

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
U

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
32

3. EFFECTIVE DATE
28-Nov-2016

4. REQUISITION/PURCHASE REQ. NO.
See Section B

5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00167

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NSWC, CARDEROCK DIVISION, MARYLAND
9500 MacArthur Blvd
West Bethesda MD 20817
toby.brooks1@navy.mil 301-227-3475

DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

SCIENCE APPLICATIONS INTERNATIONAL CORP
1710 SAIC Drive
McLean VA 22102-3702

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119-FD05

10B. DATED (SEE ITEM 13)

12-Aug-2010

CAGE CODE 6XWA8

FACILITY CODE

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.

- (*) 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.
- 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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- [X] D. OTHER (Specify type of modification and authority) IAW FAR 43.103(a)

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)

Janet G. Gilbert, Contract Representative

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Heather L Valiga, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

/s/Janet G. Gilbert
(Signature of person authorized to sign)

28-Nov-2016

BY /s/Heather L Valiga
(Signature of Contracting Officer)

28-Nov-2016

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to transfer accountability of the Government Property identified on the attached listing (Attachment 9) from contract N00178-04-D-4119-FD05 Subcontract P010065489 ("losing contract") to contract N00167-15-D-0003 ("gaining contract") for rent free use under contract N00024-11-6294 Lockheed Martin in accordance with FAR 45.106.

Accordingly, said Task Order is modified as follows:

1. The total value of the order is hereby increased from \$54,609,167.00 by \$0.00 to \$54,609,167.00.
2. Section J has been revised to read as follows:

Attachment 1: Performance Based Summary Table

Attachment 2: CDRLS

Attachment 3: DD254

Attachment 4: Exhibit B to Proposal Submitted by Sedna Digital Solutions

Attachment 5: TI 11-02

Attachment 6: TI 12-02

Attachment 7: TI 14-01

Attachement 8: TI 15-01

Attachment 9: Losing GFP List (Gaining Contract N00167-15-D-0003)

