

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
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2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE 07-Jun-2015	4. REQUISITION/PURCHASE REQ. NO. See Schedule	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
donna.stride@navy.mil 301-227-5749

DCMA Manassas
14501 George Carter Way
Chantilly VA 20151

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)
CAGE CODE 6XWA8 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-FD09
		10B. DATED (SEE ITEM 13) 30-Jul-2012

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)
SEE SECTION G

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.
<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)(3)
<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) Janet G. Gilbert, Contract Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Esterlena D Unger, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Janet G. Gilbert (Signature of person authorized to sign)	15C. DATE SIGNED 05-Jun-2015	16B. UNITED STATES OF AMERICA BY /s/Esterlena D Unger (Signature of Contracting Officer)	16C. DATE SIGNED 07-Jun-2015

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 de-obligate funding in the amount of \$991,807.59.

Accordingly, said Task Order is modified as follows:

1) The total amount of funds obligated to the task is hereby decreased from \$44,683,888.00 by \$991,807.59 to \$43,692,080.41. The unfunded balance is \$2,930,861.59.

2) Sections B & G are revised as follows:

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
620023	OPN	635,000.00	(65,000.00)	570,000.00
620024	OPN	750,000.00	(25,000.00)	725,000.00
620027	RDT&E	750,000.00	(15,000.00)	735,000.00
620034	OPN	1,000,000.00	(370,000.00)	630,000.00
620036	OPN	665,000.00	(516,807.59)	148,192.41

3) The total value of the order is hereby increased from \$46,622,942.00 by \$0.00 to \$46,622,942.00.

4) Section G Clause entitled "SEA 5252.232-9104 ALLOTMENT OF FUNDS (May 1993)" has been revised as follows:

<u>Item(s)</u>	<u>Allotted to Cost</u>	<u>Allotted to Fee</u>	<u>Period of Performance</u>
4000	██████████	██████████	12 Feb 2015
4100	██████████	██████████	12 Feb 2015
4200	██████████	██████████	12 Feb 2015
6000	\$ ██████████	██	12 Feb 2015
6100	\$ ██████████	██	12 Feb 2015
6200	\$ ██████████	██	12 Feb 2015

5) The Accounting and Appropriation Data added to Section G is as follows:

MOD 21

620023	130041701700002	(65000.00)
LLA :		
DZ 1741810 H2VG 251 SB000 0 050120 2D 000000 A00002230330		
620024	130041672700002	(25000.00)
LLA :		
EA 1741810 84TS 251 VUS00 0 050120 2D 000000 A00002228090		
620027	130042225100002	(15000.00)
LLA :		
ED 1741319 87HY 251 VUS00 0 050120 2D 000000 A00002269028		
620034	130043748700001	(370000.00)
LLA :		
EU 1731810 84TD 251 V7TR0 0 050120 2D 000000 A00002377209		
620036	130044119400002	(516807.59)
LLA :		
ET 1731810 82MB 251 V7TR0 0 050120 2D 000000 A00002402284		

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MOD 21 Funding -991807.59
Cumulative Funding 43692080.41

6) The end of Task Order performance remains unchanged at 12 February 2015, as last revised under Modification 19.

