

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 59		3. EFFECTIVE DATE 19-Sep-2019		4. REQUISITION/PURCHASE REQ. NO. 1300768391	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817		DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151		SCD: C	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI, Inc.-Federal 14370 Newbrook Drive Chantilly VA 20151		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4030-FD09	
		10B. DATED (SEE ITEM 13) 14-Jan-2015	
CAGE CODE 1QU78	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input checked="" 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). Unilateral in accordance with FAR 43.103(b)(1)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return 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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105
STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 2 of 3	FINAL
----------------------------------	---	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to correct a LLA error apparent in select CLIN line items. Accordingly, said Task Order is modified as follows:

A. SECTION G ACCOUNTING DATA:

FROM:

TO:

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 3 of 3	FINAL
----------------------------------	---	----------------------------------	----------------	-------

B. The end of the Period of Performance remains unchanged at 28 December 2019.

C. The total value of this TO remains unchanged at \$29,167,158.00.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 1 of 105	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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
7000							\$0.00
7000AA	R425	This CLIN/SLIN was deleted in its entirety. (Fund Type - TBD)		LO			\$0.00
7001	R425	Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 7001 is a holding CLIN and the ceiling will be reduced by the amount of ceiling applied to separate CLINs to maintain the proper contract value. (Fund Type - TBD)		LO			\$4,164.71
7002	R425	Code 80 - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - TBD)		LO			\$824,335.29
700201	R425	Funding for TI-02 in the amount of \$45500 (Fund Type - OTHER)					
700202	R425	Funding for TI-13 in the amount of \$807,000.00. Reduced by \$84,000 on Mod 10 per customer request. (WCF)					
700203	R425	Funding for TI-20 in the amount of \$15,000.00. TI-20B de-obligated \$4,164.71 for a new Total of \$10,835.29 (WCF)					
700204	R425	Funding for TI-20 in the amount of \$21,000.00. (WCF)					
700205	R425	Funding for TI-20 in the amount of \$24,000.00. (WCF)					
7003	R425	FMS Case AT-P-GRI/Team Sub - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work and TI		LO			\$295,000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 2 of 105	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		03. (FMS Case #AT-P-GRI)					
7004	R425	PEOIWS 5 - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - TBD)		LO			\$104,000.00
700401	R425	Funding in the amount of \$104,000 under TI-01 (RDT&E)					
7005	R425	NAVSEA 05T - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$473,173.30
700501	R425	Funding for TI 08 in the amount of \$50,000.00 (RDT&E)					
700502	R425	Funding for TI 09 in the amount of \$250,000.00 (RDT&E)					
700503	R425	Funding for TI 17 in the amount of \$80,000.00 (RDT&E)					
700504	R425	Funding for TI 22 in the amount of \$33,000.00 (RDT&E)					
700505	R425	Funding for TI-09 Rev 01 in the amount of \$130,000.00. Reduced by \$94,442.19 on mod #11. Could not deobligate \$94,442.19 due to outstanding invoices. Reduced by \$69,826.70 mod #12. (RDT&E)					
7006	R425	PMS 397 - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$820,875.00
700601	R425	Funding for TI 07 in the amount of \$392,460.00 (RDT&E)					
700602	R425	Funding for TI 05 in the amount of \$59,500.00 (RDT&E)					
700603	R425	Funding for TI 12 in the amount of \$165,000.00. Reduced by \$72,000 on Mod					

