior to commencement of software development, the contractor shall submit and obtain government approval of a Software Development Plan. The contractor shall document software design in the Software Design Description.

C. The contractor shall prepare document test plan/procedures, perform software tests to verify performance requirements and document test plans/procedures in a Software Design Description.

D. The contractor shall develop Software Product Specification and software Version Description Document for all software to be delivered to the government.

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E. The contractor shall integrate developed software and/or hardware components and shall conduct integration testing on the hardware.

F. The contractor shall attend the following reviews in order to present material identifying system development status and issues: Systems Requirements Review, System Design Review, Preliminary Design Review and Critical.

4.1.1 Deliverable Product and Schedule:

Data Deliverables:

System/Subsystem Design Description in accordance with A005
Software Requirements Specification in accordance with A006
Software Development Plan in accordance with A003
Interface Control Document in accordance with A017
Hardware Specifications in accordance with A007
Developmental Design Drawing Packages in accordance with A018
Software Design Description in accordance with A009
Software Product Specification in accordance with A010
Software Version Document in accordance with A011
Prototype Software Source Code in accordance with A019
Presentation Materials in accordance with A015

Hardware Deliverables:

The contractor shall deliver Prototype Hardware

4.1.2 Performance Standards:

All documentation shall be clear, complete, accurate and be consistent with referenced government standards, Applicable Documents and Government Furnished Information.

Presentation materials shall be complete, accurate, and address all elements identified in Government Furnished Information.

4.2 Task B: Test & Evaluation/Data Analysis, (Type of funds RDT&E).

To verify requirements identified in Applicable Documents 3.2 and 3.3, and in GFI 6.1 and 6.2, the contractor shall conduct tests to verify prototype system performance using GFI 6.5. The contractor shall provide test procedures, conduct test execution and provide evaluation of subsystems as well as overall system effectiveness. The contractor shall perform the following:

A. In preparation for subsystem or system level testing the contractor shall develop detailed test procedures to be used to support the execution of testing in accordance with plans documented in GFI 6.5.

B. Prior to the commencement of testing, the contractor shall perform a technical assessment of hardware/software system and provide report findings.

C. The contractor shall conduct both land based and at sea tests to evaluate system performance. Land Based Testing shall include testing using GFE at the Land Based Test Facility (LBITS) at NUWC DIVNPT and at contractor facilities. The contractor shall provide quick look test reports.

D. The contractor shall develop and use performance analysis tools to record, extract and analyze data during the testing periods and conduct detailed post tests data analysis. Analysis results and final system performance shall be documented in Test / Inspection Reports.

E. Prior to the commencement of at-sea testing, the contractor shall conduct a Test Readiness Review (TRR). The contractor shall prepare and present required presentation material identifying product maturity, land based test status and overall test readiness.

4.2.1 Deliverable Product and Schedule:

Data Deliverables:

Test Procedures In Accordance With A013
Test / Inspection Report In Accordance With A014
Presentation Materials In Accordance With A015
Technical Assessment Report In Accordance With A016

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4.2.2 Performance Standards:

All documentation shall be clear, complete, accurate, and be consistent with referenced government standards, Applicable Documents, and Government Furnished Information.

Presentation materials shall be complete, accurate, and address all elements identified in Government Furnished Information.

4.3 Task C: Modeling & Simulation (M&S), (Type of funds RDT&E).

In accordance with Applicable Documents 3.1, 3.2 and 3.3, the contractor shall conduct modeling and simulation studies and design, build and test a SIM/STIM system for DCL using GFI 6.4. The contractor shall perform the following tasks:

A. The contractor shall perform M&S studies. Studies shall include sonar equation analyses, acoustic and environmental propagation loss, detailed active/transmit and passive/receive acoustic sensor characteristics as well as either simulated signal processing characterization or, interfacing and using hardware in the loop. Models will use software such as, CASS GRAB, finite element analysis and MATLAB. The studies shall be documented in technical report documents.

B. The contractor shall design, develop and test element level acoustic simulations (SIM/STIM) for hardware-in-the loop system analysis that could be used with detectors, classifiers, trackers and data fusion subsystems. The source code shall be documented in the Prototype Software Source Code document.

C. The contractor shall develop detailed requirements for hardware and software system that shall meet the government performance specifications (provided in GFI 6.1 and 6.2). These requirements shall be documented in the Software Requirements Specifications and the Hardware Specifications. Upon Government approval, the contractor shall fabricate, test and deliver hardware.