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	AD24	Signature Trainer Support in accordance with Section C, Statement of Work. (Fund Type - TBD)	1.0	LO			\$10,843,279.00
400001	AD24	Funding for TI 1, Project/ Program COAETT, in the amount of \$407,552 (OPN)					
400002	AD24	Administrative deletion (Fund Type - OTHER)					
400003	AD24	Funding for TI 1, Project/ Program SMMIT improvements, in the amount of \$1,090,000 (OPN)					
400004	AD24	Funding for TI 1, Project/ Program SMMIT improvements, in the amount of \$795,000 (OPN)					
400005	AD24	Funding for TI 1, Project/ Program SMMIT OPN, in the amount of \$6,311,500 (OPN)					
400006	AD24	Funding for TI 1, Project/ Program SMMIT OPN in the amount of \$319,000 (OPN)					
400007	AD24	Funding for TI 1, Project/ Program SMMIT EPM-FY11, in the amount of \$37,000 (OPN)					
400008	AD24	Funding for TI 1, Project/ Program AAT/SBT Modd-FY11, in the amount of \$50,000 (OPN)					
400009	AD24	Funding for TI 1, Project/ Program SBT PSIM, in the amount of \$419,085 (OPN)					
400011	AD24	Funding for TI 2, Project/ Program PSIM R&D, in the amount of \$423,500 (RDT&E)					
400012	AD24	Funding for TI 2, Project/ Program PSIM R&D, in the amount of \$35,000 (RDT&E)					
400013	AD24	Funding for TI 2, Project/ Program SMMIT R&D, in the amount of \$201,942 (RDT&E)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400014	AD24	Funding for TI 2, Project/ Program SMMIT R&D, in the amount of \$251,000 (RDT&E)					
400015	AD24	Funding for TI 2, Project/ Program PSIM R&D, in the amount of \$30,000 (RDT&E)					
400016	AD24	Administrative deletion (Fund Type - OTHER)					
400017	AD24	Funding for TI 3 in the amount of \$422,000 (O&MN,N)					
400018	AD24	Funding for TI 3 in the amount of \$50,000 (O&MN,N)					
4100	AD24	Signature Trainer Support in accordance with Section C, Statement of Work. (OPN)	1.0	LO			\$11,108,517.00
410001	AD24	Funding for TI 2 rev 1 in the amount of \$146,600 (RDT&E)					
410002	AD24	Funding for TI 1 rev 1 in the amount of \$152000 (OPN)					
410003	AD24	Funding for TI 1 rev 1 in the amount of \$745,000 (OPN)					
410004	AD24	Funding for TI 1 rev 1 in the amount of \$2,292,000 (OPN)					
410005	AD24	Funding for TI 1 rev 1 in the amount of \$1,693,000 (OPN)					
410006	AD24	Funding for TI 3 in the amount of \$909,000 (O&MN,N)					
410007	AD24	Funding for TI 2 rev 1 in the amount of \$20000 (RDT&E)					
410008	AD24	Funding for TI 1 rev 1 in the amount of \$120,000 (OPN)					
410009	AD24	Funding for TI 1 rev 1 in the amount of \$193,544 (OPN)					
410010	AD24	Funding for TI 1 rev 1 in the amount of \$40,000 (OPN)					
410011	AD24	Funding for TI 3 rev 1 in the amount of \$1,095,000 (O&MN,N)					
410012	AD24	Funding for TI 2 rev 2 in the amount of \$29,000 (RDT&E)					
410013	AD24	Funding for TI 1 rev 2 in the amount of \$125,900 (OPN)					
410014	AD24	Funding for TI 3 rev 1 in the amount of \$212,000 (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410015	AD24	Funding for TI 1 rev 3 in the amount of \$58,000 (OPN)					
410016	AD24	Funding for TI 1 rev 3 in the amount of \$660,000 (OPN)					
410017	AD24	Funding for TI 1 rev 3 in the amount of \$120,000 (OPN)					
410018	AD24	Funding for TI 2 rev 3 in the amount of \$9,029 (RDT&E)					
410019	AD24	Funding for TI 2 rev 3 in the amount of \$13,794 (RDT&E)					
410020	AD24	Funding for 4 in the amount of \$49,000 (WCF)					
410021	AD24	Funding for TI 2 rev 3 in the amount of \$265,000 (RDT&E)					
410022	AD24	Funding for TI 2 rev 3 in the amount of \$330,000 (RDT&E)					
410023	AD24	Funding for TI 2 rev 4 in the amount of \$300,000 (RDT&E)					
410024	AD24	Funding for TI 2 rev 5 in the amount of \$1,000,000 (RDT&E)					
410025	AD24	Funding for TI 3 rev 2 in the amount of \$70,000. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)					
410026	AD24	Funding for TI 2 rev 5 in the amount of \$112,600 (RDT&E)					
410027	AD24	Funding for TI 2 rev 5 in the amount of \$29,650 (RDT&E)					
410028	AD24	Funding for TI 2 rev 5 in the amount of \$38,400 (RDT&E)					
410029	AD24	Funding for TI 2 rev 5 in the amount of \$47,000 (RDT&E)					
410030	AD24	Funding for TI 5 in the amount of \$55,000 (Fund Type - OTHER)					
410031	AD24	Funding for TI 02, Rev 06 in the amount of \$160,000 (RDT&E)					
410032	AD24	Funding for TI 02, Rev 06 in the amount of \$18,000 (RDT&E)					
4200	AD24	Signature Trainer Support in accordance with Section C, Statement of Work. (Fund Type - TBD)	1.0	LO			\$11,504,566.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420001	AD24	Funding for TI 9 in the amount of \$180,000 (OPN)					
420002	AD24	Funding for TI 9 in the amount of \$55,000 (OPN)					
420003	AD24	Funding for TI 7 in the amount of \$220,033 (RDT&E)					
420004	AD24	Funding for TI 7 in the amount of \$38,000 (RDT&E)					
420005	AD24	Funding for TI 8 in the amount of \$39,000 (O&MN,N)					
420006	AD24	Funding for TI 8 in the amount of \$50,000 (O&MN,N)					
420007	AD24	Funding for TI 08, Rev 1 in the amount of \$73,000. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)					
420008	AD24	Funding for TI 08, Rev 1 in the amount of \$50,000. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)					
420009	AD24	Funding for TI 06 in the amount of \$95,000 (OPN)					
420010	AD24	Funding for TI 06 in the amount of \$190,480 (OPN)					
420011	AD24	Funding for TI 06 in the amount of \$697,500 (OPN)					
420012	AD24	Funding for TI 06 in the amount of \$500,000 (OPN)					
420013	AD24	Funding for TI 06 in the amount of \$2,188,543 (OPN)					
420014	AD24	Funding for TI 06 in the amount of \$460,000 (OPN)					
420015	AD24	Funding for TI 06 in the amount of \$17,478 (OPN)					
420016	AD24	Funding for TI 07, Rev 01 in the amount of \$795,000 (RDT&E)					
420017	AD24	Funding for TI 08, Rev 1 in the amount of \$114,000. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)					
420018	AD24	Funding for TI 07, Rev 01 in the amount of \$215,000 (RDT&E)					
420019	AD24	Funding for TI 08, Rev 01 in the amount of \$695,000. 10 USC 2410(a)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		authority is hereby invoked. (O&MN,N)					
420020	AD24	Funding for TI 07, Rev 02 in the amount of \$70,000 (RDT&E)					
420021	AD24	Funding for TI 06, Rev 01 in the amount of \$145,000 (OPN)					
420022	AD24	Funding for TI 10 in the amount of \$70,000.00 (O&MN,N)					
420024	AD24	Funding for TI 11 in the amount of \$48,500.00 (RDT&E)					
420025	AD24	Funding for TI 12 in the amount of \$80,000.00 (OPN)					
420026	AD24	Funding for TI 10 Rev 01 in the amount of \$40,000.00 (O&MN,N)					
420027	AD24	Funding for TI 13 in the amount of \$220,000.00 (RDT&E)					
420028	AD24	Funding for TI 14 in the amount of \$128,000.00 (RDT&E)					
420029	AD24	Funding for TI 15 in the amount of \$633,000.00 (RDT&E)					
420030	AD24	Funding for TI 16 in the amount of \$54,000.00 (RDT&E)					
420031	AD24	Funding for TI 17 in the amount of \$250,000.00 (OPN)					
420032	AD24	Funding for TI 18 in the amount of \$55,000.00 (RDT&E)					
420033	AD24	Funding for TI 19 in the amount of \$190,000.00 (OPN)					
420034	AD24	Funding for TI 20 in the amount of \$300,000.00 (OPN)					
420035	AD24	Funding for TI 21 in the amount of \$100,000.00 (FMS)					
420036	AD24	Funding for TI 22 in the amount of \$700,000.00 (RDT&E)					
420037	AD24	Funding for TI 23 in the amount of \$470,000.00 (RDT&E)					
420038	AD24	Funding for TI 24 in the amount of \$100,000.00 (OPN)					
420039	AD24	Funding for TI 23/Rev 1 in the amount of \$500,000.00 (RDT&E)					
420040	AD24	Funding for TI 25 in the amount of \$19,350.00. 10 USC 2410(a) authority is hereby invoked. (OPN)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420041	AD24	Funding for TI 25 in the amount of \$25,000.00. 10 USC 2410(a) authority is hereby invoked. (OPN)					
420042	AD24	Funding for TI 26 in the amount of \$100,000.00 (OPN)					
420043	AD24	Funding for TI 27 in the amount of \$20,000.00 (Fund Type - OTHER)					
420044	AD24	Funding for TI 28 in the amount of \$275,000.00 (RDT&E)					
420045	AD24	Funding for TI 28 in the amount of \$55,000.00 (RDT&E)					
420046	AD24	Funding for TI-14 Rev 1 in the amount of \$122,000 (RDT&E)					
420047	AD24	Funding for TI-22 Rev 1 in the amount of \$41,682 (RDT&E)					
420048	AD24	Funding for TI-30 in the amount of \$20,000 (OPN)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	AD24	Other Direct Costs (ODC) in the amount of \$4,237,180.00 consisting of materials, travel, and miscellaneous costs in support of CLIN 4000. The Government specified ODC amount of \$4,238,180.00 is non-fee bearing. (Fund Type - TBD)	1.0	LO	\$1,135,356.00
600001	AD24	ODC funds for TI 1, COAETT, in the amount of \$181,000 (OPN)			
600003	AD24	ODC funds for TI 1, SMMIT improvements, in the amount of \$10,000 (OPN)			
600004	AD24	ODC funds for TI 1, SMMIT OPN, in the amount of \$235,000 (OPN)			
600005	AD24	ODC funds for TI 2, PSIM R&D in the amount of \$6,500 (RDT&E)			
600006	AD24	ODC funds for TI 2, SMMIT R&D, in the amount of \$50,000 (RDT&E)			
600007	AD24	Administrative deletion (Fund Type - OTHER)			
600008	AD24	ODC funds for TI 1 rev 1 in the amount of \$25,000 (OPN)			
600009	AD24	ODC funds for TI 1 rev 1 in the amount of \$25,456 (OPN)			
600010	AD24	ODC funds for TI 1 rev 1 in the amount of \$100,000 (OPN)			
600011	AD24	ODC funds for TI 1 rev 1 in the amount of \$80,000 (OPN)			
600012	AD24	ODC funds for TI 1 rev 1 in the amount of \$60,000 (OPN)			
600013	AD24	ODC funds for TI 3 in the amount of \$10,000 (O&MN,N)			
600014	AD24	ODC funds for TI 3 in the amount of \$100000 (O&MN,N)			
600015	AD24	ODC funding for TI 3 rev 1 in the amount of \$80,000 (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
600016	AD24	ODC funding for TI 2 rev 2 in the amount of \$1,400 (RDT&E)			
600017	AD24	ODC funding for TI 1 rev 2 in the amount of \$121,000 (OPN)			
600018	AD24	ODC funding for TI 1 rev 3 in the amount of \$10,000 (OPN)			
600019	AD24	ODC funding for TI 1 rev 3 in the amount of \$20,000 (OPN)			
600020	AD24	ODC funding for TI 1 rev 3 in the amount of \$10,000 (OPN)			
600021	AD24	ODC funding for TI 2 rev 3 in the amount of \$5,000 (RDT&E)			
600022	AD24	ODC funding for TI 2 rev 3 in the amount of \$5,000 (RDT&E)			
6100	AD24	Other Direct Costs (ODC) in the amount of \$4,651,916.00 consisting of materials, travel, and miscellaneous costs in support of CLIN 4100. The Government specified ODC amount of \$4,651,916.00 is non-fee bearing. (Fund Type - TBD)	1.0	LO	\$260,450.00
610001	AD24	ODC funding for TI 3 rev 2 in the amount of \$20,000. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)			
610002	AD24	ODC funding for TI 2 rev 3 in the amount of \$65,000 (O&MN,N)			
610003	AD24	ODC Funding for TI 2 rev 5 in the amount of \$5,000 (RDT&E)			
610004	AD24	ODC Funding for TI 2 rev 5 in the amount of \$2,200 (RDT&E)			
610005	AD24	ODC Funding for TI 2 rev 5 in the amount of \$3,250 (RDT&E)			
610006	AD24	ODC Funding for TI 5 in the amount of \$165,000 (Fund Type - OTHER)			
6200	AD24	Other Direct Costs (ODC) in the amount of \$4,277,484.00 consisting of materials, travel, and miscellaneous costs in support of CLIN 4200. The Government specified ODC amount of \$4,276,483.00 is non-fee bearing. (Fund Type - TBD)	1.0	LO	\$11,770,774.00
620001	AD24	Funding for TI 9 in the amount of \$5,000 (OPN)			
620002	AD24	Funding for TI 8 in the amount of \$200,000 (RDT&E)			
620003	AD24	Funding for TI 8 in the amount of \$100,000 (O&MN,N)			
620004	AD24	Funding for TI 08, Rev 1 in the amount of \$145,000. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)			
620005	AD24	Funding for TI 06 in the amount of \$5,000 (OPN)			
620006	AD24	Funding for TI 06 in the amount of \$631,380 (OPN)			
620007	AD24	Funding for TI 06 in the amount of \$42,000 (OPN)			
620008	AD24	Funding for TI 06 in the amount of \$800,000 (OPN)			
620009	AD24	Funding for TI 06 in the amount of \$60,000 (OPN)			
620010	AD24	Funding for TI 06 in the amount of \$20,000 (OPN)			
620011	AD24	Funding for TI 06 in the amount of \$165,590 (OPN)			
620012	AD24	Funding for TI 07, Rev 01 in the amount of \$70,000 (RDT&E)			
620013	AD24	Funding for TI 08, Rev 1 in the amount of \$11,000. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
620014	AD24	Funding for TI 08, Rev 1 in the amount of \$60,000. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)			
620015	AD24	Funding for TI 07, Rev 1 in the amount of \$65,000. (RDT&E)			
620016	AD24	Funding for TI 07, Rev 02 in the amount of \$5,000 (RDT&E)			
620017	AD24	Funding for TI 06, Rev 01 in the amount of \$5,000 (OPN)			
620018	AD24	Funding for TI 10 in the amount of \$5,000.00 (O&MN,N)			
620019	AD24	Funding for TI 13 in the amount of \$75,000.00 (RDT&E)			
620020	AD24	Funding for TI 15 in the amount of \$150,000.00 (RDT&E)			
620021	AD24	Funding for TI 16 in the amount of \$3,000.00 (RDT&E)			
620022	AD24	Funding for TI 18 in the amount of \$10,000.00 (RDT&E)			
620023	AD24	Funding for TI 19 in the amount of 570,000.00 (OPN)			
620024	AD24	Funding for TI 20 in the amount of \$725,000.00 (OPN)			
620025	AD24	Funding for TI-21 in the amount of \$20,000.00 (FMS)			
620026	AD24	Funding for TI-22 in the amount of \$206,750.00 (RDT&E)			
620027	AD24	Funding for TI 23 in the amount of \$735,000.00 (RDT&E)			
620028	AD24	Funding for TI 24 in the amount of \$1,500,000.00 (OPN)			
620029	AD24	Funding for TI 25 in the amount of \$5,000.00. 10 USC 2410(a) authority is hereby invoked. (OPN)			
620030	AD24	Funding for TI 26 in the amount of \$1,500,000.00 (OPN)			
620031	AD24	Funding for TI 28 in the amount of \$15,000.00 (RDT&E)			
620032	AD24	Funding for TI 28 in the amount of \$2,000.00 (RDT&E)			
620033	AD24	Funding for TI-14 Rev 1 in the amount of \$10,000 (RDT&E)			
620034	AD24	Funding for TI-26 Rev 1 in the amount of \$630,000 (OPN)			
620035	AD24	Funding for TI-29 in the amount of \$140,000 10 USC 2410(a) authority is hereby invoked. (O&MN,N)			
620036	AD24	Funding for TI-30 in the amount of \$148,192.41 (OPN)			

