

DELIVERY ORDER **FINAL**

1. CONTRACT NO. N00178-05-D-4403	2. DELIVERY ORDER NO. HR01	3. EFFECTIVE DATE 09/21/2005	4. PURCHASE REQUEST NO. N61331-05-NR-55028
--	--------------------------------------	--	--

5. ISSUED BY NSWC, PANAMA CITY Joan R. Troutman XPS2 110 Vernon Avenue Panama City, FL 32407-7001 joan.troutman@navy.mil 850-235-5845 Ext.	CODE N61331	6. ADMINISTERED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City, FL 32407-7001	CODE N61331
--	--------------------	---	--------------------

7. CONTRACTOR Jardon and Howard Technologies 13501 Ingenuity Drive Ste 300 Orlando, FL 32826-3009 TIN: 59-3033129	CODE ONF98	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY CODE N68892 DFAS Charleston Vendor Pay Code FP P.O. Box 118054 Charleston, SC 29423-8054
-------------------------------------	--

13. TYPE OF ORDER	<input checked="" type="checkbox"/> D	<input checked="" type="checkbox"/> X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
-------------------	---------------------------------------	---------------------------------------	---

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Jardon and Howard Technologies		Jack Smith, VP Mary R. Carroll, Vice President	7-28-05
NAME OF CONTRACTOR	SIGNATURE	TYPED NAME AND TITLE	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Marjorie A. Dulatt	22. TOTAL 09/21/2005 \$119,986 CONTRACTING/ORDERING OFFICER
---	---	---

SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

CONTRACT NO.
N00178-05-D-4403

DELIVERY ORDER NO.
HR01

PAGE
2 of 2

GENERAL INFORMATION

Award is made for the Cost Plus Fixed Fee Term amount of \$119,986.00. The Level of Effort is 1353 hours. This task order is fully funded and the Limitation of Costs clause is in effect. Additional invoicing instructions have been included in Section G.

This is a competitive procurement. Questions and comments shall only be submitted via the Question and Answer module in SEAPORT-E. The Contract Specialist for this procurement is Joan R. Troutman, e-mail joan.troutman@navy.mil. It is anticipated that the resulting task order shall be Cost-Plus-Fixed-Fee Term Form (Level Of Effort).

In the event the SeaPort system is not operational, experiences technical difficulties, or a contractor is temporarily unable to access or use the system, the Contractor shall immediately notify the Contract Specialist identified in Section G. The Contract Specialist shall allow manual submission of written proposals in these circumstances.

CONTRACT NO.
N00178-05-D-4403

DELIVERY ORDER NO.
HR01

PAGE
1 of 10

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000

\$119,986

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Non-personal services, materials and facilities necessary to provide engineering and technical support for the Complete Acoustic Training System (CAATS) Synthetic Trainer in accordance with the attached Statement of Work. (O&MN,N)	1353.0 LH	\$112,136	\$7,850	\$119,986

CONTRACT NO. N00178-05-D-4403	DELIVERY ORDER NO. HR01	PAGE 2 of 10
----------------------------------	----------------------------	-----------------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

See Attached Statement Of Work titled "Complete Acoustic Analysis Training System (CAATS) Synthetic Trainer," dated 10 August 2005, 3 pages.

CONTRACT NO.
N00178-05-D-4403

DELIVERY ORDER NO.
HR01

PAGE
3 of 10

SECTION D PACKAGING AND MARKING

Packaging and Markings shall be to best commercial practices.

SHIP TO:

All deliverable items shall be shipped to:

Naval Support Activity Panama City

Attn: Receiving Officer, Building 100

101 Vernon Avenue

Panama City FL 32407

FOB: DESTINATION

CONTRACT NO.
N00178-05-D-4403

DELIVERY ORDER NO.
HR01

PAGE
4 of 10

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination Naval Surface Warfare Center Panama City.

CONTRACT NO.
N00178-05-D-4403

DELIVERY ORDER NO.
HR01

PAGE
5 of 10

SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Deliveries shall be FOB Destination Panama City Beach Florida. The performance period for this Task Order shall be from Date of Award through 180 days after task order issuance.