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 3 of 105	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		10 per customer request. (RDT&E)					
700604	R425	Funding for TI 15 in the amount of \$175,000.00. Reduced by \$24,000.00 on mod #11. (RDT&E)					
700605	R425	Funding for TI 16 in the amount of \$42,500.00 (RDT&E)					
700607	R425	Funding for TI-24 in the amount of \$33,000.00. (RDT&E)					
700608	R425	Funding for TI-30 in the amount of \$49,415.00. (RDT&E)					
7007	R425	PMS 399 - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (O&MN,N)		LO			\$63,812.00
700701	R425	Funding for TI 06 in the amount of \$30,000.00. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)					
700702	R425	Funding for TI 27 in the amount of \$15,000.00. (O&MN,N)					
700703	R425	Funding for TI 21 in the amount of \$18,812.00. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)					
7008	R425	PMS 450 - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (SCN)		LO			\$123,000.00
700801	R425	Funding for TI 04 in the amount of \$73,000.00 (SCN)					
700802	R425	Funding for TI 10 in the amount of \$25,000.00 (SCN)					
700803	R425	Funding for TI 10 Rev 01 in the amount of \$25,000.00. (SCN)					
7009	R425	PM-Advance Amphibious Assault Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C,		LO			\$269,429.87

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 4 of 105	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Statement of Work. (RDT&E)					
700901	R425	Funding for TI 14 in the amount of \$230,000.00. Reduced by \$17,500.00 on mod #11. (RDT&E)					
700902	R425	Funding for TI 28 in the amount of \$48,000.00. (RDT&E)					
700903	R425	Funding for TI 28 Rev 01 in the amount of \$10,000.00. Reduced by \$1,070.13 to \$8,929.87 on Mod 27 per customer request. (RDT&E)					
7010	R425	Code 10 - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (WCF)		LO			\$124,000.00
701001	R425	Funding for TI 11 in the amount of \$200,000.00. Funding reduced by \$76,000.00 on Mod 09 per customer request. (WCF)					
7011	R425	PMS 392 - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (O&MN,N)		LO			\$235,000.00
701101	R425	Funding for TI 23 in the amount of \$175,000.00. (O&MN,N)					
701102	R425	Funding for TI 29 in the amount of \$60,000.00 (O&MN,N)					
7012	R425	NEPO - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (O&MN,N)		LO			\$52,000.00
701201	R425	Funding for TI 26 in the amount of \$52,000.00. (O&MN,N)					
7013	R425	ONR - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$201,000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 5 of 105	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
701301	R425	Funding for TI 25 in the amount of \$65,000.00. (RDT&E)					
701302	R425	Funding for TI 19 in the amount of \$136,000.00. (RDT&E)					
7100							\$0.00
7100AA	R425	This CLIN/SLIN was deleted in its entirety. (Fund Type - TBD) Option		LO			\$0.00
7101	R425	Option 1 (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 7101 is a holding CLIN and the ceiling will be reduced by the amount of ceiling applied to separate CLINs to maintain the proper contract value. (Fund Type - TBD)		LO			\$0.00
7102	R425	Code 10 - Option 1 (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$205,250.00
710201	R425	Funding for TI 11 Rev 01. in the amount of \$90,000.00. (Fund Type - OTHER)					
710202	R425	Funding for TI 11 Rev 02 in the amount of \$60,000.00. TI 11 Rev 02 was issued as TI-37 (Fund Type - OTHER)					
710203	R425	Funding for TI 37 Rev 01. in the amount of \$55,250.00. (Fund Type - OTHER)					
7103	R425	Code 80 - Option 1 (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - TBD)		LO			\$1,518,200.00
710301	R425	Funding in the amount of \$1,455,000.00 for TI 013 Rev 01 (Fund Type - OTHER)					
710302	R425	Funding in the amount of \$40,000.00 for TI 031 (Fund					