This is a Cost Plus Fixed Fee (CPFF) level of effort type task order.

The fee percentage to be applied to the labor CLIN is [REDACTED]

APPROVED SUBCONTRACTORS

- Dynamic Animation Systems
- Lockheed Martin MS2
- R&D Solutions, Inc.
- Alion ETC
- URS Federal Technical Services

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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 have 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 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 Acoustic Instructor Control (AIC) provides authoring and control functions which allow AWESIM and PSIM to simulate different parts of the world, at different timeframes, in different climatic conditions, and with different targets and interfering sources. 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 for acoustic, visual, EW, and non-acoustic subsystems and require integration of stimulation and tactical subsystem and emulations of tactical components. 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. The Engineering Development Model for these systems is located at NSWC Carderock and the trainer installations include sites such as Manassas VA, Suitland MD, Newport RI, Guam, Groton CN, Norfolk VA, Kings Bay GA, Bangor WA, San Diego CA, and Pearl Harbor HI.

All systems referenced in this Statement of Work are used for the training and evaluation of real time tactical systems. These tactical training systems use actual real time tactical hardware and software, where the purpose is tactical pre-deployment training, real world mission rehearsal, and tactical mission planning. These systems increase tactical readiness and improved employment of tactical systems throughout the Fleet.

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C.1 Acoustic Analysis Trainer (AAT). AAT is a multi-station system used to train acoustic signature analysis and target recognition. It utilizes BQQ-10 tactical software for the towed sensors to independently process and display digital pre and post beamformer data. Digital data is streamed into the system to provide element level and beam level stimulation of the BQQ-10 software for acoustic analysis training of fleet personnel

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 the Submarine Multimission Team Trainer (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 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 signature analysis and target recognition training. The AIC 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 SET's and upgrades as required by the Fleet.

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C.3.3 The contractor shall maintain SET's 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, EW emulations, periscopes, and numerous other tactical support tools. The tactical systems are "off-the-shelf" tactical systems. Massive synthetic signature stimulation is required for the trainer. The acoustic stimulation feeds all submarine acoustic sensor data streams. 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 must 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 has been 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 Test Facility Stimulation of Tactical systems

The SMMTT stimulation and simulation components are reused and adapted for application in tactical software test facilities for evaluation of potential tactical configurations and 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.

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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 developed and deployed by NUWC Newport to support surfaced submarine 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 and additional leveraged SMMTT subsystems with the NUWC Newport SBT infrastructure is required. The design and procurement of the image generators is required. Development and modification of 3-Dimensional platform and Harbor models for PSIM is required to meet SBT requirements.

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

C.7.2 The contractor shall aid in the delivery, construction 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

Similar systems to the ones described above may be funded in the future for the surface, air, or surveillance communities. Reutilization and modification of software on the same hardware architecture can result in significant savings for the Navy. The commonality achieved can reduce 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, frequency domains, in support of stimulation for tactical training and testing systems

C.8.1 The contractor shall design and implement Engineering Development 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 1.0 technologies as specified in individual technical instructions.

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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. All efforts will also support NSWC Quality Management directives as required.

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.