4.3.1 Deliverable Product and Schedule:

Data Deliverables:

Technical Reports – Study Services in accordance with A004

Software Requirements Specifications in accordance with A006

Hardware Specifications in accordance with A007

Prototype Software Source Code in accordance with A019

Hardware Deliverables:

The contractor shall deliver Prototype Hardware.

4.3.2 Performance Standards:

All documentation shall be clear, complete, accurate, and be consistent with referenced government standards, Applicable Documents, and Government Furnished Information.

Developed models will use software such as, but not be limited to, CASS GRAB, finite element analysis and MATLAB.

4.4 Task D: System Engineering, (Type of funds RDT&E).

In accordance with requirements identified in Applicable Documents 3.3, 3.5 and 3.6, the contractor shall perform system engineering technology assessment and readiness reviews for new development underwater acoustic devices, detector, classification, tracker and data fusion algorithm technology transition, using GFI 6.4. The contractor shall perform the following:

A. The contractor shall conduct special studies for system tradeoffs, risk mitigation and system optimization. Studies trade-off analyses shall include detailed interface requirements for hardware and software systems. These studies shall be documented in technical report documents.

B. The contractor shall provide technical program services, including preparation, review, editing, and updating of technical documentation. The contractor shall develop operating procedures and guidelines, technical reports, functional descriptions, fleet briefing and training materials, Material Assistance Modules (MAMs), and presentation data. These studies / documents shall be provided in technical report documents, training materials and presentation materials.

4.4.1 Deliverables Product and Schedule:

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Data Deliverables:

Technical Reports – Study Services in accordance with A008
 Training Materials in accordance with A012
 Presentation Materials in accordance with A015

4.4.2 Performance Standards:

All documentation shall be clear, complete, accurate, and be consistent with referenced government standards, Applicable Documents, and Government Furnished Information.

Presentation materials shall be complete, accurate, and address all elements identified in Government Furnished Information.

4.5 Task E: Modification of Systems to Support Implementation Torpedo Detection, Classification & Localization (DCL) System, (Type of funds OPN).

In accordance with Applicable Documents 3.1, 3.2 and 3.3, the contractor shall perform modification/upgrade of existing shipboard systems required to support implementation of the ATTDS Prototype Engineering Model using GFI 6.1, 6.2, and 6.3. The contractor shall perform the following development tasks:

A. The contractor shall modify existing hardware/software specifications to document changes in requirements of hardware and software systems.

B. The contractor shall modify hardware and/or software in support of operation and control of in-water acoustic components. In addition, the contractor shall modify the detector algorithms, Classifier algorithms, Tracker algorithms, Data fusion, and fire control hardware and/or software.

C. The contractor shall document modifications to the software performance requirements and design data through modifications to AN/SQQ-89 Functional Segment software specifications and Developmental Design Drawing Packages.

D. Prior to commencement of software modification, the contractor shall submit and obtain government approval of a Software Development Plan, identifying all software modifications to be performed. The contractor shall document software design through modifications to AN/SQQ-89 Software Design Documents. The contractor shall perform software test to verify performance requirements and shall document test plans/procedures in a Software Design Description.

E. The contractor shall update Software Product Specification and Software Version Description Document for all software to be modified.

F. The contractor shall perform integration of modified software and/or hardware components and shall perform integration testing on the system. Upon Government approval, the contractor shall deliver hardware.

G. The contractor shall attend the following reviews in order to present material identifying system development status and issues: Systems Requirements Review, System Design Review, Preliminary Design Review and Critical Design Review.

4.5.1 Deliverable Product and Schedule:

Data Deliverables:

Software Requirements Specifications in accordance with A006
 Software Development Plan in accordance with A003
 Hardware Specifications in accordance with A007
 Software Design Description in accordance with A009
 Software Product Specification in accordance with A010
 Software Version Document in accordance with A011
 Presentation Materials in accordance with A015
 Developmental Design Drawing Package in accordance with A018\
 Modified Software Source Code in accordance with A019

Hardware Deliverables:

The contractor shall deliver Modified Hardware.

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4.5.2 Performance Standards:

All documentation shall be clear, complete, accurate, and be consistent with referenced government standards, Applicable Documents, and Government Furnished Information.

Presentation materials shall be complete, accurate, and address all elements identified in Government Furnished Information.

4.6 Task F: Test & Evaluation/Data Analysis, (Type of funds OPN).

To verify requirements identified in Applicable Documents 3.2 and 3.3, and in GFI 6.1 and 6.2, the contractor shall conduct tests to verify Low Rate Initial Production (LRIP) system performance using GFI 6.5. The contractor shall be responsible for test procedures, test execution and evaluation of subsystems as well as overall system effectiveness. The contractor shall perform the following:

A. In preparation for subsystem or system level testing the contractor shall outline detailed test procedures to be used to support the execution of testing in accordance with plans documented in GFI 6.5.