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Incremental Amount
1000	52312886	119986.00

LLA :
1751804 4A2A 252 61339 0 050119 2D 000000 000001700500
DIRECT DOCUMENT NO. N6133905WXUM311 ACRN:AB

Contract Specialist

Joan R. Troutman, XPS2

110 Vernon Ave.

Panama City, FL 32407

Joan.Troutman@navy.mil

850-235-5845

INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers not more often than once a month for each individual delivery order, no more than 30 days after invoiced costs are incurred. The vouchers shall contain the following statement signed by an authorized company representative:

This is to certify that the services set forth herein were performed during the period stated.

Contractor's Authorized Representative

Date of Invoice/Voucher

(b) The vouchers shall be prepared in accordance with this clause and the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8), and shall include:

- (1) Contract and delivery order number.
- (2) Costs incurred and fixed fee billed.
- (3) Direct labor hours by labor category.
- (4) Other direct costs to be specified and substantiated.

(c) The contractor shall forward the original plus two copies of each voucher to the cognizant DCAA office and one copy to the Contracting Officer's Representative (COR). DCAA will review and approve the vouchers for payment and forward them to the Contracting Officer (CSS Code XPS2). (The contractor shall make necessary provisions for DCAA to forward the vouchers to the Contracting Officer, such as a pre-addressed stamped envelope). The Contracting Officer will then approve the vouchers and forward them to the cognizant paying office for payment.

(d) If the contractor has explicit authorization from DCAA for direct submission of public vouchers, the original plus two copies may be forwarded directly to the Contracting Officer instead of DCAA. Depending on DCAA requirements, the first and final vouchers for each delivery order may still need to be approved by DCAA before being forwarded to the Contracting Officer. If required, the contractor shall forward the original and two copies of the first and final vouchers to the cognizant DCAA office instead of the Contracting Officer, and make provisions for DCAA to forward the approved vouchers to the Contracting Officer.

(d) The Contracting Officer will certify all approved vouchers and forward them to the cognizant paying office for payment.

(e) The COR will review his copy of the voucher and notify the Contracting Officer of any deficiencies. The Contracting Officer will be responsible for taking an appropriate offset on a subsequent voucher and

notifying the contractor in writing of the action taken. The contractor shall be required to resolve the billing discrepancy with the Contracting Officer and resubmit a separate voucher covering any disputed portion.

SECTION H SPECIAL CONTRACT REQUIREMENTS

Applicable Section H Special Contract Requirements are specified in the basic MAC document.

NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 1353 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that -0-man-hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this

contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

CONTRACT NO.
N00178-05-D-4403

DELIVERY ORDER NO.
HR01

PAGE
9 of 10

SECTION I CONTRACT CLAUSES

Applicable Section I clauses are contained in the Basic MAC document.

CONTRACT NO.
N00178-05-D-4403

DELIVERY ORDER NO.
HR01

PAGE
10 of 10

SECTION J LIST OF ATTACHMENTS

DD254

Statement Of Work

CDRLS

**STATEMENT OF WORK
FOR
COMPLETE ACOUSTIC ANALYSIS TRAINING SYSTEM (CAATS)
SYNTHETIC TRAINER**

10 August 2005

1.0 SCOPE

The Naval Surface Warfare Center Panama City (NSWC PC) has a need for contractor support to develop fixed array multi-sensor/contact pair capability within the Complete Acoustic Analysis Training System, (CAATS), using the existing Range Dependant Ocean Model, (FeyRay). Fixed sensors must be used with the existing SURTASS Sensor. The gaming area shall be increased to cover both Fixed and SURTASS Sensor Detection Ranges. Fixed sensor array characteristics, beamforming and signal processing shall be included in the development. Contractor support is also required to modify the existing Instructor Interface to include the addition of the Fixed sensors and develop Acoustic Analysis Metric Gathering component for the Electronic Acoustic Response Sheet (EARS). Additionally, contractor support is required to test and debug the software. The contractor shall provide the personnel, materials, and facilities to accomplish the statement of work tasking listed below.

2.0 APPLICABLE DOCUMENTS

None

3.0 REQUIREMENTS

3.1 General

The software components are to be developed, integrated and delivered as part of the CAATS program. The contractor shall produce the Fixed Sensor Array components and Electronic Acoustic Response Metrics Gathering for the IUSS Complete Acoustic Analysis Training System software component.