C.9.4 Information Assurance. The contractor shall provide Information Assurance (IA) support, maintenance, and configuration control for the development systems in section C. This contractor shall provide system/network administration support as appropriate, to include network and system administration support, server and workstation setup, maintenance support, patch management, and scanning and remediation of systems for IA testing. Support shall include the implementation and documentation of all IA requirements for delivered systems and development systems. The contractor shall ensure that Information Assurance is provided for all Information Technology (IT) systems in accordance with all current DoD and DoN policies, procedures, and statutes. The contractor shall provide tracking and support of all Certification and Accreditation efforts, support for IA Workforce management, and overall coordination of IT/IA program. The contractor is further responsible for ensuring that the certifications and certification status of all contractor personnel performing IA 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 minimum IA Workforce requirements are listed in the IA Workforce Contractor Requirements matrix.

C.9.5 Hardware Maintenance. The contractor is responsible for establishing and maintaining system Engineering Development Models (EDM) for all deliverable system configurations for the purpose of development, testing, and validation at NSWC Carderock prior to system fielding. The contractor shall procure hardware necessary to support the development and fielding of these tactical training systems and shall conduct hardware preventive maintenance, hardware repair, installation, parts sparing, parts inventorying, and shipping to support delivered and development systems.

C.9.6 Software Engineering. The contractor shall provide general software engineering support as required for the design, prototyping and implementation of trainer products.

C.9.7 Software Integration and Testing. The contractor shall provide both onsite and offsite software integration and testing support as required for trainer products.

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C.9.8 Fleet Training. The contractor shall provide training services to the Fleet in support of products they have developed for the trainers.

C.9.9 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.

C.9.10 Administrative Support. 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. The contractor support will also include proper handling, tracking, and management of all classified materials required in support of all task 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 houses development systems and target machines for the trainers listed in section C. 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 integration and testing of the Engineering Development Models (EDMs) is to be performed at the NSWCCD PDF. It is estimated that 50% of the work will occur at NSWCCD, 40% 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.

C.11 Support Costs

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

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, uninterruptable power supplies, cables, office supplies and other materials to support system development and

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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 CDRL A001 - CONFERENCE AGENDA
- C.12.1.2 CDRL A002 - CONFERENCE MINUTES
- C.12.1.3 CDRL A003 - CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT (INCLUDING BURN RATE ANALYSIS AND INCURRED COST REPORTS)
- C.12.1.4 CDRL A004 - SOFTWARE DEVELOPMENT PLAN (SDP)
- C.12.1.5 CDRL A005 - SYSTEM/SUBSYSTEM SPECIFICATION (SSS)
- C.12.1.6 CDRL A006 - SOFTWARE REQUIREMENTS SPECIFICATION (SRS)
- C.12.1.7 CDRL A007 - INTERFACE REQUIREMENTS SPECIFICATION (IRS)
- C.12.1.8 CDRL A008 - SOFTWARE PRODUCT SPECIFICATION (SPS)
- C.12.1.9 CDRL A009 - SOFTWARE VERSION DESCRIPTION (SVD)
- C.12.1.10 CDRL A010 - PROCEDURES, TEST
- C.12.1.11 CDRL A011 - TEST/INSPECTION REPORT
- C.12.1.12 CDRL A012 - TECHNICAL REPORT – STUDY/SERVICES

C.13 CONTRACTOR PERSONNEL IDENTIFICATION

C.13.1 In the performance of this task order, Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and by displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as Contractor employees in telephone conversations and formal and informal written correspondence.

C.13.2 The Contractor shall ensure that personnel transferring classified data to removable media have the proper training and approval to perform Media Transfer Agent functions in accordance with CARDEROCKDIVINST 5510.12. The Contractor shall ensure that personnel designated as Media Transfer Agents have the appropriate security clearance in accordance with the Contract DD Form 254 Contract Security

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Classification Specification.

C.14 PERSONNEL REQUIREMENTS

C.14.1 The level of effort for the performance of the resultant task order is based on the following labor categories and hours per year:

Title	Key	Hours	Resumes Req
Program Manager 3	Yes	1920	1
Program Manager 2	Yes	1920	1
Engineer 6	Yes	3840	2
Engineer 5	Yes	3840	2
Engineer 4	Yes	3840	2
Programmer 6	Yes	3840	2
Programmer 5	Yes	3840	2
Scientist 6	Yes	1920	1
Scientist 5	Yes	3840	2
Subject Matter Expert 3	Yes	3840	2
Subject Matter Expert 2	Yes	3840	2
Program Manager 1	No	1920	
Admin Assistant 3	No	1920	
Admin Assistant 2	No	1920	
Admin Assistant 1	No	1920	
Engineer 3	No	3840	
Engineer 2	No	3840	
Engineer 1	No	3840	
Programmer 4	No	3840	
Programmer 3	No	3840	
Programmer 2	No	3840	
Programmer 1	No	1920	
Scientist 4	No	3840	
Scientist 3	No	3840	
Scientist 2	No	1920	
Scientist 1	No	1920	
Subject Matter Expert 1	No	3840	
Technician 3	No	1920	
Technician 2	No	1920	
Technician 1	No	1920	
Technical Writer	No	1920	

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PERSONNEL REQUIREMENTS

All persons proposed in key and non-key labor categories shall be U.S. citizens holding at least a current SECRET clearance.

Cybersecurity Workforce/ Information Assurance Workforce requirements - The offeror must identify who (i.e. which labor categories, individuals, etc...) will fulfill the minimum requirements listed in the Cybersecurity Workforce / Information Assurance Workforce (IAWF) Contractor Training matrix incorporated as an attachment to this solicitation. In addition, the offeror must state that the labor categories/individuals will either have the certifications on day 1 of duties, or within 6 months, whichever applies in accordance with the notes at the bottom of the matrix."

KEY PERSONNEL: The Government's target qualifications for the key personnel labor categories are provided below. The proposed combined expertise of all proposed personnel shall cover the requirement in the Statement of Work. The contractor shall provide individuals to fill the key positions identified below:

Program Manager 3 - *Key labor category*

A Bachelor's degree in Engineering, Math, Physical Sciences, Computer Science, or related field and 15 years of experience in the field of technical program management within a program similar in complexity and subject area to the work described in the statement of work. The Program Manager should have at least 15 years experience in ASW/USW acoustic design and analysis. The individual should be in a position of sufficient authority to obtain the resources to perform tasks under this contract within cost and schedule constraints. This position will be responsible for the performance, cost, and scheduling of all deliveries under this contract. This position will additionally be responsible for maintaining a cohesive, coordinated effort between the principal government representatives and the various contractors on this program.

Program Manager 2 – *Key labor category*

A Bachelor's degree in Engineering, Math, Physical Sciences, Computer Science, or related field and 12 years of experience in the field of technical program management within a program similar in complexity to the work described in the statement of work. The Program Manager should have at least 12 years experience in ASW/USW acoustic design and analysis.

Engineer Level 6 - *Key labor category*

A Bachelor's degree in Engineering and 15 years of experience specifically relating to the Statement of Work. The Engineer Level 6 should be a leading expert in the specific technologies in the SOW.

Engineer Level 5 - *Key labor category*

A Bachelor's degree in Engineering and 12 years of experience specifically relating to the Statement of Work.

Engineer Level 4 – *Key labor category*

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A Bachelor's degree in Engineering and 10 years of experience specifically relating to the Statement of Work.

Programmer Level 6 - *Key labor category*

A Bachelor's in Engineering, Math, Physical Sciences, Imaging/Digital Arts, or Computer Science with 15 years relevant experience in the design, development, and implementation of real time acoustic signal processing algorithms. The resume should also show practical experience in the development of parallel processing implementations, signal processing and real-time data analysis systems or visualization/simulation. The Level 6 programmer should demonstrate expertise specifically relating to the Statement of Work.

Programmer Level 5 - *Key labor category*

A Bachelor's degree in Engineering, Math, Physical Sciences, Imaging/Digital Arts, or Computer Science with 12 years relevant experience in experience in the design, development, and implementation of real time acoustic signal processing algorithms. The resume should also show practical experience in the development of parallel processing implementations, signal processing and real-time data analysis systems or visualization/simulation. They should demonstrate experience specifically relating to the Statement of Work.