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 6 of 105	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Type - OTHER)					
710303	R425	Funding in the amount of \$23,200.00 for TI 018 (Fund Type - OTHER)					
7104	R425	PMS 397 - Option 1 (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$1,042,950.00
710401	R425	Funding for TI 012 Rev 01 in the amount of \$72,000.00 (RDT&E)					
710402	R425	Funding for TI 012 Rev 01 in the amount of \$62,000.00. (RDT&E)					
710403	R425	Funding for TI 015 Rev 01 in the amount of \$24,000.00 realigned from CLIN 700604. (RDT&E)					
710404	R425	Funding for TI 015 Rev 01 in the amount of \$61,000.00. (RDT&E)					
710405	R425	Funding for TI 012 Rev 02 in the amount of \$60,000.00. TI 12 Rev 02 was issued as TI 040 (RDT&E)					
710406	R425	Funding for TI 015 Rev 02 in the amount of \$80,000.00. TI 15 Rev 02 was issued as TI 41 (RDT&E)					
710407	R425	Funding for TI 032 in the amount of \$584,900. (RDT&E)					
710408	R425	Funding for TI 039 in the amount of \$99,050. (RDT&E)					
7105	R425	ONR - Option 1 (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$463,000.00
710501	R425	Incremental Funding for TI-19 in the amount of \$182,000. (RDT&E)					
710502	R425	Incremental Funding for TI-33 in the amount of \$100,000. USC 2410(a) authority is invoked. (RDT&E)					

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 7 of 105	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710503	R425	Incremental Funding for TI-43 in the amount of \$125,000. Plus up of \$56,000 added in Mod 17 under TI-43 Rev A. (RDT&E)					
7106	R425	SEA 05T - Option 1 (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$69,826.70
710601	R425	Funding for TI 009 Rev 02 in the amount of \$94,442.19 realigned from CLIN 700505. Realignment amount corrected to \$69,826.70 on mod 12. TI 09 Rev 02. USC 2410(a) authority is invoked. (RDT&E)					
7107	R425	PMS 450 - Option 1 (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (SCN)		LO			\$76,000.00
710702	R425	Funding for TI 04 Rev 01 in the amount of \$76,000.00. (SCN)					
7108	R425	PMS 400D - Option 1 (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (SCN)		LO			\$125,000.00
710801	R425	Incremental Funding for TI-34 in the amount of \$125,000. (SCN)					
7109	R425	PMS 501 - Option 1 (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$400,000.00
710901	R425	PMS 501 - Option 1 (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)					
7110	R425	PM-Advance Amphibious Assault Option 1 (Year 2) - Scientific, engineering and technical support services in accordance with Section		LO			\$46,508.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 8 of 105	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		C, Statement of Work. (RDT&E)					
711001	R425	Funding for TI 38 in the amount of \$46,508.00. (RDT&E)					
7111	R425	PMS 399 - Option 1 (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (O&MN,N)		LO			\$35,000.00
711101	R425	Funding in the amount of \$35,000.00 for TI 036. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)					
7200							\$0.00
7200AA	R425	This CLIN/SLIN was deleted in its entirety. (Fund Type - TBD) Option		LO			\$0.00
7201	R425	Exercised Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 7201 is a holding CLIN and the ceiling will be reduced by the amount of ceiling applied to separate CLINs to maintain the proper contract value. (Fund Type - TBD)		LO			\$0.00
7202	R425	Code 10 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - OTHER)		LO			\$200,000.00
720201	R425	Funding increased from \$85,000 by \$115,000 to \$200,000 in Mod 22 under TI-42 Rev A. (Fund Type - OTHER)					
7203	R425	Code 80 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - TBD)		LO			\$1,800,500.00
720301	R425	Incremental funding in the amount of \$1,800,500 for TI 44 Rev A. (Fund Type - OTHER)					