B. Prior to the commencement of testing, the contractor shall perform a technical assessment of hardware/software system and issue a report to the government.

C. The contractor shall conduct both land based and at sea tests to evaluate system performance. Land Based Testing shall include testing at contractor facilities and using GFE at the Land Based Test Facility (LBITS) at NUWCDIVNPT. The contractor shall provide quick look test reports.

D. The contractor shall use performance analysis tools to record, extract and analyze data during the testing periods and conduct detailed post tests data analysis. Analysis results and final system performance shall be documented in Test / Inspection Reports.

E. Prior to the commencement of at-sea testing, the contractor shall conduct a Test Readiness Review (TRR). The contractor shall prepare and present required presentation material identifying product maturity, land based test status and overall test readiness.

4.6.1 Deliverable Product and Schedule:

Data Deliverables:

Test Procedures in accordance with A013

Test / Inspection Report in accordance with A014

Presentation Materials in accordance with A015

Technical Assessment Report in accordance with A016

Performance Standards:

All documentation shall be clear, complete, accurate, and be consistent with referenced government standards, Applicable Documents, and Government Furnished Information.

Presentation materials shall be complete, accurate, and address all elements identified in Government Furnished Information.

4.7 Task G: System Engineering, (Type of funds OPN).

In accordance with requirements identified in Applicable Documents 3.3, 3.5 and 3.6, the contractor shall perform system engineering technology assessment and readiness reviews on Torpedo Detection Classification and Localization (DCL) systems for modifications to in-service hardware and software, using GFI 6.4. The contractor shall perform the following:

A. The contractor shall conduct special studies for system tradeoffs, risk mitigation and system optimization. Studies trade-off analyses shall include detailed interface requirements for hardware and software systems. These studies shall be documented in technical report documents.

B. The contractor shall provide technical program support, including modification, review, editing, and updating of technical documentation. Documentation shall include operating procedures and guidelines, technical reports, functional descriptions, fleet briefing and training materials, Material Assistance Modules (MAMs), and presentation data. These studies / documents shall be provided in technical report documents, training materials and presentation materials.

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4.7.1 Deliverables Product and Schedule:

Data Deliverables:

Technical Reports – Study Services in accordance with A008

Training Materials in accordance with A012

Presentation Materials in accordance with A015

4.7.2 Performance Standards:

All documentation shall be clear, complete, accurate, and be consistent with referenced government standards, Applicable Documents and Government Furnished Information.

Presentation materials shall be complete, accurate, and address all elements identified in Government Furnished Information.

4.8 Program/financial management information (type of funds, opn and rdt&E)

The contractor shall provide cumulative program, financial and subcontract management, information to be used by the government to organize, coordinate and control all tasks. The contractor shall generate, update and submit quarterly Project Planning Charts and monthly Cost Status Reports.

4.8.1 Deliverables Product and Schedule:

Data Deliverables:

Technical Reports – Cumulative Contract Performance Report in accordance with A001

Technical Reports – Cumulative Program Schedules in accordance with A002

4.8.2 Performance Standards:

All documentation shall be clear, complete, accurate, and be consistent with referenced government standards, Applicable Documents and Government Furnished Information.

5.0 PROGRESS REPORTS. The contractor shall submit monthly Technical and Financial Progress Reports in accordance with Clause C16, Cost and Performance Reporting, of the Basic Contract.

6.0 Government Furnished Information (GFI).

The following information/equipment is required:

6.1 Hardware Performance Specifications - Performance specifications for hardware components of the Prototype Engineering Model. Requirements shall include physical requirements, electrical characteristics, environmental requirements and design and construction requirements.

6.2 Software Performance Specifications - High level performance requirements for all software to be developed as components of the Prototype Engineering Model.

6.3 TDCL Mission Package - Source code, and associated documentation (requirements and design specifications) for AN/SQQ-89 Functional Segments required for active acoustic processing, data fusion, classifier, data recording capability and other TDCL related Functional Segment software. TDCL Mission Package software previously provided by IWS 5 (PAFS/TRAFS, MFA, HPP, and SPPFS) is authorized for use in this effort.

6.4 Acoustic/Threat Data - Information to support DCL algorithm development. This information may include documents and data sets containing threat or acoustic background information. Data is to be required within 30 days of request from the contractor.

6.5 At-Sea Test Plan Documentation – Test Plans for all at-sea test events. Test planning data shall include identification of scenarios, test events and roles and responsibilities.

7.0 Quality Surveillance and Performance Standards.

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables.