3. All else remains unchanged.
4. A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R425	Signature Trainer Support (Fund Type - TBD)	1.0	LO			
400001	R425	Incremental funding for TI #1 - \$50,000 (OPN)					
400002	R425	Incremental funding for TI #1 - \$294,000 (OPN)					
400003	R425	Funding in the amount of \$32,000 for TI #1. (WCF)					
400004	R425	Funding in the amount of \$31,000 for TI #1. (O&MN,N)					
400005	R425	Funding in the amount of \$2,500 for TI #1. (WCF)					
400006	R425	Funding in the amount of 472,000 for Task Area C.4.1 (RDT&E)					
400007	R425	Funding in the amount of \$90,000 for Task Area C.7.2 (OPN)					
400008	R425	Funding in the amount of \$40,000 for Task Area C.7.2 (OPN)					
400009	R425	Funding in the amount of \$5,325,000 for Task Area C.4.2 (OPN)					
400010	R425	Funding in the amount of \$233,677 for Task Area C.4.2 (SCN)					
400011	R425	Funding in the amount of \$400,000 for Task Area C.1.2/C.3.2 (OPN)					
400012	R425	Deobligated. (RDT&E)					
400013	R425	Funding in the amount of \$175,000 for Task Area C.4.2 (OPN)					
400014	R425	Funding in the amount of \$500,000 for Task Area C.4.2 (OPN)					
400015	R425	Funding in the amount of \$300,000 for Task Area C.4.2 (OPN)					
400016	R425	Funding in the amount of \$1,110,000 for Task Area C.4.1 (RDT&E)					
400017	R425	Funding in the amount of \$25,200 for Task Area C.6.2 (WCF)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400018	R425	Funding in the maount of \$1,768 for Task Area C.7.2 (WCF)					
400019	R425	Funding in the amount of \$27,940 for Task Area C.4.2 (WCF)					
400020	R425	Funding in the amount of \$315,000 for Task Area C.2.2 (OPN)					
400021	R425	Funding in the amount of \$15,000 for Task Area C.4.1 (WCF)					
400022	R425	Funding in the amount of \$70,026 for Task Area C.4.3 (O&MN,N)					
400023	R425	Funding in the amount of \$600,000 for Task Area C.1.2/C.3.2 (OPN)					
400024	R425	Funding in the amount of \$499,702 for Task Area C.4.1 (RDT&E)					
400025	R425	Funding in the amount of \$100,000 for Task Area C.7.2 (OPN)					
400026	R425	Funding in the amount of \$240,000 for Task Area C.4.1 (RDT&E)					
400027	R425	Funding in the amount of \$137,000 for Task Area C.5.3 (O&MN,N)					
400028	R425	Funding in the amount of \$335,000 for TI-6 Task Areas C.1.2 and C.3.2 (OPN)					
400029	R425	Funding in the amount of \$208,000 for TI-6 and Task Area C.7.2 (OPN)					
400030	R425	Funding in the amount of \$67,000 for TI-6 and Task Area C.4.2. (OPN)					
400031	R425	Funding in the amount of \$1,225,298 for TI-6 and Task Area C.4.1. (RDT&E)					
400032	R425	Funding in the amount of \$332,713 for TI-6 and Task Area C.7.2. (OPN)					
400033	R425	Funding in the amount of \$16,000 for TI-6 and Task Area C.7.2. (OPN)					
400034	R425	Funding in the amount of \$5,000 for TI-6 and Task Area C.4.3. (O&MN,N)					
400035	R425	Funding in the amount of \$172,130 for TI-6 and Task Area C.2.3. (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400036	R425	Funding in the amount of \$96,200 for TI-6 and Task Area C.2.3. (O&MN,N)					
400037	R425	Funding in the amount of \$127,620 for TI-6 and Task Area C.2.3. (O&MN,N)					
400038	R425	Funding in the amount of \$1,728,046 for TI-6. (OPN)					
400039	R425	Funding in the amount of \$641,000 for TI-6. (OPN)					
400040	R425	Funding in the amount of \$515,000 for TI-7. (OPN)					
400041	R425	Funding in the amount of \$358,946 for TI-7 (WCF)					
400042	R425	Funding in the amount of \$2,000 for TI-8 (O&MN,N)					
400043	R425	Funding in the amount of \$86,000 for TI-8 (OPN)					
400044	R425	Funding in the amount of \$7,779 for TI-09. (O&MN,N)					
400045	R425	Funding in the amount of \$25,000 for TI-09 (O&MN,N)					
400046	R425	Funding in the amount of \$49,000 for TI-09 (RDT&E)					
400047	R425	Funding in the amount of \$434,086 for TI-09. (OPN)					
400048	R425	Funding in the amount of \$25,000 for TI-09. (O&MN,N)					
400049	R425	Funding in the amount of \$2,000 for TI-09. (O&MN,N)					
400050	R425	Funding in the amount of \$255,000 for TI-09 (OPN)					
400051	R425	Funding in the amount of \$250,000 for TI-10 (O&MN,N)					
400052	R425	Funding in the amount of \$25,000 for TI-10 (O&MN,N)					
400053	R425	Incremental funding in the amount of \$46,000 for TI-11 (O&MN,N)					
400054	R425	Incremental funding in the amount of \$536,000 for TI-12 (OPN)					
400055	R425	Incremental funding in the amount of \$220,000 for TI-12 (OPN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400056	R425	Incremental funding in the amount of \$100,000 for TI-11-02 (O&MN,N)					
400057	R425	Incremental funding in the amount of \$200,000 for TI-12-02 (OPN)					
400058	R425	Incremental funding in the amount of \$2,700,000 for TI-12-02 (OPN)					
400059	R425	Incremental funding in the amount of \$300,000 for TI-12-02 (OPN)					
400060	R425	Incremental funding in the amount of \$19,200 for TI-12-02 (OPN)					
400061	R425	Incremental funding in the amount of \$338,500 for TI-14-01 (OPN)					
400062	R425	Incremental funding in the amount of \$200,000 for TI-14-01 (OPN)					
400063	R425	Incremental funding in the amount of \$40,000 for TI-14-01 (OPN)					
400064	R425	Incremental funding in the amount of \$302,000 for TI-15-01 (RDT&E)					