Scientist Level 6 - *Key labor category*

A Bachelor's degree in mathematics, physics, acoustics or a related field with 15 years experience in numerical model development, implementation, or data analysis. The Level 6 Scientist should be a leading expert in the specific sciences in the SOW.

Scientist Level 5 - *Key labor category*

A Bachelor's degree in mathematics, physics, acoustics or a related field with 12 years experience in numerical model development, implementation, or data analysis specifically relating to the Statement of Work.

Subject Matter Expert 3 - *Key labor category*

A Bachelor's degree in mathematics, physics, acoustics, engineering, or equivalent military experience with 15 years experience directly related to ASW or operations, systems, and theory. It is recommended that the subject matter expertise have been acquired from Military service.

Subject Matter Expert 2 – *Key labor category*

A Bachelor's degree in mathematics, physics, acoustics, engineering, or equivalent military experience with at least 12 years experience directly related to ASW or operations, systems, and theory. It is recommended that the subject matter expertise have been acquired from Military service.

NON-KEY PERSONNEL: Although resumes for "Non-Key Personnel" are not required, offerors must fully demonstrate their ability to provide the non-key personnel listed below who meet the requirements that follow. Offerors shall certify in their

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proposals that they have these non-key personnel and provide a statement as to their ability to supply the personnel with the experience required to perform the efforts specified in the Statement of Work. The contractor shall provide individuals to fill the non-key positions identified below:

Program Manager 1 - *Non-key labor category*

A minimum of a Bachelor's degree in Engineering, Math, Physical Sciences, Computer Science, or related field and a minimum of 10 years of experience in the field of technical program management within a program similar in complexity to the work described in the statement of work. The Program Manager shall have at least 10 years experience in ASW/USW acoustic and non-acoustic system design and analysis.

Administrative Assistant 3 - *Non-key labor category*

12 years experience in document and brief preparation, budget analysis, time-keeping, database entry, word processing, and spreadsheet usage supporting program management.

Administrative Assistant 2 - *Non-key labor category*

8 years experience in document and brief preparation, budget analysis, time-keeping, database entry, word processing, and spreadsheet usage supporting program management.

Administrative Assistant 1 - *Non-key labor category*

5 years experience in document and brief preparation, budget analysis, time-keeping, database entry, word processing, and spreadsheet usage supporting program management.

Engineer Level 3 - *Non-key labor category*

A minimum of a Bachelor's degree in Engineering and a minimum of 8 years of experience specifically relating to the Statement of Work.

Engineer Level 2 - *Non-key labor category*

A minimum of a Bachelor's degree in Engineering or a minimum of 4 years of experience specifically relating to the Statement of Work.

Engineer Level 1 - *Non-key labor category*

A minimum of 18 college credits related to Engineering or a minimum or 2 years of experience specifically relating to the Statement of Work.

Programmer Level 4 - *Non-key labor category*

A minimum of a Bachelor's degree in Engineering, Math, Physical Sciences, Imaging/Digital Arts, or Computer Science. They shall have at least 10 years relevant experience in experience in the design, development, and implementation of real time acoustic signal processing algorithms. Practical experience in the development of parallel processing implementations, signal processing and real-time data analysis systems or visualization/simulation is also required. They shall demonstrate

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experience specifically relating to the Statement of Work.

Programmer Level 3 - *Non-key labor category*

A minimum of a Bachelor's degree in Engineering, Math, Physical Sciences, Imaging/Digital Arts, or Computer Science. They shall have at least 8 years relevant experience in experience in the design, development, and implementation of real time acoustic signal processing algorithms. Practical experience in the development of parallel processing implementations, signal processing and real-time data analysis systems or visualization/simulation is also required. They shall demonstrate experience specifically relating to the Statement of Work.

Programmer Level 2 - *Non-key labor category*

A minimum of a Bachelor's degree in Engineering, Math, Physical Sciences, Imaging/Digital Arts, or Computer Science. They shall have at least 4 years relevant experience in experience in the design, development, and implementation of real time acoustic signal processing algorithms. Practical experience in the development of parallel processing implementations, signal processing and real-time data analysis systems or visualization/simulation is also required.

Programmer Level 1 - *Non-key labor category*

A minimum of a Bachelor's degree or 3 years of relevant experience in Engineering, Math, Physical Sciences, Imaging/Digital Arts, or Computer Science. Practical experience in the development of parallel processing implementations, signal processing and real-time data analysis systems or visualization/simulation is also required.

Scientist Level 4 – *Non-key labor category*

A minimum of a Bachelor's degree in mathematics, physics, acoustics or a related field with at least 10 years' experience in numerical and acoustic model development, implementation, or data analysis specifically relating to the Statement of Work.

Scientist Level 3 - *Non-key labor category*

A minimum of a Bachelor's degree in mathematics, physics, acoustics or a related field with at least 8 years' experience in numerical and acoustic model development, implementation, or data analysis specifically relating to the Statement of Work.

Scientist Level 2 - *Non-key labor category*

A minimum of a Bachelor's degree in mathematics, physics, acoustics or a related field with at least 4 years' experience in numerical and acoustic model development, implementation, or data analysis specifically relating to the Statement of Work.

Scientist Level 1 - *Non-key labor category*

A minimum of a Bachelor's degree in mathematics, physics, acoustics or a related field with some experience in numerical and acoustic model development, implementation, or data analysis specifically relating to the Statement of Work.

Subject Matter Expert 1 – *Non-key labor category*

A minimum of a Bachelor's degree in mathematics, physics, acoustics, engineering,

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or equivalent military experience with at least 10 years experience directly related to ASW or operations, systems, and theory. The subject matter expertise must have been acquired from Military service.

Technician 3 - Non-key labor category

A minimum of 15 years experience assembling, testing, troubleshooting, and maintaining large scale computer systems.

Technician 2– Non-Key labor category

A minimum of 10 years experience assembling, testing, troubleshooting, and maintaining large scale computer systems.

Technician - Non-Key labor category

A minimum of 5 years experience assembling, testing, troubleshooting, and maintaining large scale computer systems.

Technical Writer 2 – Non-Key labor category

Bachelor's degree or equivalent experience and training with 10 years experience writing technical reports, performing analysis of technical literature available, writing descriptive copy, and verifying documentation with appropriate sources. This experience shall be in technologies related to this SOW.

Technical Writer 1 - Non-Key labor category

Bachelor's degree or equivalent experience and training with 5 years experience writing technical reports, performing analysis of technical literature available, writing descriptive copy, and verifying documentation with appropriate sources. This experience shall be in technologies related to this SOW.

See attachment for the Cybersecurity Workforce/ Information Assurance Workforce requirements

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SECTION D PACKAGING AND MARKING

Packing and Marking shall be in accordance with Section D of the base contract.

Contracting Officer's Representative:

John Bishop, Administrative/Technical Specialist, Code 7340

Signatures Training & Decision Systems

Naval Surface Warfare Center (NSWC) Carderock

9500 MacArthur Blvd

West Bethesda, MD 20817-5700

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(301)227-0458

Alternate Contracting Officer's Representative:

Joseph Osborne, Code 7340

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(301)227-5218

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed by the Government at destination by the Contracting Officer's Representative.

Contracting Officer's Representative:

John Bishop, Administrative/Technical Specialist, Code 7340

Signatures Training & Decision Systems

Naval Surface Warfare Center (NSWC) Carderock

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Alternate Contracting Officer's Representative:

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	7/30/2012 - 2/12/2015
4100	8/31/2012 - 2/12/2015
4200	8/13/2013 - 2/12/2015
6000	7/30/2012 - 2/12/2015
6100	8/31/2012 - 2/12/2015
6200	8/13/2013 - 2/12/2015

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:

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>PERIOD OF PERFORMANCE</u>
4000 & 6000	ALL	7/30/2012 through 2/12/2015
4100 & 6100	ALL	8/31/2012 through 2/12/2015
4200 & 6200	ALL	8/13/2013 through 2/12/2015

DODAAC: N00167
COR: John Bishop
9500 MacArthur Blvd
W. Bethesda, MD 20817

ACOR: Joseph Osborne
9500 MacArthur Blvd
W. Bethesda, MD 20817

(End of clause)

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative



(NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) 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)
- 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	N00167
Admin DODAAC	S2404A
Pay Office DODAAC	HQ0338
Inspector DODAAC	N/A
Service Acceptor DODAAC	N/A
Service Approver DODAAC	N00167
Ship To DODAAC	N00167
DCAA Auditor DODAAC	HAA50W
LPO DODAAC	N/A
Inspection Location	Destination
Acceptance Location	Destination

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

(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's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(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 [redacted] 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 (to be identified at the task order level) 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 1,772 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:

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

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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 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 overrun; (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) 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.