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 9 of 105	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7204	R425	PMS 397 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$279,600.00
720401	R425	Funding for TI 45. in the amount of \$42,500. (RDT&E)					
720402	R425	Funding for TI 46. in the amount of \$50,000. (RDT&E)					
720403	R425	Funding for TI 47. in the amount of \$40,000. (RDT&E)					
720404	R425	Funding for TI 48. in the amount of \$147,100. (RDT&E)					
7205	R425	PMS 399 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (O&MN,N)		LO			\$50,000.00
720501	R425	TI 49 funding in the amount of \$50,000. 10 USC 2410(a) authority is invoked. (O&MN,N)					
7206	R425	TI-50 - Option 2 (Year 3) - Scientific, engineering and technical services in accordance with Section C, Statement of Work. (SCN)		LO			\$106,600.00
7207	AD24	TI-51 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$59,600.00
7208	R425	TI-45A - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$73,000.00
7209	R425	TI-46A - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$50,000.00
7210	R425	TI-48A - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$238,900.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 10 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7211	AD24	TI-51A - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$560,000.00
7212	R425	TI-52 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - OTHER)		LO			\$8,000.00
7213	R425	TI-53 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (SCN)		LO			\$46,000.00
7214	R425	TI-54 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$175,000.00
7215	R425	TI-57 - (Year 3) Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$12,000.00
7216	R425	TI-47 Rev A - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$34,000.00
7217	R425	TI-56 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (SCN)		LO			\$75,000.00
7218	R425	TI-60 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (O&MN,N)		LO			\$150,000.00
7219	R425	TI-58 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 2410(a) is invoked. (O&MN,N)		LO			\$25,000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 11 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7220	R425	TI-59 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 2410(a) is invoked. (RDT&E)		LO			\$68,500.00
7221	R425	TI-61 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (WCF)		LO			\$42,000.00
7222	R425	TI-55 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (WCF)		LO			\$54,000.00
7223	R425	TI-63 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 2410(a) is invoked. (O&MN,N)		LO			\$10,000.00
7224	R425	TI-66 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$25,000.00
7225	R425	TI-62 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (WCF)		LO			\$230,930.00
7226	R425	TI-64 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$65,000.00
7227	R425	TI-65 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$25,000.00
7228	R425	TI-67 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (WCF)		LO			\$100,000.00
7229	R425	TI-68 - Option 2 (Year 3) - Scientific, engineering and technical support services		LO			\$100,000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 12 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		in accordance with Section C, Statement of Work. 2410(a) will be invoked. (O&MN,N)					
7230	R425	TI-69 - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 2410(a) will be invoked. (O&MN,N)		LO			\$12,000.00
7231	R425	TI-6A - Option 2 (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$25,000.00
7300	R425	CLIN 7300 is in support of Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 7300 is a holding CLIN and the ceiling will be reduced by the amount of ceiling applied to separate CLINs to maintain the proper contract value. (Fund Type - OTHER)		LO			\$463,300.00
7301	R425	TI-70 - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - OTHER)		LO			\$177,000.00
7302	R425	TI-71 - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - OTHER)		LO			\$45,495.00
7303	R425	TI-73 - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 2410(a) Authority is hereby invoked. (Fund Type - OTHER)		LO			\$177,000.00
7304	R425	TI-75 - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 2410(a) Authority is hereby		LO			\$1,351,725.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 13 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		invoked. (Fund Type - OTHER)					
7305	R425	TI-72 - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (SCN)		LO			\$35,000.00
7306	R425	TI-76-Rev B - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$84,500.00
7307	R425	TI-77 Rev A - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$120,000.00
7308	R425	TI-78A - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$176,700.00
7309	R425	TI-79 - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (WCF)		LO			\$25,000.00
7310	R425	TI-74 (Fund Type - OTHER)		LO			\$250,000.00
7311	R425	TI-80 (Fund Type - OTHER)		LO			\$435,488.00
7312	R425	TI-81 (RDT&E)		LO			\$66,140.00
7313	R425	TI-84 (RDT&E)		LO			\$110,000.00
7314	R425	TI-71A (RDT&E)		LO			\$17,917.00
7315	R425	TI-83 (Fund Type - OTHER)		LO			\$28,000.00
7316	R425	TI-86 (Fund Type - OTHER)		LO			\$250,000.00
7317	R425	TI-88 (RDT&E)		LO			\$90,171.33
7318	R425	TI-90 (Fund Type - OTHER)		LO			\$90,000.00
7319	R425	TI-91 (O&MN,N)		LO			\$55,000.00
7320	R425	TI-92 (Fund Type - OTHER)		LO			\$237,647.00
7321	R425	TI-93 (O&MN,N)		LO			\$3,500.00
7322	R425	TI-71B (RDT&E)		LO			\$28,737.00
7323	R425	TI-82 (Fund Type - OTHER)		LO			\$259,500.00
7324	R425	TI-87 (RDT&E)		LO			\$50,000.00
7325	R425	TI-95 (WCF)		LO			\$208,976.88
7326	R425	TI-97 (WCF)		LO			\$350,620.00
7327	R425	TI-81A (RDT&E)		LO			\$10,000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 14 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7328	R425	TI-94 - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-94A de-obligated \$463,300.00 for a new total of \$106,100.00. (RDT&E)		LH			\$106,100.00
7329	R425	TI-86-Rev A - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (WCF)		LH			\$95,696.00
7330	R425	TI-92-Rev A - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$241,719.00
7331	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-77B (RDT&E)		LH			\$21,000.00
7332	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-78B (RDT&E)		LH			\$8,500.00
7333	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-80B (WCF)		LH			\$63,200.00
7334	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-86B (WCF)		LH			\$50,000.00
7400	R425	CLIN 7400 is in support of Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 7400 is a holding CLIN and the ceiling will be reduced by the amount of ceiling applied to separate CLINs to maintain the proper contract value. (Fund Type - OTHER)		LH			\$161,284.60
7401	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-101 (Fund Type - OTHER)		LH			\$1,351,725.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 15 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7402	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-103 (Fund Type - OTHER)		LH			\$177,000.00
7403	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-104 (Fund Type - OTHER)		LH			\$250,000.00
7404	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-100 (Fund Type - OTHER)		LH			\$120,000.00
7405	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-104 (Fund Type - OTHER)		LH			\$177,000.00
7406	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-105 (RDT&E)		LH			\$92,800.00
7407	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-106. (RDT&E)		LH			\$90,000.00
7408	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-107. (RDT&E)		LH			\$124,000.00
7409	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-109. (Fund Type - OTHER)		LH			\$786,193.00
7410	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-108. (RDT&E)		LH			\$180,000.00
7411	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-110 (WCF)		LH			\$400,000.00
7412	R425	Scientific, engineering and technical support services in accordance with Section		LH			\$230,509.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 16 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		C, Statement of Work. TI-111 (RDT&E)					
7413	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-112 (RDT&E)		LH			\$59,000.00
7414	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-114 (WCF)		LH			\$83,400.00
7415	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-116A (WCF)		LH			\$55,896.00
7416	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-115 (WCF)		LH			\$256,421.00
7417	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-117 (RDT&E)		LH			\$166,000.00
7418	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-118 (O&MN,N)		LH			\$195,526.00
7419	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-118 (SCN)		LH			\$46,000.00
7420	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-119 (WCF)		LH			\$282,939.00
7421	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-121A (WCF)		LH			\$56,290.00
7422	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-108A (RDT&E)		LH			\$100,000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 17 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7423	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-120 (RDT&E)		LH			\$30,000.00
7424	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-103A (Fund Type - OTHER)		LH			\$140,000.00
7425	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-104A (Fund Type - OTHER)		LH			\$150,000.00
7426	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-122 (WCF)		LH			\$25,000.00
7427	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-123 (WCF)		LH			\$423,500.00
7428	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-124 (WCF)		LH			\$20,200.00
7429	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-125 (O&MN,N)		LH			\$50,000.00
7430	R425	Scientific, engineering and technical support services in accordance with Section C, Statement of Work. TI-126 (WCF)		LH			\$84,636.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000					
9000AA	R425	This CLIN/SLIN was deleted in its entirety. (Fund Type - TBD)			
9001	R425	Base Period (Year 1) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7001. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. 9001 is a holding CLIN and the ceiling			