The Government will evaluate contractor performance in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in task paragraphs.

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Responsiveness will be evaluated based upon the government interaction with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet Task Order and/or CDRL schedules. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

C16S COST AND PERFORMANCE REPORTING (MAY 2005)

(a) The Contractor agrees to provide the Contractor's Funds and Man-hour Expenditure Report in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System within sixty (60) days after the date of task order award. Failure to comply with this requirement may result in task order termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel and other contract charges.

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Task Order Manager identified in the task order.

(2) Scope and Content.

(i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.

(ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.

(3) Submission and Approval.

(i) Submit report at least once per month beginning 30 days after task order award. Approval will be indicated by e-mail notification from eCraft.

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 119 .

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. References to costs are meant to be at a summary level. Preparation instructions follow.

(1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.

(2) Content.

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number and task order number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report task order schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart.

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions beyond the scope of the task order. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

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(v) Report all trips and significant results.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as emails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(3) Submission and Approval.

(i) Submission. Submit report monthly beginning 30 days after task order award.

(ii) Distribution. Provide one original copy to the Task Order Manager. Additional copies shall be provided to:

(iii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code .

(iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the Task Order Ordering Officer.

C24S SECURITY REQUIREMENTS (OCT 2004)

The Contractor shall comply with the attached DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25S ACCESS TO GOVERNMENT SITE (APR 2008)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at:

<http://www.opm.gov/forms/index.asp>

Contractor personnel requiring a Common Access Card, access to controlled unclassified information (CUI) and/or user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without control to identify and deny sensitive information, are required to have a favorably adjudicated NACLCL.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and

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Health Information for Contractors” prior to commencing performance at any NUWCDIVNPT site. This document is available at:

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(c) The contractor shall ensure that each contractor employee reads the document entitled, “NUWC Environmental Policy” prior to commencing performance at any NUWCDIVNPT site. This document is available at

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(d) The contractor shall ensure that each contractor employee who is resident at any NUWCDIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWCDIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at

<http://www.nuwc.navy.mil/npt/Visit/visit.htm>

(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWCDIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C54S UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other task order, the contractor believes that any task order contains outdated or different versions of any specifications or standards, the contractor may request that all of its task orders be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the task order in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the task order.

C55S Software Development Requirements (NAVSEA) (DEC 2006)

(a) The contractor shall define a general Software Development Plan (SDP) appropriate for the computer software effort to be performed under this contract. The SDP shall, at a minimum:

(1) Define the contractor's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/EIA Std. 12207.0;

(2) Contain the information defined by IEEE/EIA Std. 12207.1, section 5.2.1 (generic content) and the Plans and Procedures in Table 1 of IEEE/EIA Std. 12207.1. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted;

(3) Identify the specific standards, methods, tools, actions, strategies, and responsibilities associated with development and qualification;

(4) Document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE/EIA Std. 12207 as appropriate. Such processes shall be equivalent to those articulated by CMMI@;

(5) Include the content defined by all information items listed in Table 1 of IEEE/EIA Std. 12207.1, as appropriate for the system and be consistent with the processes proposed by the developers;

(6) Adhere to the characteristics defined in section 4.2.3 of IEEE/EIA Std. 12207, as appropriate;

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(7) Describe the overall life cycle and include primary, supporting, and organizational processes based on the work content of this contract;

(8) Be in accordance with the framework defined in IEEE/EIA Std. 12207.0, including, but not limited to, defining the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks;

(9) Contain a level of information sufficient to allow the use of the SDP as the full guidance for the developers. In accordance with section 6.5.3a of IEEE/EIA Std. 12207.1, such information shall at a minimum contain, specific standards, methods, tools, actions, reuse strategy, and responsibility associated with the development and qualification of all requirements, including safety and security.

(b) The SDP shall be delivered to the Government for concurrence under CDRL A020 and shall not vary significantly from that proposed to the Government for evaluation for award. The contractor shall follow the Government concurred with SDP for all computer software to be developed or maintained under this effort. Any changes, modifications, additions or substitutions to the SDP also require prior Government concurrence.

C57S EXCEPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

(a) The Government has determined that this procurement is an exception to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194).