400065	R425	Incremental funding in the amount of \$25,000 for TI-16-01 (O&MN,N)					
400066	R425	Incremental funding in the amount of \$25,631 for TI-15-01 Rev 01 (RDT&E)					
400067	R425	Incremental funding in the amount of \$195,000 for TI-12-02/Rev 01 (OPN)					
400068	R425	Incremental funding in the amount of \$54,000 for TI-12-02/Rev 01 (OPN)					
400069	R425	Incremental funding in the amount of \$427,448 for TI-12-02 Rev 01 (OPN)					
400070	R425	Incremental funding in the amount of \$45,000 for TI-11-02/Rev 01 (O&MN,N)					
400071	R425	Incremental funding in the amount of \$100,000 for TI-16-01/Rev 01 (O&MN,N)					
400072	R425	Incremental funding in the amount of \$50,000 for TI-12-02 Rev 01 (OPN)					
400073	R425	Incremental funding in the amount of \$150,000 for TI-12-02 Rev 01 (OPN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400074	R425	Incremental funding in the amount of \$199,000 for TI-12-02 Rev 02 (OPN)					
400075	R425	Incremental funding in the amount of \$212,874 for TI-12-02 Rev 02 (OPN)					
400076	R425	Incremental funding in the amount of \$69,989 for TI-18-01 (WCF)					
400077	R425	Incremental funding in the amount of \$68,463 for TI-12-02 Rev 04 (OPN)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	Other Direct Costs (inclusive of all indirect costs and are non-fee bearing) (Fund Type - TBD)	1.0	LO	
600001	R425	Funding in the amount of \$8,000 for TI #1. (WCF)			
600002	R425	Funding in the amount of \$37,000 for TI #1. (O&MN,N)			
600003	R425	Funding in the amount of \$108,500 for TI #1. (WCF)			
600004	R425	Funding in the amount of 68,000 for Task Area C.4.1 (RDT&E)			
600005	R425	Funding in the amount of \$10,000 for Task Area C.7.2 (OPN)			
600006	R425	Funding in the amount of \$360,000 for Task Area C.7.2 (OPN)			
600007	R425	Funding in the amount of \$1,000,000 for Task Area C.4.2 (OPN)			
600008	R425	Funding in the amount of \$60,585 for Task Area C.4.2 (SCN)			
600009	R425	Funding in the amount of \$100,000 for Task Area C.1.2/C.3.2 (OPN)			
600010	R425	Deobligated. (RDT&E)			
600011	R425	Funding in the amount of \$250,000 for Task Area C.4.1 (RDT&E)			
600012	R425	Funding in the amount of \$38,583 for Task Area C.6.2 (WCF)			
600013	R425	Funding in the amount of \$134,232 for Task Area C.7.2 (WCF)			
600014	R425	Funding in the amount of \$86,060 for Task Area C.4.2 (WCF)			
600015	R425	Funding in the amount of \$220,000 for Task Area C.2.2 (OPN)			
600016	R425	Funding in the amount of \$20,000 for Task Area C.4.1 (WCF)			
600017	R425	Funding in the amount of \$16,801 for Task Area C.4.3 (O&MN,N)			
600018	R425	Funding in the amount of \$10,000 for Task Area C.5.3 (O&MN,N)			
600019	R425	Funding in the amount of \$630,000 for TI-6 and Task Area C.1.2/C.3.2 (OPN)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600020	R425	Funding in the amount of \$350,000 for TI-6 and Task Area C.7.2 (OPN)			
600021	R425	Funding in the amount of \$200,000 for TI-6 and Task Area C.4.1. (RDT&E)			
600022	R425	Funding in the amount of \$20,000 for TI-6 and Task Area C.7.2. (OPN)			
600023	R425	Funding in the amount of \$30,000 for TI-6 and Task Area C.7.2. (OPN)			
600024	R425	Funding in the amount of \$195,000 for TI-6 and Task Order C.4.3. (O&MN,N)			
600025	R425	Funding in the amount of \$30,000 for TI-6 and Task Area C.2.3. (O&MN,N)			
600026	R425	Funding in the amount of \$101,000 for TI-6 and Task Area C.2.3. (O&MN,N)			
600027	R425	Funding in the amount of \$40,000 for TI-6 and Task Area C.2.3 (O&MN,N)			
600028	R425	Funding in the amount of \$2,457,954 for TI-6. (OPN)			
600029	R425	Funding in the amount of \$1,085,000 for TI-7. (OPN)			
600030	R425	Funding in the amount of \$49,500 for TI-7. (WCF)			
600031	R425	Funding in the amount of \$116,000 for TI-8. (O&MN,N)			
600032	R425	Funding in the amount of 493,322 for TI-09. (O&MN,N)			
600033	R425	Funding in the amount of \$550,000 for TI-09. (OPN)			
600034	R425	Funding in the amount of \$906,829 for TI-09. (O&MN,N)			
600035	R425	Funding in the amount of \$389,655 for TI-09. (O&MN,N)			
600036	R425	Funding in the amount of \$870,000 for TI-09. (OPN)			
600037	R425	Funding in the amount of \$77,900 for TI-10. (WCF)			
600038	R425	Funding in the amount of \$3,000 for TI-11. (O&MN,N)			
600039	R425	Funding in the amount of \$300,000 for TI-12-02. (OPN)			
600040	R425	Funding in the amount of \$314,000 for TI-12-02. (OPN)			
600041	R425	Funding in the amount of \$25,000 for TI-14-01. (OPN)			
600042	R425	Funding in the amount of \$17,560 for TI-14-01. (OPN)			
600043	R425	Funding in the amount of \$35,000 for TI-14-01. (OPN)			
600044	R425	Funding in the amount of \$98,000 for TI-15-01. (RDT&E)			
600045	R425	Incremental funding in the amount of \$50,000 for TI-15-01 Rev 01 (RDT&E)			
600046	R425	Incremental funding in the amount of \$242,000 for TI-14-01/Rev 01 (OPN)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600047	R425	Incremental funding in the amount of \$200,000 for TI-12-02 Rev 01 (OPN)			
600048	R425	Incremental funding in the amount of \$500,000 for TI-12-02 Rev 01 (OPN)			
600049	R425	Incremental funding in the amount of \$7,637 for TI-12-02 Rev 03 (OPN)			
600050	R425	Incremental funding in the amount of \$307,000 for TI-18-01 (WCF)			