3.2 Detailed Requirements

3.2.1 Fixed Array Multi-Pair Sensor/Contact Capability

The contractor shall provide technical support to the Government in the software design, development, and documentation of a Fixed Array multi-pair sensor/contact capability. The fixed array capability will provide a means to simulate real world acoustic analysis training. The specific requirements for operator assessment will be provided by the government. As part of this effort, the contractor shall perform the following subtasks:

- 3.2.1.1 Develop new ocean operating area for long range ocean propagation using SECRET level OMAL Oceanographic Data.
- 3.2.1.2 Develop Instructor Station interface to manage one or more fixed arrays and one or more towed array ship.
- 3.2.1.3 Develop Fixed Array Beam Former and Array Characteristics.
- 3.2.1.4 Develop Fixed Sensor Signal Processor
- 3.2.1.5 Develop interface between Beam Former Module and Fixed Sensor Signal Processor module and interface Fixed Array Sensor Signal Processor Module and the Instructor Module.

- 3.2.1.6 Develop Multi-Sensor/Contact pair ocean model utilizing the FayRay Ocean Model.
- 3.2.1.7 Develop Interface between instructor and processes module for fixed array system.
- 3.2.1.8 Testing and Debugging

3.2.2 EARS Computer Based Metric Gathering Software Development

The contractor shall assist the Government in the software design, development and documentation of a computer based metric gathering capability for the Electronic Acoustic Response Sheet. The specific requirements for operator assessment will be provided by the government. As part of this effort, the contractor shall perform the following subtasks:

- 3.2.2.1 Develop instructor interface for selecting different text and graphical displays from the metric data
- 3.2.2.2 Develop print management functions for the different reports
- 3.2.2.3 Develop save capability for the report data
- 3.2.2.4 Develop standalone and network capability
- 3.2.2.5 Testing and Debugging

3.2.3 Software Specifications

The contractor shall write all software designed or modified under this effort in C or C++, Visual Basic and MS Access programming languages. No hard coding shall be permitted without the permission of the NAVAIR ORLANDO Team. While programming, the contractor shall make comments in the source code that will facilitate revision.

4.0 GOVERNMENT FURNISHED INFORMATION (GFI)

GFI in the form of operator assessment requirements for the EARS Software and the Fixed Array Multi-Pair Sensor Contact will be provided within 10 days after contract award. Disposition of GFI will be determined by the Government at contract completion.

5.0 DELIVERIES

All data deliverables shall be submitted in accordance with the attached DD Form 1423.

6.0 PERIOD OF PERFORMANCE

The period of performance shall be from contract award until 180 days after contract issuance.

7.0 SECURITY

Performance under this effort will require contractor access to information CLASSIFIED up to and including SECRET information. Documents generated under this contract will be UNCLASSIFIED. Provisions of the attached DD Form 254 apply.

8.0 DISTRIBUTION LIMITATION STATEMENT

Technical information generated under this task order shall carry the following distribution statement on the cover and title page (if any):

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND U.S. DoD CONTRACTORS ONLY; ADMINISTRATIVE/OPERATIONAL USE; (DATE). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, CODE E50, 110 VERNON AVENUE, PANAMA CITY FLORIDA 32407-7001.

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

9.0 RELEASE OF INFORMATION

All technical data provided to the contractor by the Government will be protected from public disclosure in accordance with markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers, advertising, or any other proposed public release. The contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the Government.

10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The standards for performance, the acceptable quality level (AQL) and incentives are defined as follows:

Required Service	Standard	AQL Requirement	Method of Surveillance	Positive/Negative Incentive
On time Final Data Deliverables	Delivered on or before due date	90% delivered on time	TOM/technical POC verification of delivery	10% reduction in fee if AQL requirement is not met
Quality of Final Data Deliverables	Acceptable quality with no major rewrites required	No major rewrites required	TOM/technical POC review of documentation	10% reduction in fee if AQL requirement is not met
Completion of tasks within estimated cost	Satisfactory completion of all tasks within the estimated cost	Final cost at or below estimated cost of the order	Review of final payment voucher	Incentive payment equal to 10% of cost under run