(End of Clause)

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

Item(s)	Allotted to Cost	Allotted to Fee	Period of Performance
4100			12 Feb 2015
4200			12 Feb 2015
6000			12 Feb 2015
6100			12 Feb 2015
6200			12 Feb 2015

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for each.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the from the costs of performance of fully funded CLINs/SLINs.

FUNDING PROFILE

The following details funding to date:

Total Contract CPFF	Funds this Action	Previous Funding	Funds Available	Balance Unfunded
\$46,622.942	(\$991,807.59)	\$44,683,888	\$43,692,080.41	\$2,930,861.59

(End of Clause)

In accordance with (DFARS) PGI 204.7108 "Other"(d) (12) INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with clause HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS(b)(12)"Other" (ALTERNATE 1) (NAVSEA) (JAN 2008), which is in your basic Seaport-e contract, the following payment instructions apply to this task order:

a) This requirement includes support for multiple programs with independent budgets and funding lines. These funding lines are NOT interchangeable and it is critical that the Paying Office pay in accordance with the ACRNs and SLINs noted on the contractor's invoices. To do otherwise could result in a misappropriation of funds.

(b) The Payment Office shall ensure that each payment under this contract is made in accordance with the specific accounting classification reference numbers (ACRNs) and SubCLIN (SLIN) numbers shown on each individual invoice, including attached data.

Accounting Data

SLINID	PR Number	Amount
400001	1300282066	407552.00
LLA :		
AA 1721810 84TD 252 V7TR0 0 050120 2D 000000 A00001275850		
400003	1300282580	1090000.00
LLA :		
AC 1721810 84TD 252 V7TR0 0 050120 2D 000000 A00001278683		
400004	1300282226	795000.00
LLA :		
AD 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001276776		
400005	1300282667	6311500.00
LLA :		
AE 1721810 84TD 252 V7TR0 0 050120 2D 000000 A00001278854		
400006	1300284597	319000.00
LLA :		
AF 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001288558		
400007	1300283869	37000.00
LLA :		
AG 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001283486		
400008	1300284672	50000.00
LLA :		
AH 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001288734		
400009	1300282230	419085.00
LLA :		
AJ 1721810 81HS 252 V7TR0 0 050120 2D 000000 A00001276899		
400011	1300282764	423500.00
LLA :		
AL 1721319 85YT 252 V7TR0 0 050120 2D 000000 A00001279025		
400012	1300283973	35000.00
LLA :		
AM 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001284016		
400013	1300282925	201942.00
LLA :		
AN 1721319 85YT 252 V7TR0 0 050120 2D 000000 A00001279511		
400014	1300283924	251000.00
LLA :		
AP 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001283554		
400015	1300283864	30000.00
LLA :		
AQ 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001283376		
600001	1300282066	181000.00
LLA :		
AA 1721810 84TD 252 V7TR0 0 050120 2D 000000 A00001275850		
600003	1300282580	10000.00
LLA :		
AC 1721810 84TD 252 V7TR0 0 050120 2D 000000 A00001278683		
600004	1300282667	235000.00
LLA :		
AE 1721810 84TD 252 V7TR0 0 050120 2D 000000 A00001278854		
600005	1300282764	6500.00
LLA :		
AL 1721319 85YT 252 V7TR0 0 050120 2D 000000 A00001279025		
600006	1300282925	50000.00
LLA :		
AN 1721319 85YT 252 V7TR0 0 050120 2D 000000 A00001279511		

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BASE Funding 10853079.00
Cumulative Funding 10853079.00

MOD 01 Funding 0.00
Cumulative Funding 10853079.00

MOD 02

400017 1300294851 422700.00
LLA :
AT 1721804 70CA 252 00070 M 045924 2D XMA342 383012HQVSWQ
Standard Number: N3830112XMA342/AA

400018 1300294639 50000.00
LLA :
AP 1721804 70BB 000 57020 0 060957 2D X09031 5702024A0000Q
Standard Number: R5702012FX09031/AA

410001 1300289468 147600.00
LLA :
AV 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001312493

410002 1300289665 152000.00
LLA :
AW 1721810 H2VG 252 SB000 0 050120 2D 000000 A00001312766

410003 1300289670 745000.00
LLA :
AX 1721810 H2VG 252 SB000 0 050120 2D 000000 A00001313072

410004 1300282572 2292000.00
LLA :
AY 1721810 82MB 252 V7TR0 0 050120 2D 000000 A00001278488

410005 1300286701 1693000.00
LLA :
AZ 1721810 82MB 252 V7TR0 0 050120 2D 000000 A00001298761

410006 1300294855 909000.00
LLA :
BA 1721804 70CA 252 00070 M 045924 2D XMA329 383012HQVSWQ
Standard Number: N3830112XMA329/AA

410007 1300294857 20000.00
LLA :
BB 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001333768

410008 1300286704 120000.00
LLA :
BC 1721810 82MB 252 V7TR0 0 050120 2D 000000 A00001298948

410009 1300287068 193544.00
LLA :
BD 1721810 84TD 252 V7TR0 0 050120 2D 000000 A00001301008

410010 1300289806 40000.00
LLA :
BE 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001313511

600008 1300286701 25000.00
LLA :
AZ 1721810 82MB 252 V7TR0 0 050120 2D 000000 A00001298761

600009 1300287068 25456.00
LLA :
BD 1721810 84TD 252 V7TR0 0 050120 2D 000000 A00001301008

600010 1300289665 100000.00
LLA :
AW 1721810 H2VG 252 SB000 0 050120 2D 000000 A00001312766

600011 1300289670 80000.00
LLA :
AX 1721810 H2VG 252 SB000 0 050120 2D 000000 A00001313072

600012 1300289806 60000.00
LLA :
BE 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001313511

600013 1300294851 10000.00
LLA :
AT 1721804 70CA 252 00070 M 045924 2D XMA342 383012HQVSWQ
Standard Number: N3830112XMA342/AA

600014 1300294855 100000.00
LLA :
BA 1721804 70CA 252 00070 M 045924 2D XMA329 383012HQVSWQ
Standard Number: N3830112XMA329/AA

MOD 02 Funding 7185300.00
Cumulative Funding 18038379.00

MOD 03

410011 1300297056 1095000.00
LLA :
BF 1721804 70CB 252 62853 0 068566 2D CPD080 628532CMD58Q
Standard Number: N6660412WX21583/AA

410012 1300297125 50000.00
LLA :
BG 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001346848

410013 1300282068 125900.00
LLA :
BH 1721810 84TD 252 V7TR0 0 050120 2D 000000 A00001275976

410014 1300299871 212000.00
LLA :
BA 1721804 70CA 252 00070 M 045924 2D XMA329 383012HQVSWQ
Standard Number: N3830112XMA329/AA

600015 1300297056 80000.00
LLA :
BF 1721804 70CB 252 62853 0 068566 2D CPD080 628532CMD58Q
Standard Number: N6660412WX21583/AA

600016 1300297125 2400.00
LLA :
BG 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001346848