The negotiated amount includes a reduction of [REDACTED] or [REDACTED] in accordance with Clause H.10 - Savings Clause. The reductions for each CLIN are as follows:

CLIN 4000	[REDACTED]
1% Savings	[REDACTED]
TOTAL CLIN 4000	[REDACTED]
CLIN 6000	[REDACTED]
1% Savings	[REDACTED]
TOTAL CLIN 6000	[REDACTED]
TOTAL SAVINGS	[REDACTED]

The fee percentage applied to CLIN 4000 is [REDACTED]

SAIC is hereby authorized to subcontract with the following team members that were proposed to satisfy the requirements of this task order:

Alion Corporation
EG&G
Dynamic Animation Systems
Research and Development Solutions, Inc. (RDSI)
Lockheed Martin

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

The services to be performed under this task order are considered performance based and will be evaluated by the Government in accordance with Clause No. CAR-H09 - Performance-Based Acquisition Evaluation Procedures for a Seaport-e Task Order (MAY 2007).

C Signature Trainer Support. In the past decade two events have happened that have changed the way sonar systems need to be trained and used by the US Navy. First, the areas of operation have moved from deep, blue-water environments to shallow, littoral environments. The complexity of acoustic sound paths in the littoral environments is orders of magnitude higher than in blue water. Second, there has been a proliferation of quiet diesel and nuclear submarines that have challenged the abilities of our sonar systems. These have led to the development of more complex Modern COTS-based Processing Systems (MCPSs) sonar systems which are trying to discover these quiet submarines in the presence of background and interfering noise. The more complex environment and sonars have created the need for better training for our operators and better testing of our production sonar systems. The operators need to be provided with high fidelity target/ocean simulation/stimulation of their tactical systems so that they can train in a synthetic environment that has all of the physics and characteristics of the location of where they will have to fight. The production system testers need to stress their system with the complexity they will encounter in the real world, otherwise the systems may fail during the stress of war.

In order to meet these needs for high fidelity element level sonar system stimulation, the All World Environment Simulation (AWESIM) was developed. In addition, the Periscope Simulation (PSIM) was developed to provide high fidelity, real time visual and infrared imagery simulation. AWESIM and PSIM are embedded in trainers and as the front end stimulation of production software testing systems. The contractor shall provide upgrades, systems and maintenance in support of these trainers and production software testing systems. These trainers all involve Signature Guidance, Signature Training, and Synthetic Signature Generation. These trainers include the Acoustic Analysis Trainer, the Common Operator Analysis and Employment Trainer, the Sonar Employment Trainer, the Submarine Multimission Team Trainer, ONI AWESIM and other associated systems. These trainers (with the exception of ONI AWESIM) are located in sites such as Guam, Groton CT, Norfolk VA, Kings Bay GA, Bangor WA, San Diego CA, and Pearl Harbor HI.

C.1 Acoustic Analysis Trainer (AAT). AAT is a 12 station system used to train acoustic analysis and target recognition. It utilizes BQQ-10 tactical software for the TB16 and TB23 sensors to independently process and display digital pre and post beamformer data. AIT and DAT data is streamed into the system to provide element level and beam level stimulation of the BQQ-10 software.

C.1.1 The contractor shall design and implement upgrades to the AAT Engineering Design Model (EDM) as required to keep up with Fleet tactical configurations.

C.1.2 The contractor shall build and install additional AAT's and upgrades as required by the Fleet.

C.1.3 The contractor shall maintain AAT's delivered to the Fleet.

C.2 Common Operator Analysis and Employment Trainer (COAET). COAET is a mini-team trainer designed to supplement and provide preliminary training for SMMTT. It consists of a set of servers and a dozen PC-based workstations running either actual or emulated tactical software. Stimulation is provided by AWESIM and PSIM. A periscope mockup is included with an embedded microdisplay. The same hardware has multiple training modes; AAT, COAET and a Sonar Tactical Decision Aid (STDA) Trainer.