(b) Notwithstanding that an exception exists, the Contractor may furnish items or services provided under this order that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

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SECTION D PACKAGING AND MARKING

D21S DELIVERY, CONTROL, AND MARKING OF TECHNICAL DATA (SEP 2004)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.
- (d) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

- (f) Some of the data deliverables under this task order may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:

Contractor's Business Address

Task Order Dollar Amount

Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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SECTION E INSPECTION AND ACCEPTANCE

E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)

Inspection and acceptance shall be performed in accordance with the basic contract.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

| SLIN | Funding | Base or Option # | POP |
|-------------|----------------|-----------------------------|-----------------|
| 1100/3100 | RDT&E | Base | 6/1/09-7/31/10 |
| 4100/6100 | RDT&E | Option 2 | 8/1/10-9/30/10 |
| 4101/6101 | RDT&E | Option 3 | 10/1/10-9/30/11 |
| 4102/6102 | RDT&E | Option 4 | 10/1/11-9/30/12 |
| 4103/6103 | RDT&E | Option 5 | 10/1/12-9/30/13 |
| 4104/6104 | RDT&E | Option 6 | 10/1/13-5/31/14 |
| 1200/3200 | OPN | Option 1 | 6/1/09-9/30/09 |
| 4200/6200 | OPN | Option 7 | 10/1/09-9/30/10 |
| 4201/6201 | OPN | Option 8 | 10/1/10-9/30/11 |
| 4202/6202 | OPN | Option 9 | 10/1/11-9/30/12 |
| 4203/6203 | OPN | Option 10 | 10/1/12-9/30/13 |
| 4204/6204 | OPN | Option 11 | 10/1/13-5/31/14 |

F18S DELIVERY AT DESTINATION (JUN 2004)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer

Naval Undersea Warfare Center, Division Newport

Naval Station Newport, Bldg. 47

47 Chandler Street

Newport, RI 02841-1708

F22S DELIVERY OF DATA (JUN 2004)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this task order. Any change in the delivery of data must be made by a formal task order modification.

F30S PLACE OF PERFORMANCE (APR 2005)

Work will be performed at NUWC DIVNPT, Contractor's facility or other locations, as required by the statement of work.

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SECTION G CONTRACT ADMINISTRATION DATA

G1S SUBMISSION OF INVOICES -- COST REIMBURSEMENT (AUG 2005)

The Contractor shall submit invoices and any necessary supporting documentation, in accordance with the basic contract. Also, the Contractor shall provide duplicate information to the Electronic Cost Reporting and Financial Tracking (eCraft) system.

G2S INVOICE INSTRUCTIONS (NAVSEA - AUG 2007) (NOV 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Undersea Warfare Center Division, Newport, Rhode Island (NUWCDIVNPT) utilizes the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this order. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this order shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document

| | |
|-------------------------|---|
| X | Cost Voucher (Cost Reimbursable, T&M , LH, or FPI) <i>Contractors MUST attach a completed SF-1035 in WAWF</i> |
| Applies to CLINs/SLINS: | |
| Issue DODAAC | N66604 |
| Admin DODAAC | S1403A |
| Pay Office DODAAC | HQ0339 |
| DCAA Auditor | HAA643 |
| Service Approver DODAAC | N66604 |
| LPO DODAAC | N66604 |

ATTN CONTRACTORS:

(1) CLIN/SLIN/ACRN information must be included on all WAWF submissions.

(2) Your AAA WAWF fill-in is in your line of accounting associated with the CLIN/SLIN/ACRN you are billing. It is six (6) positions in length. Examples of it's location follow. The numbers underlined are the AAA's.

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A1: 97X4930.NH6A 000 77777 0 066604 2F 000000 111111111111
AA: 97X4930.NH6A 000 77777 0 066604 2F 000000 222222222222
A1: 1781811.H230 310 TTTTTT 0 068342 2D 000000 333333333333
AA: 1781811.H230 310 TTTTTT 0 068342 2D 000000 444444444444

(3) Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

| |
|--|
| Send Additional Email Notification To: |
| [REDACTED] |
| [REDACTED] |

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the Government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NUWCDIVNPT WAWF point of contact, [REDACTED]. For financial questions about WAWF, please contact [REDACTED].

GIOS CONTRACTUAL AUTHORITY AND COMMUNICATIONS (AUG 2005)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Task Order Ordering Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. Unless otherwise noted, all references to "Ordering Officer" or "OO" in the text of this task order and the basic contract refer to the Task Order Ordering Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Task Order Ordering Officer at any time.

(b) Authority: The Task Order Ordering Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Task Order Ordering Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing

and signed by the Task Order Ordering Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Ordering Officer is:

Name: [REDACTED]

Telephone: Commercial: 401-832-3230; DSN: 432-3230

Fax: Commercial: 401-832-4820; DSN: 432-4820

[REDACTED]

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(d) The Task Order Negotiator is:

Name: [REDACTED]

Telephone: Commercial: 401-832-7937; DSN 432-7937

Fax: Commercial: 401-832-4820; DSN: 432-4820
[REDACTED]
[REDACTED]

G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(MAY 2006)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) TASK ORDER ORDERING OFFICER RETAINED FUNCTIONS. The Task Order Ordering Officer retains the administrative functions described in FAR 42.302(a) and listed below. These functions will be accomplished as set forth in the attached JA4S Task Order Administration Plan.