600017 1300282068 121000.00
LLA :
BH 1721810 84TD 252 V7TR0 0 050120 2D 000000 A00001275976

MOD 03 Funding 1686300.00
Cumulative Funding 19724679.00

MOD 04

410015 1300309953 58000.00
LLA :
BJ 1721810 H2VG 252 SB000 0 050120 2D 000000 A00001448249

410016 1300309955 660000.00
LLA :
BK 1721810 H2VG 252 SB000 0 050120 2D 000000 A00001448387

410017 1300308819 120000.00
LLA :
BL 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001437907

410018 1300312361 9029.00
LLA :
BM 1721319 W3MD 255 RA329 0 068342 2D 000000 029160003670
Standard Number: N0001412WX20596/AA

410019 1300312362 13794.00
LLA :
BN 1721319 W3MD 255 RA329 0 068342 2D 000000 029160003470
Standard Number: N0001412WX20596/AA

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410020 1300309932 49000.00
 LLA :
 BP 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001447900

410021 1300319160 265000.00
 LLA :
 BQ 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001516456

410022 1300320044 330000.00
 LLA :
 BR 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001521808

600018 1300309953 10000.00
 LLA :
 BV 1721810 HZVG 252 SB000 0 050120 2D 000000 A00001448249

600019 1300309955 20000.00
 LLA :
 BK 1721810 HZVG 252 SB000 0 050120 2D 000000 A00001448387

600020 1300308819 10000.00
 LLA :
 BL 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001437907

600021 1300319160 5000.00
 LLA :
 BQ 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001516456

600022 1300320044 5000.00
 LLA :
 BR 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001521808

MOD 04 Funding 1554823.00
 Cumulative Funding 21279502.00

MOD 05 Funding 0.00
 Cumulative Funding 21279502.00

MOD 06

410023 1300330044 300000.00
 LLA :
 BS 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001582534

410024 1300323455 1000000.00
 LLA :
 BV 1731319 A7JP 252 WS050 0 050120 2D 000000 A00001540129

410025 1300323091 70000.00
 LLA :
 BW 1731804 8C3C 251 SB000 0 050120 2D 000000 A00001537434

610001 1300323455 20000.00
 LLA :
 BV 1731319 A7JP 252 WS050 0 050120 2D 000000 A00001540129

610002 1300323091 65000.00
 LLA :
 BW 1731804 8C3C 251 SB000 0 050120 2D 000000 A00001537434

MOD 06 Funding 1455000.00
 Cumulative Funding 22734502.00

MOD 07

410026 1300332146 112600.00
 LLA :
 BX 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001595748

410027 1300332145 29650.00
 LLA :
 BY 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001595743

410028 1300332142 38400.00
 LLA :
 BZ 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001595698

410029 1300332067 47000.00
 LLA :
 CA 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001595287

610003 1300332146 5000.00
 LLA :
 BX 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001595748

610004 1300332145 2200.00
 LLA :
 BY 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001595743

610005 1300332142 3250.00
 LLA :
 BZ 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001595698

MOD 07 Funding 238100.00
 Cumulative Funding 22972602.00

MOD 08 Funding 0.00
 Cumulative Funding 22972602.00

MOD 09

410030 1300339129 55000.00
 LLA :
 CB 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001646645

610006 1300339129 165000.00
 LLA :
 CB 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001646645

MOD 09 Funding 220000.00
 Cumulative Funding 23192602.00

MOD 10

410031 1300347440 160000.00
 LLA :
 CC 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001709541

410032 1300348235 18000.00
 LLA :
 CD 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001712837

MOD 10 Funding 178000.00
 Cumulative Funding 23370602.00

MOD 11

420001 1300357121 180000.00
 LLA :
 CE 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001774271

420002 1300358203 55000.00
 LLA :
 CF 97X4930 NH1C 251 77777 0 050120 2F 000000 A00001781377

420003 1300356921 220033.00
 LLA :
 CG 1731319 85VT 251 V7TR0 0 050120 2D 000000 A00001772627

420004 1300357572 38000.00
 LLA :
 CH 97X4930 NH1C 251 77777 0 050120 2F 000000 A0000176700

420005 1300357014 39000.00
 LLA :
 CJ 1731804 8M4K 251 V7TR0 0 050120 2D 000000 A00001773725

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420006 1300356922 50000.00
 LLA :
 CR 97X4930 NHIC 251 77777 0 050120 2F 000000 A00001772628
 620001 1300358203 5000.00
 LLA :
 CF 97X4930 NHIC 251 77777 0 050120 2F 000000 A00001781377
 620002 1300356921 200000.00
 LLA :
 CG 1731319 85VT 251 V7TR0 0 050120 2D 000000 A00001772627
 620003 1300356922 100000.00
 LLA :
 CR 97X4930 NHIC 251 77777 0 050120 2F 000000 A00001772628

MOD 11 Funding 887033.00
 Cumulative Funding 24257635.00

MOD 12
 420007 1300363174 73000.00
 LLA :
 CL 1731804 8M1K 251 V7TR0 0 050120 2D 000000 A00001811267
 420008 1300357685 50000.00
 LLA :
 CM 1731804 8C3C 251 SB000 0 050120 2D 000000 A00001778458
 420009 1300361506 95000.00
 LLA :
 CN 1731810 84TS 251 VUS00 0 050120 2D 000000 A00001801034
 420010 1300360761 190480.00
 LLA :
 CP 1731810 81HS 251 V7TR0 0 050120 2D 000000 A00001796105
 420011 1300363159 697500.00
 LLA :
 CQ 1731810 82MB 251 V7TR0 0 050120 2D 000000 A00001811472
 420012 1300361592 500000.00
 LLA :
 CR 97X4930 NHIC 251 77777 0 050120 2F 000000 A00001800539
 420013 1300358077 2188543.00
 LLA :
 CS 1731810 84TD 251 V7TR0 0 050120 2D 000000 A00001780880
 420014 1300362843 460000.00
 LLA :
 CT 1731810 82MB 251 V7TR0 0 050120 2D 000000 A00001809257
 420015 1300361669 17478.00
 LLA :
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 420016 1300357686 795000.00
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 420017 1300357574 114000.00
 LLA :
 CW 97X4930 NHIC 251 77777 0 050120 2F 000000 A00001776746
 420018 1300362780 215000.00
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 CX 1731319 A4RJ 251 WS050 0 050120 2D 000000 A00001809129
 420019 1300371168 695000.00
 LLA :
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 620004 1300363174 145000.00
 LLA :
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 620005 1300361506 5000.00
 LLA :
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 620006 1300360761 631380.00
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 DB 1731810 81HS 252 V7TR0 0 050120 2D 000000 A00001796105
 620007 1300363159 42000.00
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 DH 1731319 A7JP 252 WS050 0 050120 2D 000000 A00001778792
 620013 1300357574 11000.00
 LLA :
 CW 97X4930 NHIC 251 77777 0 050120 2F 000000 A00001776746
 620014 1300371168 60000.00
 LLA :
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 620015 1300362780 65000.00
 LLA :
 DD 1731319 A4RJ 252 WS050 0 050120 2D 000000 A00001809129

MOD 12 Funding 8165971.00
 Cumulative Funding 32423606.00

MOD 13
 420020 1300376392 70000.00
 LLA :
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 Standard Number: N0001413RX20463/AA
 420021 1300379081 145000.00
 LLA :
 DK 1731810 81DM 251 VU021 0 050120 2D 000000 A00001914151
 620016 1300376392 5000.00
 LLA :
 DJ 1731319 W3F3 255 RA329 0 068342 2D 000000 033460003970
 Standard Number: N0001413RX20463/AA
 620017 1300379081 5000.00
 LLA :
 DL 1731810 81DM 252 VU021 0 050120 2D 000000 A00001914151

MOD 13 Funding 225000.00
 Cumulative Funding 32648606.00

MOD 14
 410001 130028946800001 (1000.00)

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LLA :
AV 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001312493

410012 130029712500001 (21000.00)
LLA :
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420022 130038994900001 70000.00
LLA :
DM 1741804 8M4K 251 VUS00 0 050120 2D 000000 A00002023497