C.2.1 The contractor shall design and implement upgrades to the COAET as required to keep up

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with Fleet tactical configurations.

C.2.2 The contractor shall build and install additional COAET's and upgrades as required by the Fleet.

C.2.3 The contractor shall maintain COAET's delivered to the Fleet.

C.3 Sonar Employment Trainer (SET). The SET is designed for training acoustic analysis and target recognition. A derivative of the Sonar Tactical Decision Aid (STDA) is used as the controller, visualization and GUI backbone of the system. The design allows access to any part of the world covered by environmental databases. Targets and interferers can be inserted and interactively maneuvered. Own platform can be maneuvered at will. Each platform's radiated noise, both active and passive, is propagated in a range-dependent fashion to own platform. Non-isotropic ocean noise is modeled and added. An "off-the-shelf" BQQ-10 system is stimulated at the input to the beamformers.

C.3.1 The contractor shall design and implement upgrades to the SET EDM as required to keep up with Fleet tactical configurations.

C.3.2 The contractor shall build and install additional SETs and upgrades as required by the Fleet.

C.3.3 The contractor shall maintain SETs delivered to the Fleet.

C.4 Submarine Multimission Team Trainer (SMMTT) SMMTT is a submarine attack center team trainer. It consists of a complete sonar suite, combat control and weapons launch consoles, periscopes, and numerous other tactical support tools. It is designed to host the sonar and combat control teams individually, or as a team. The tactical systems are "off-the-shelf" tactical systems. Massive stimulation is required for the trainer. The acoustic stimulation covers all submarine acoustic sensors. The combat control system stimulation from all external sources is developed by NUWC NPT and must be integrated into the overall trainer. A periscope is included with an embedded microdisplay. Imagery from periscopes and photonics sensors shall be generated and fully integrated.

C.4.1 The contractor shall design and implement upgrades for the Engineer Design Model (EDM) for the SMMTT. The contractor shall design upgrades to the SMMTT as required to keep up with Fleet tactical configurations.

C.4.2 The contractor shall build and install additional SMMTT's and upgrades as required by the Fleet.

C.4.3 The contractor shall maintain SMMTT's delivered to the Fleet.

C.5 Office of Naval Intelligence All World Environmental Simulation (AWESIM)

AWESIM was developed in support of the Submarine trainer Program. It is being adapted for use by the Office of Naval Intelligence (ONI) for classified applications.

C.5.1 The contractor shall design and implement upgrades to the ONI AWESIM as required by ONI.

C.5.2 The contractor shall build and install additional ONI AWESIM systems and upgrades as required by the ONI.

C.5.3 The contractor shall maintain ONI AWESIM systems delivered to the ONI.

C.6 Production Test Facility Stimulation

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The SMMTT stimulation and simulation components are reused and adapted for application in tactical software test facilities for both pre-production and production testing of tactical systems.

C.6.1 The contractor shall design and implement upgrades to SMMTT stimulation/stimulation and provide these components with auxiliary hardware as needed to test facilities.

C.6.2 The contractor shall build and install additional SMMTT stimulation/stimulation and provide these components with auxiliary hardware as needed to test facilities.

C.6.3 The contractor shall maintain SMMTT stimulation/stimulation and provide these components delivered to test facilities.

C.7 Submarine Bridge Trainer (SBT)

The SBT is being developed by NUWC Newport to support surfaced navigation and piloting. PSIM is used for a wrap around visualization of the scene as viewed from the bridge. Modification and integration of the PSIM with the NUWC Newport SBT infrastructure is required. The design and development of the image generators is required.

C.7.1 The contractor shall design and implement upgrades to the NUWC Newport Engineering Design Model

C.7.2 The contractor shall aid in the assembly and installation of additional SBTs at Fleet sites.

C.7.3 The contractor shall maintain the SBT image generators and associated software at the EDM and the Fleet sites.

C.8 Similar System Implementations

The Navy may have research and development in similar systems to the ones described above. Reutilization and modification of software on the same hardware architecture can result in significant savings for the Navy. The commonality may achieve a reduction in both short term and long term costs. These "spin-offs" would have most of the same components as listed above, but would be for different platforms in the surface, air, or surveillance communities.

C.8.1 The contractor shall design and implement Engineering Design Models (EDMs) of the systems listed in C.1 through C.7. for either surface, air, or surveillance communities

C.8.2 The contractor shall build and install of the systems which were designed and implemented in C.8.1.

C.8.3 The contractor shall maintain the systems which were designed and implemented in C.8.1.