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 18 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
		will be reduced by the amount of ceiling applied to separate CLINs to maintain the proper contract value. (Fund Type - TBD)				
9002	R425	Code 80 - Base Period (Year 1) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7002. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (Fund Type - TBD)				
900201	R425	Funding in the amount of \$4,500 under TI-02 (Fund Type - OTHER)				
900202	R425	Funding for TI 13 in the amount of \$76,000.00. Reduced by \$4,000 on Mod 10 per customer request. (WCF)				
900203	R425	Funding for TI 20 in the amount of \$33,000.00. Reduced by \$25,533 to \$7,467 on Mod 27 per customer request.\$7,467 reduced by \$258.40 to 7,208.60 on Mod 54, (WCF)				
900204	R425	Funding for TI 20 in the amount of \$442,000.00. Reduced by \$341,949 to \$100,051 on Mod 27 per customer request. (WCF)				
9003	R425	FMS Case AT-P-GRI/Team Sub - Base Period (Year 1) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7003 and TI 03. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (FMS Case #AT-P-GRI)				
9004	R425	PMS 397 - Base Period (Year 1) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7006. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
900401	R425	Funding for TI 07 in the amount of \$25,650.00 (RDT&E)				
900402	R425	Funding for TI 05 in the amount of \$500.00 (RDT&E)				
900403	R425	Funding for TI 12 in the amount of \$17,000.00 (RDT&E)				
900404	R425	Funding for TI 16 in the amount of \$4,000.00. (RDT&E)				
900406	R425	Funding for TI-24 in the amount of \$7,000.00. (RDT&E)				
900407	R425	Funding for TI-30 in the amount of \$5,100.00. (RDT&E)				
9005	R425	PMS 450 - Base Period (Year 1) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7008. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (SCN)				
900501	R425	Funding for TI 04 in the amount of \$3,000.00 (SCN)				
9006	R425	PM-AAA Base Period (Year 1) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7008. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
900601	R425	Funding for TI-14 in the amount of \$45,000.00. Reduced by \$31,000.00 on mod #11. (RDT&E)				
900602	R425	Funding for TI 28 in the amount of \$1,800.00. (RDT&E)				
9007	R425	Code 10 - Base Period (Year 1) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7002. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (WCF)				