420024 130037637400001 48500.00
LLA :
DN 1731319 U5CN 255 00019 0 050120 2D 000000 A00001890215

420025 130039065600001 80000.00
LLA :
DP 1741810 82MB 251 V7TR0 0 050120 2D 000000 A00002027928

600016 130029712500002 (1000.00)
LLA :
BG 97X4930 NH6A 252 77777 0 050120 2F 000000 A00001346848

620018 130038994900002 5000.00
LLA :
DQ 1741804 8M4K 252 VUS00 0 050120 2D 000000 A00002023497

MOD 14 Funding 180500.00
Cumulative Funding 32829106.00

MOD 15

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DS 1741319 A7JP 251 WS050 0 050120 2D 000000 A00002052361

620019 130039381900002 75000.00
LLA :
DT 1741319 A7JP 252 WS050 0 050120 2D 000000 A00002052361

MOD 15 Funding 335000.00
Cumulative Funding 33164106.00

MOD 16

420028 130040045900001 128000.00
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DU 1741319 A4RJ 251 WS050 0 050120 2D 000000 A00002100711

MOD 16 Funding 128000.00
Cumulative Funding 33292106.00

MOD 17

420029 130040745000001 633000.00
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420030 130041209300001 54000.00
LLA :
DW 1741319 X4CV 255 00039 0 050120 2D 000000 A00002192736

420031 130041567700001 250000.00
LLA :
DX 1741810 82MB 251 V7TR0 0 050120 2D 000000 A00002219308

620020 130040745000002 150000.00
LLA :
DV 1741319 A7JP 251 WS050 0 050120 2D 000000 A00002157873

620021 130041209300001 3000.00
LLA :
DW 1741319 X4CV 255 00039 0 050120 2D 000000 A00002192736

MOD 17 Funding 1090000.00
Cumulative Funding 34382106.00

MOD 18

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420033 130041701700001 190000.00
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DZ 1741810 H2VG 251 SB000 0 050120 2D 000000 A00002230330

420034 130041672700001 300000.00
LLA :
EA 1741810 84TS 251 VUS00 0 050120 2D 000000 A00002228090

420035 130041672800001 100000.00
LLA :
EB 9711X8242 2862 000 74622 0 065916 2D PJAH44 406680010FTY
Standard Number: N0002414RX00422/AA PR# 1400394226
Only work uniquely and specifically identifiable to FMS case number JA-P-FTY is chargeable to this SLIN.
(will appear in Section G Accounting Data)

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420037 130042225100001 470000.00
LLA :
ED 1741319 87HY 251 VUS00 0 050120 2D 000000 A00002269028

420038 130042217600001 100000.00
LLA :
EE 1741810 84TD 251 V7TR0 0 050120 2D 000000 A00002269134

620022 130041701600002 10000.00
LLA :
DY 1741319 H7JH 251 SB000 0 050120 2D 000000 A00002230198

620023 130041701700002 635000.00
LLA :
DZ 1741810 H2VG 251 SB000 0 050120 2D 000000 A00002230330

620024 130041672700002 750000.00
LLA :
EA 1741810 84TS 251 VUS00 0 050120 2D 000000 A00002228090

620025 130041672800001 20000.00
LLA :
EB 9711X8242 2862 000 74622 0 065916 2D PJAH44 406680010FTY
Standard Number: N0002414RX00422/AA PR# 1400394226
Only work uniquely and specifically identifiable to FMS case number JA-P-FTY is chargeable to this SLIN.
(will appear in Section G Accounting Data)

620026 130041683400002 206750.00
LLA :
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LLA :
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620028 130042217600002 1500000.00
LLA :
EE 1741810 84TD 251 V7TR0 0 050120 2D 000000 A00002269134

MOD 18 Funding 5786750.00

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Cumulative Funding 40168856.00

MOD 19

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 420040 130042991100001 19350.00
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 EG 1721810 HZVG 251 SB000 0 050120 2D 000000 A00002322084
 420041 130043019100001 250000.00
 LLA :
 EH 1721810 HZVG 251 SB000 0 050120 2D 000000 A00002323721
 420042 130042967300001 100000.00
 LLA :
 EJ 1731810 84TD 251 V7TR0 0 050120 2D 000000 A00002320516
 420043 130042960000001 20000.00
 LLA :
 EK 97X4930 NH1C 251 77777 0 050120 2F 000000 A00002322082
 420044 130043094500001 275000.00
 LLA :
 EL 1741319 A5XB 251 WS010 0 050120 2D 000000 A00002328145
 420045 130043100200001 55000.00
 LLA :
 EM 97X4930 NH1C 251 77777 0 050120 2F 000000 A00002328308
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 LLA :
 EN 1721810 HZVG 252 SB000 0 050120 2D 000000 A00002323721
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 LLA :
 EJ 1731810 84TD 251 V7TR0 0 050120 2D 000000 A00002320516
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 LLA :
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MOD 19 Funding 2516350.00
 Cumulative Funding 42685206.00

MOD 20

420046 130044075700001 122000.00
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 420048 130044119400001 20000.00
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 LLA :
 EP 1741319 A4RJ 251 WS050 0 050120 2D 000000 A00002399888
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 LLA :
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MOD 20 Funding 1998682.00
 Cumulative Funding 44683888.00

MOD 21

620023 130041701700002 (65000.00)
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 LLA :
 EA 1741810 84TS 251 VUS00 0 050120 2D 000000 A00002228090
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 LLA :
 ED 1741319 87HY 251 VUS00 0 050120 2D 000000 A00002269028
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 LLA :
 ET 1731810 82MB 251 V7TR0 0 050120 2D 000000 A00002402284

MOD 21 Funding -991807.59
 Cumulative Funding 43692080.41

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-5 Task Order Process.

Ombudsman Description.

In accordance with FAR 16.505(a)(9), no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NSWCCD Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NSWCCD Ombudsman must be forwarded to:

Ms. Irene Katacinski

Email: irene.katacinski@navy.mil

Telephone: 215-897-7596

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.

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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.

(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

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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	Problems are resolved quickly with minimal government	Problems are non-existent or the contractor takes

	government effort to resolve.	involvement.	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 effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that 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.
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	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly,

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analysis is also submitted.

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 (JAN 2010)

a. 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 unfavorable adjudication is determined by DISCO all access will terminated.

b. Within 30 days after contract award, the Contractor shall submit a list of all Contractor personnel, including subcontractor employees, who will have access to DON information systems and/or work on-site at one of the NSWCCD sites. The Contractor shall e-mail acquisition.nswccd.fct@navy.mil to obtain the excel file that outlines the required format and content of the list. The Contractor will provide each employee's first name, last name, contract number, the NSWCCD technical code, work location, whether or not the employee has a CAC card and/or swipe card, the systems the employee can access (i.e., NMCI, RDT&E), and the name of the Contractor's local point of contact, phone number and email address. The excel file shall be submitted via email to acquisition.nswccd.fct@navy.mil and the Contracting Officer's Representative (COR) or Task Order Manager (TOM). Throughout the period of performance of the contract, the Contractor shall immediately provide an updated spreadsheet to acquisition.nswccd.fct@navy.mil and the COR/TOM when any Contractor personnel changes occur.

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SECTION I CONTRACT CLAUSES

Clause No. HQ-C-02-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)(JUL 2000) under the base contract applies to this order.

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three years.

(End of Clause)

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 --

1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

(1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

(End of Clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

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(a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41

U.S.C. 251 note)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212(a));

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if

flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

(ix) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and

10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

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(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

(End of Clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract.

Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of Clause)

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which 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 contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contractor 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 Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

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

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SECTION J LIST OF ATTACHMENTS

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CAR-H10 Performance Evaluation Criteria and Standards table

Contract Data Requirements Lost (CDRLs)

Incurred cost report

Burn rate analysis report

Cybersecurity Workforce / Information Assurance Workforce (IAWF)