(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) TASK ORDER ACO DELEGATED FUNCTIONS. The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All other functions of FAR 42.302(a) except (3), (22), (25), (29), (40), (44), (45), (46), (47), (51), (59), (62), (63), (64), and (70).

(2) The function of FAR 42.302(b)(6).

(d) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Task Order Ordering Officer to delegate additional functions as necessary. The Task Order Ordering Officer may delegate authority by letter.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

The contractor's senior technical representative, point of contact for performance under this task order is:

Name: W. David Rahr
Title: Program Manager
Mailing Address: Alion Science and Technology Corporation
240 Oral School Road
Suite 105
Mystic, CT 06355

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E-Mail Address: wrahr@alionscience.com
Telephone: (860) 415-2223
Fax: (860) 245-3640

G17S TOM APPOINTMENT (AUG 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Name: [REDACTED]
Code: 8242
Mailing Address: Naval Undersea Warfare Center Division, Newport, 1176 Howell Street, Building: 149, B-1, F-1, Rm-107D-1, Newport, RI 02841
Telephone: 401-832-3406
DSN 432-3406
[REDACTED]

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

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Accounting Data
SLINID  PR Number      Amount
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110001  N66604-9148-8425-2009 [REDACTED]
LLA :
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 82401K382409
Standard Number: 0143359

310001  N66604-9148-8403-2009 [REDACTED]
LLA :
A1 97X4930.NH6A 000 77777 0 066604 2F 000000 82401K382409
Standard Number: 0143359

MOD 02

110002  N66604-9187-5098-2009 [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 82401G256889
Standard Number: 0143359

110003  N66604-9168-1876-2009 [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 82401G256889
Standard Number: 0143359

310002  N66604-9181-4161-2009 [REDACTED]
LLA :
A2 1791319.H4NZ 253 SASUB 0 068342 2D 007440 F02250000010
Standard Number: 0143359

310003  N66604-9181-4167-2009 [REDACTED]
LLA :
A3 97X4930.NH6A 000 77777 0 066604 2F 000000 82401G256889
Standard Number: 0143359

310004  N66604-9168-1880-2009 [REDACTED]
LLA :
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A3 97X4930.NH6A 000 77777 0 066604 2F 000000 82401G256889
Standard Number: 0143359

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H10S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-1

(a) In accordance with FAR 9.505-1; whereas this task order provides for systems engineering and technical direction (SETD), the Contractor agrees not to be a supplier to the Department of Defense, a subcontract supplier, or a consultant to a supplier of any system or subsystems for which the SETD functions are performed hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems or their subsystems extends for a period of one year after the term of this contract.

(b) For the purpose of this clause, the term “Contractor” means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(c) The Contractor shall, within 15 days after the effective date of this task order, provide, in writing, to the Task Order Ordering Officer, a certification that all employees, agents and subcontractors involved in the performance of this task order have been informed of the provisions of this clause.

(d) Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The prohibitions imposed by this clause may be waived by the Task Order Ordering Officer.

(f) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

(g) This clause applies to Statement of Work task(s): 4.4 & 4.7

H13S ORGANIZATIONAL CONFLICT OF INTEREST - FAR 9.505-3

(a) In accordance with FAR 9.505-3; whereas this task order provides for the technical evaluation of other Contractors’ products or services or provides for the furnishing of management support services, the Contractor agrees that it shall not furnish to the United States Government, either as a prime contractor, as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, subsystem or component which is the subject of work under this contract, except that it may, under the circumstances stated in paragraph (e) below, participate in related Integrated Product Teams (IPT’s). This prohibition is effective during the term of the task order.

(b) The Contractor further agrees that its employees, agents or subcontractors shall not disclose to any individual, company or Government representative* any information relating to current or proposed Government budgetary information, acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed under this task order, unless so directed by the Task Order Ordering Officer. The Contractor also agrees that it shall promptly notify the Task Order Ordering Officer of any attempt by an individual, company or Government representative* to gain access to such information. Such notification shall include the name and organization, if available, of the individual, company or Government representative seeking access to such information.

(c) For the purpose of this clause, the term “Contractor” means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor of the Contractor.

(d) Any subcontractor which performs any work relative to this task order shall be subject to this clause. The Contractor shall include these provisions in all subcontracts and shall substitute “subcontractor” for “contractor”

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where appropriate.