C.9 SUPPORT TECHNOLOGIES. The contractor shall provide the following services in support of each of the technologies referred to in paragraphs C.1 - C.8 above, as specified in individual technical instructions.

C.9.1 Graphical User Interface (GUI). The contractor shall investigate, recommend, design and implement GUI in support of trainer products.

C.9.2 Software Engineering Management. The contractor shall provide software engineering management in support of trainer products. This shall include the planning of the development and of the releases of trainer systems; documentation of trainer systems; the design and implementation of automated requirements tracking and trouble tracking capabilities; and the planning of future interfaces with external systems.

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C.9.3 General Software Maintenance. The contractor shall conduct software maintenance in support of trainer systems. This shall include system administration and configuration management support. It also shall include the implementation and documentation of all Information Assurance requirements to support delivered and development systems.

C.9.4 General Hardware Maintenance. The contractor shall conduct hardware preventive maintenance, hardware repair, installation, parts sparing, parts inventorying, and shipping to support delivered and development systems.

C.9.5 Software Engineering. The contractor shall provide general software engineering support as required for the design, prototyping and implementation of trainer products.

C.9.6 Software Integration and Testing. The contractor shall provide both onsite and offsite software integration and testing support as required for trainer products.

C.9.7 Fleet Training. The contractor shall provide training services to the Fleet in support of products they have developed for the trainers.

C.9.8 Training Content. The contractor shall develop content as appropriate for training systems. This will consist of basic, intermediate and advanced training for both officer and enlisted training. Content may consist of introduction, explanation, scenario development, testing and remedial training and is subject to approval by the Task Order Manager (TOM).

C.9.9 Administrative Support for the above task areas. The contractor shall provide general administrative, budgetary, and presentation support as required. The contractor shall provide technical system engineering analysis, review and liaison for hardware and software of training facility trainer/training systems. The contractor shall provide impact analysis reports for all training systems, hardware and software describing technical progress, and identification of potential problem areas.

C.10 PLACE OF PERFORMANCE AND INCLUDED GOVERNMENT FACILITIES.

C.10.1 GOVERNMENT FACILITIES. The NCSWCD Prototype Development Facility (PDF) is located at the Naval Surface Warfare Center in West Bethesda, MD. The PDF spaces are secure and house development systems and target machines for the trainers listed in C.1 –C.8. In addition, the PDF houses computer rooms, workspaces, workstations, and a training/conference room which will be made available to the contractor as dictated by the requirements of each technical instruction. All system coding is to be performed at the NSWCCD PDF, with the exception of applications which do not require PDF hardware or classified data. All system integration is to be performed at the NSWCCD PDF. It is estimated that 55% of the work will occur at NSWCCD, 35% at contractor facilities and 10% at trainer sites.

C.10.2 CONTRACTOR FACILITIES AND SECURITY The contractor must have facilities within twenty miles of NSWCCD. The facilities shall be 8,000 square feet or greater consisting of large scale computer system development, storage and shipping spaces. The facility shall have at least 12kVA of uninterruptable power supply and 150 tons of nominal cooling. The facility shall have a current SECRET facility clearance. All personnel proposed must have a current SECRET or higher clearance. The contractor shall ensure that information assurance is provided for information technology in accordance with current DoD and DoN policies, procedures, and statutes. The contractor is further responsible for ensuring that the certifications and certification status of all contractor personnel performing information assurance functions as described in DoD 8570.01-M, Information Assurance Workforce Improvement Program, are in compliance with the manual and are identified, documented, and tracked. The contractor shall abide by physical security requirements in compliance with DoD and DoN policies and procedures including the Carderock Division Security Program Manual (CARDEROCKDIVINST 550.4C) and the National Industrial

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Program Operations Manual (NISPOM).

C.11 TRAVEL AND MATERIAL COSTS

C.11.1 TRAVEL. Travel for trainer installation, upgrades and modification include Guam, Groton CT, Norfolk VA, Kings Bay GA, Bangor WA, San Diego CA, and Pearl Harbor HI, Orlando FL, and Newport RI.

C.11.2 MATERIAL. Material costs will consist of parts required to deliver, modify and maintain trainers and production testing. These may include PCs, network switches, power controllers, servers and LINUX workstations, CD, DVD, disk and other storage mediums, peripherals, circuit cards, software, racks, UPS, cables, office supplies and other materials to support system development and finished products. Shipping to and from Fleet assets, Navy labs and vendors will be required.