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 19 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
900701	R425	Funding for TI 11 in the amount of \$27,000.00 (WCF)				
9008	R425	ONR - Base Period (Year 1) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7006. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
900801	R425	Funding for TI 25 in the amount of \$15,000.00. (RDT&E)				
900802	R425	Funding for TI 19 in the amount of \$4,000.00. (RDT&E)				
9009	R425	PMS 399 - Base Period (Year 1) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7007. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (O&MN,N)				
900901	R425	Funding for TI-21 in the amount of \$2,000.00. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)				
9100						
9100AA	R425	This CLIN/SLIN was deleted in its entirety. (Fund Type - TBD) Option				
9101	R425	Option 1 (Year 2) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7101 in the amount of \$3,192,843.00. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. 9101 is a holding CLIN and the ceiling will be reduced by the amount of ceiling applied to separate CLINs to maintain the proper contract value. (Fund Type - TBD)				
9102	R425	Code 10 - Option 1 (Year 2) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7101 in the amount of \$3,192,843.00. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (Fund Type - OTHER)				
910201	R425	Funding for TI 011 Rev 01 in the amount of \$15,000.00. (Fund Type - OTHER)				
910202	R425	Funding for TI 011 Rev 02 in the amount of \$10,000.00. TI 11 Rev 02 was issued as TI-037 (Fund Type - OTHER)				
910203	R425	Funding for TI 037 Rev 01 in the amount of \$15,000.00. (Fund Type - OTHER)				
9103	R425	Code 80 - Option 1 (Year 2) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7101 in the amount of \$3,192,843.00. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (Fund Type - OTHER)				
910301	R425	Incremental funding in the amount of \$145,500 for TI 013 Rev 01. (Fund Type - OTHER)				
910302	R425	Incremental funding in the amount of \$5,000 for TI 031. (Fund Type - OTHER)				
910303	R425	Incremental funding in the amount of \$1,800 for TI 018. (Fund Type - OTHER)				