(e) If the contractor is tasked by NUWC to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor may participate without the need for any notification to the Task Order Ordering Officer. If the contractor is tasked by some other Government office to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor may participate without advance approval but shall notify the Task Order Ordering Officer within 5 calendar days of the request. If the contractor is tasked by a non-Government entity (e.g. another contractor) to participate in an IPT related to any system, subsystem or component which is the subject of work under this task order, the contractor shall not begin work on the IPT task without obtaining authorization from the Task Order Ordering Officer of this task order. The contractor shall notify the Task Order Ordering Officer of this task order in writing, describing the IPT effort, listing the probable participants, providing a justification for the contractor's participation, and describing the safeguards which will be established to ensure the contractor's objectivity for this task order. Within 15 days of receiving the notification, the Task Order Ordering Officer will consider whether the contractor's objectivity will be affected and will issue a determination to the contractor.

(f) The Contractor certifies and warrants that to the best of its knowledge and belief the contractor does not have any organizational conflict of interest as defined in paragraph (a). The contractor shall inform all employees, subcontractors, consultants, and agents involved in the performance of this task order of the provisions of this clause.

(g) In the event the Contractor, or any of its employees, agents or subcontractors fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under this task order and under the Federal law of contracts. Noncompliance with the provisions of this clause may also adversely affect the determination of contractor responsibility in future Government acquisitions.

(h) If it is in the best interests of the Government, the prohibitions imposed by this clause may be waived by the Task Order Ordering Officer.

(i) This clause applies to Statement of Work task(s): 4.2 & 4.6

* Government Representative is defined as any Government employee, either military or civilian, not directly involved in the effort to be performed under this task order.

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H24S PROHIBITION ON TELECOMMUNICATIONS (OCT 2006)

The contractor is expressly prohibited from purchasing any telecommunication devices (i.e. satellite telephones, cell phones, pagers, blackberry, two way radios, walkie-talkies, etc. or any associated accessories) without the written approval of the contracting officer on an item by item basis.

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

Additional funds are hereby provided for continued performance. The total funding obligated for performance is

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therefore increased from [REDACTED]. The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

NUWC Accrual Date: November 30 2009

H38S TECHNICAL INSTRUCTIONS (FEB 2009)

(a) A Technical Instruction (TI) is written guidance or specific direction to the contractor within the scope of the task order Statement of Work (SOW).

(b) When necessary, the Government will issue Technical Instructions (TI's) to provide clarification or details of specific tasks set forth in the task order Statement of Work (SOW). However, TI's may not be used to:

- (1) assign work not covered by the scope of the task order (it is not a modification to the task order),
- (2) direct a change as defined in the contract clause entitled "Changes",
- (3) increase or decrease the task order's estimated cost, its fixed fee or award fee, its total level of effort, or the time required for contract performance; or
- (4) change any of the terms, conditions or specifications of the basic contract or task order.

(c) Normally, the Task Order Manager (TOM) will issue the TI, although it may be issued by the Task Order Ordering/Contracting Officer. The TI may be based on technical discussions with the Contractor. However, the TOM can only perform one of the following functions: (1) initiate the requirement for the task order, (2) place TI's, or (3) perform receipt, inspection, and acceptance of the services. If circumstances preclude an individual TOM from performing a single function, then, at a minimum, the individual TOM responsible for placing the TI shall not perform receipt, inspection, and acceptance.

(d) In an urgent situation, if funding is already available (see paragraph (f)), the TOM may provide oral direction to the contractor, but any oral direction must be formalized in writing within 5 working days. A TI is effective only after it is signed by the TOM and delivered, mailed, or electronically transmitted to a contractor representative. Subsequent TIs may revise the original TI. The contractor shall not initiate work unless the work has been defined by a TI.

(e) As a minimum, TI's shall include the following data:

- (1) Contract number, task order number and TI number,
- (2) Effective date (if different from date of the TI),
- (3) Technical directions or clarifications, stated in a clear and unambiguous fashion
- (4) Specific reference to relevant SOW paragraphs, deliverables, quantities, due date, SLINs, color of funding, government cost estimate, and total labor hours to be expended.

(f) Regardless of whether the TI is first transmitted orally or in writing, no cost will be incurred unless appropriate funding is available on this task order.

(g) If the Contractor believes that a TI constitutes a change, the Contractor shall not perform the affected portion of the work; and shall contact the TOM immediately for further clarification and direction.

(h) In the event that an issue cannot be resolved between the contractor and the TOM, the Contractor shall contact the Task Order Ordering/Contracting Officer for clarification and direction.