C.12 CONTRACT DATA REQUIREMENTS LIST (TO BE SPECIFIED PER INDIVIDUAL TECHNICAL INSTRUCTION)

- C.12.1.1** CONFERENCE AGENDA
- C.12.1.2** CONFERENCE MINUTES
- C.12.1.3** CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT
- C.12.1.4** SOFTWARE DEVELOPMENT PLAN (SDP)
- C.12.1.5** SYSTEM/SUBSYSTEM SPECIFICATION (SSS)
- C.12.1.6** SOFTWARE REQUIREMENTS SPECIFICATION (SRS)
- C.12.1.7** INTERFACE REQUIREMENTS SPECIFICATION (IRS)
- C.12.1.8** SOFTWARE PRODUCT SPECIFICATION (SPS)
- C.12.1.9** SOFTWARE VERSION DESCRIPTION (SVD)
- C.12.1.10** PROCEDURES, TEST
- C.12.1.11** TEST/INSPECTION REPORT
- C.12.1.12** TECHNICAL REPORT – STUDY/SERVICES

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor:

DODACC: N00167

[REDACTED]

[REDACTED]

*Note: The Alternate COR shall only be authorized to act as a COR under this contract when the Primary COR is out of the office for more than 5 consecutive days.

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SECTION E INSPECTION AND ACCEPTANCE

The inspection and acceptance shall be performed at destination by:

DODACC: N00167

[REDACTED]

[REDACTED]

*Note: The Alternate COR shall only be authorized to act as a COR under this contract when the Primary COR is out of the office for more than 5 consecutive days.

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	8/12/2010 - 2/11/2014
6000	8/12/2010 - 2/11/2014

CLIN - DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF TASK ORDER
4000 and 6000 (End of clause)	ALL	11 FEBRUARY 2014

DELIVERY INFORMATION

FOB: Destination

SHIP TO ADDRESS:

DODACC: N00167

[REDACTED ADDRESS]

*Note: The Alternate COR shall only be authorized to act as a COR under this contract when the Primary COR is out of the office for more than 5 consecutive days.

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SECTION G CONTRACT ADMINISTRATION DATA

[REDACTED]

[REDACTED]

*Note: The Alternate COR shall only be authorized to act as a COR under this contract when the Primary COR is out of the office for more than 5 consecutive days.

CAR-G11 INVOICE INSTRUCTIONS (DEC 2007) (NSWCCD)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Surface Warfare Center, Carderock Division (NSWCCD) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. 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 contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may 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 (*contracting officer check all that apply*)

Invoice (FFP Supply & Service)

Invoice and Receiving Report Combo (FFP Supply)

Invoice as 2-in-1 (FFP Service Only)

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Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00167</u>
Admin DODAAC	<u>S0514A</u>
Pay Office DODAAC	<u>HQ0339</u>
Inspector DODAAC	<u>N/A</u>
Service Acceptor DODAAC	<u>N/A</u>
Service Approver DODAAC	<u>N00167</u>
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	<u>04531</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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:
john.c.bishop@navy.mil
joseph.osborne@navy.mil

(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. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS WinS for electronic end to end invoicing until the functionality of WinS has been incorporated into WAWF.

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(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact at (301) 227-5419.

(End of Clause)

SEA 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 209,088 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) The level of effort for this contract shall be expended at an average rate of approximately 1,340 hours per week. 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:

$$\text{Fee Reduction} = \text{Fee} \times ((\text{Required LOE} \text{ minus } \text{Expended LOE}) \text{ divided by } \text{Required LOE})$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, 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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR-H09 Performance-Based Acquisition Evaluation Procedures for a SeaPort e Task Order (MAR 2006)
(NSWCCD)

(a) Introduction: The contractor's performance on this task order will be evaluated by the Government, in accordance with this task order clause. The first evaluation will cover the period ending twelve months after the date of task order award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under the task order. Based on the evaluation results, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to "Unsatisfactory" performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.246-5 entitled "Inspection of Services-Cost Reimbursement", dated Apr 1984, in Section E of the base contract, to provide for a fee reduction covering the performance period evaluated. This clause provides the basis for evaluation of the contractor's performance and for determining if the fee amount should be reduced due to "Unsatisfactory" performance.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work under the task order for each twelve month period of performance, using the measurable performance standards set forth in the Performance Requirements Summary Table in the SOW, or elsewhere in the task order, and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings

For The Evaluation Period

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the PCO to exceed Satisfactory" overall.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

(c) Evaluation Objective: The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this task order is to ensure that the Government receives at least "Satisfactory" overall performance.

(d) Performance Evaluation Criteria: The contractor's performance will be evaluated on an annual basis using the criteria and standards provided for each task objective in the Performance Requirements Summary Table, and considering the criterion in Tables 2 through 4 of this task order clause.

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(e) Organization: The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Task Order Manager (ToM).