H40S KEY PERSONNEL (FEB 2007)

The following are specified as key people for this task order:

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| Name | Labor Category | Company |
|------------------------|----------------|-----------------------------------|
| W. David Rahr | MANP3 (STR) | Alion Science and Technology |
| Christopher Brown | ESY4 | Alion Science and Technology |
| John T. Green | ESY4 | Alion Science and Technology |
| Donald T Lerro | ESY4 | Alion Science and Technology |
| Mark Corsetti | EC2 | Alion Science and Technology |
| David K. Howard | ESY4 | Ultra |
| Warren A Mazanec | MANP3 | Ultra |
| Edward Guida | EM3 | Ultra |
| Bruce Gallemore | EC4 | 3 Phoenix |
| Dan Robillard | EC4 | 3 Phoenix |
| Dr. W. Reynolds Monach | MATH3 | Daniel H. Wagner Associates, Inc. |
| Thomas R. McSherry | ESY3 | Daniel H. Wagner Associates, Inc. |
| Richard A. Maio | ESY2 | Chesapeake Sciences Corporation |
| Bill Matuszak | ESY4 | Adaptive Methods |
| Dr. Christopher Fortin | EE4 | BBN Technologies |
| John Lehet | EE3 | Advanced Reasoning, Inc. |

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT (FEB 2007)

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor, the contractor's employees, or those subcontractors (as listed below) which were proposed and approved in the initial offer, without the prior written approval of the Task Order Ordering Officer.

| SUBCONTRACTOR | MANHOURS |
|--|------------|
| 3 Phoenix, Inc. | [REDACTED] |
| Adaptive Methods | [REDACTED] |
| Advanced Reasoning, Inc. | [REDACTED] |
| Angle, Inc. | [REDACTED] |
| BAE Systems | [REDACTED] |
| BBN Technologies | [REDACTED] |
| Chesapeake Sciences Corp. | [REDACTED] |
| Daniel H. Wagner Associates, Inc. | [REDACTED] |
| General Dynamics Information Technology (GDIT) | [REDACTED] |
| Ultra Electronics | [REDACTED] |
| TOTAL | [REDACTED] |

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)

(a) The Government shall furnish Government property to the Contractor for use in connection with this task order.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location:

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after task order award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available. All other material required for the performance of this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the Task Order Ordering Officer.

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(c) All Government Property furnished under this task order shall be returned to NUWCDIVNPT at the completion of the task order unless otherwise specified. The Contractor shall immediately advise the Task Order Ordering Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H81S TRAVEL COSTS AND RESPONSIBILITIES (JUL 2008)

(a) Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for its personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the contract in accordance with FAR subpart 31.2 or 31.3 as applicable.

There may be situations where contractor employees and government employees travel together in government vehicles, or in vehicles rented by the government under the terms of the U.S. Car Rental Agreement (currently available at http://www.defensetravel.dod.mil/Docs/CarRentalAgreement_050508.pdf) the government has with various rental car companies. In such situations, contractor employees may only be passengers (not drivers) in such vehicles. If a contractor employee is a passenger in a government vehicle or a vehicle rented by the government, it would be on a "no additional cost to the government" basis. If a contractor employee is a passenger in a government vehicle, the contractor shall indemnify and hold the government harmless from all liability resulting from personal injury or death or damage to property which may occur as a result of such joint travel. When a contractor is a passenger in a vehicle rented by the government, liability would be limited to the terms set out in the U.S. Car Rental Agreement in effect at the time of any incident.

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SECTION I CONTRACT CLAUSES

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.235-7010 ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER (MAY 1995)

252.235-7011 FINAL SCIENTIFIC OR TECHNICAL REPORT (NOV 2004)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.245-1 GOVERNMENT PROPERTY (JUN 2007)

52.245-9 USE AND CHARGES (JUN 2007)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

52.227-3 PATENT INDEMNITY (APR 1984)

52.227-11 PATENT RIGHTS - RETENTION BY THE CONTRACTOR (SHORT FORM) (JUN 1997)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE OR DISCLOSURE RESTRICTIONS (JUN 1995)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS-COMPUTER SOFTWARE (JUN 1995)

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

252.227-7030 TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)

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252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

252.227-7039 PATENTS-REPORTING OF SUBJECT INVENTIONS (APR 1990)

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SECTION J LIST OF ATTACHMENTS

Task Order Administration Plan (TAP)

Government Furnished Property (GFP)

Contract Data Requirements List (CDRL)----**includes SDP CDRL A020**

Contract Security Classification Specification (DD254), Revision 2, dated July 1, 2009