(1) ToM: The ToM will provide ongoing performance monitoring, evaluate task performance based on the task order Performance Requirements Summary, prepare the evaluation report, including a recommended overall performance rating, and submit the report to the PCO for final decision within thirty days after the end of the evaluation period. The ToM will maintain the written records of the contractor's performance so that a fair and accurate evaluation is made.

(2) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making the decision about the overall performance rating and whether to reduce the fee if performance is rated as unsatisfactory.

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work under the task order performed by the contractor during the twelve-month period. Following each evaluation period, the PCO (or Contract Specialist if so designated by the PCO) and the ToM will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order during the previous twelve months, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Self-Evaluation: The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the task order, covering the evaluation period, and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Performance Evaluation: The PCO will make the decision on the overall performance rating for the work performed under the task order within thirty days after receipt of the evaluation report from the ToM. The decision will be based upon the ToM's recommendations, the contractor's comments, including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the ToM's recommendations and the contractor's comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

(i) Contractor's Review of the Evaluation Report: Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The PCO shall consider the contractor's submission and respond as appropriate. Although the PCO will consider the contractor's comments, rebuttals, or additional information, the PCO may, or may not, change the overall rating. The decision to change the rating based on contractor input at this stage is solely at the discretion of the PCO.

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by the base contract, such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE).

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table(see SOW or elsewhere in the Task Order).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).

Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an	Contractor routinely communicates with government in an	Contractor takes a proactive approach such that

effective and timely manner.

effective and timely manner.

communications are almost always clear, effective, and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
CostManagement	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent. Reports are clear, accurate, and
CostReporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

See Attachment CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (JUL 2009)

In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to Department of Navy (DON) information systems and/or work on-site are designated Non-Critical Sensitive/IT-II positions, which require an open investigation or favorable adjudicated National Agency Check (NACLC) by the Industrial Security Clearance Office (DISCO). Investigations should be completed using the SF- 85 Form and the SF-87 finger print card. An interim clearance can be granted by the company Security Officer and recorded in the Joint Personnel Adjudication System (JPAS). An open investigation or favorable adjudication is required prior to issuance of a Common Access Card (CAC) card or a badge providing access to NSWCCD sites and buildings. If an

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unfavorable adjudication is determined by DISCO all access will terminated.

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SECTION I CONTRACT CLAUSES

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

(End of Clause)

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

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor that suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the statement of work.

(2) Guidelines to the Contractor that assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to :

(1) assign additional work under the task order;

(2) direct a change as defined in the "Changes" clause of the base contract;

(3) increase or decrease the contract price or estimated amount (including fee), as applicable,

the level of effort, or the time required for task order performance; or

(4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order

or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

(d) Nothing in the paragraph (c) of this clause shall be construed to excuse the Contractor from performing that portion of the task order statement of work which is not affected by the disputed technical instruction.

(End of Clause)

252.239-7000 PROTECTION AGAINST COMPROMISING EMANATIONS (JUN 2004)

(a) The Contractor shall provide or use only information technology, as specified by the Government, that has been accredited to meet the appropriate information assurance requirements of—

(1) The National Security Agency National TEMPEST Standards (NACSEM No. 5100 or NACSEM No. 5100A, Compromising Emanations Laboratory Test Standard, Electromagnetics (U)); or

(2) Other standards specified by this contract, including the date through which the required accreditation is current or valid for the contract.

(b) Upon request of the Contracting Officer, the Contractor shall provide documentation supporting the accreditation.

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(c) The Government may, as part of its inspection and acceptance, conduct additional tests to ensure that information technology delivered under this contract satisfies the information assurance standards specified. The Government may conduct additional tests—

(1) At the installation site or contractor's facility; and

(2) Notwithstanding the existence of valid accreditations of information technology prior to the award of this contract.

(d) Unless otherwise provided in this contract under the Warranty of Supplies or Warranty of Systems and Equipment clause, the Contractor shall correct or replace accepted information technology found to be deficient within 1 year after proper installations.

(1) The correction or replacement shall be at no cost to the Government.

(2) Should a modification to the delivered information technology be made by the Contractor, the 1-year period applies to the modification upon its proper installation.

(3) This paragraph (d) applies regardless of f.o.b. point or the point of acceptance of the deficient information technology.

(End of clause)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including—

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1: Performance Based Summary Table

Attachment 2: CDRLS

Attachment 3: DD254 Contract Security Classification Specification

Attachment 4: Exhibit B to Proposal Submitted by Sedna Digital Solutions

Attachment 5: TI 11-02

Attachment 6: TI 12-02

Attachment 7: TI 14-01

Attachement 8: TI 15-01

Attachment 9: Losing GFP List (Gaining Contract N00167-15-D-0003)