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 20 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9104	R425	PMS 397 - Option 1 (Year 2) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7101 in the amount of \$3,192,843.00. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
910401	R425	Funding for TI 012 Rev 01 in the amount of \$17,000.00. (RDT&E)				
910402	R425	Funding for TI 032 in the amount of \$65,100.00. (RDT&E)				
910403	R425	Funding for TI 040 in the amount of \$12,372 (RDT&E)				
9105	R425	ONR - Option 1 (Year 2) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7105 in the amount of \$182,000.00. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
910501	R425	Funding for TI 019 in the amount of \$4,000.00 (RDT&E)				
910502	R425	Funding for TI 033 in the amount of \$25,000. USC 2410(a) authority is invoked. (RDT&E)				
9106	R425	PMS 400D - Option 1 (Year 2) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7101 in the amount of \$3,192,843.00. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (SCN)				
910601	R425	Funding for TI 034 in the amount of \$25,000.00 (SCN)				
9107	R425	PMS 501 - Option 1 (Year 2) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7101 in the amount of \$3,192,843.00. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
910701	R425	Funding for TI 035 in the amount of \$35,000.00 (RDT&E)				
9108	R425	PMS 399 Option 1 (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (O&MN,N)				
910801	R425	Incremental Funding for TI-36 in the amount of \$5,000. 10 USC 2410(a) authority is hereby invoked. (O&MN,N)				
9200						
9200AA	R425	This CLIN/SLIN was deleted in its entirety. (Fund Type - TBD)				
		Option				
9201	R425	Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7201 in the amount of \$3,192,843.00. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. 9201 is a holding CLIN and the ceiling will be reduced by the amount of ceiling applied to separate CLINs to maintain the proper contract value. (Fund Type - TBD)				
9202	R425	Code 10 - Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7201 in the amount of \$3,192,843. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (Fund Type - OTHER)				
920201	R425	Funding increased from \$7,000 by \$17,000 to \$24,000 in Mod 22 under TI-42 Rev A. (Fund Type - OTHER)				

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 21 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9203	R425	Code 80 - Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7201 in the amount of \$3,192,843. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (Fund Type - OTHER)				
920301	R425	Incremental funding in the amount of \$180,050 for TI 44 Rev A. (Fund Type - OTHER)				
9204	R425	PMS 397 - Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7201 in the amount of \$3,192,843. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
920401	R425	Funding for TI 45 in the amount of \$7,500. (RDT&E)				
920402	R425	Funding for TI 48 in the amount of \$12,900. (RDT&E)				
9205	R425	PMS 399 - Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7201 in the amount of \$3,192,843. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (O&MN,N)				
920501	R425	TI 49 - funds in the amount of \$7,000. 10 USC 2410(a) authority is invoked. (O&MN,N)				
9206	R425	TI-50 - Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7201 in the amount of \$3,192,843. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (SCN)				
9207	R425	TI-45A - Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7201 in the amount of \$3,192,843. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
9208	R425	TI-48A - Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7201 in the amount of \$3,192,843. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
9209	AD24	TI-51A - Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7201 in the amount of \$3,192,843. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
9210	R425	TI-53 - Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7201 in the amount of \$3,192,843. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (SCN)				
9211	R425	TI-54 - Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7201 in the amount of \$3,192,843. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
9212	R425	TI-61 - Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7201 in the amount of \$3,192,843. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (WCF)				
9213	R425	TI-55 - Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs) in support of CLIN 7222. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (WCF)				

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 22 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9214	R425	TI-62 - Option 2 (Year 3) - ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (WCF)				
9215	R425	TI-64 - Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
9216	R425	TI-67 - Option 2 (Year 3) - Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (WCF)				
9300	R425	ODC in support of CLIN 7300. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. 9300 is a holding CLIN and the ceiling will be reduced by the amount of ceiling applied to separate CLINs to maintain the proper contract value. (Fund Type - OTHER)				
9301	R425	TI-70 - Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (Fund Type - OTHER)				
9302	R425	TI-75 - Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. 2410(a) Authority is hereby invoked. (Fund Type - OTHER)				
9303	R425	TI-72 - Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (SCN)				
9304	R425	TI-76 Rev B - Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
9305	R425	TI-78A - Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
9306	R425	TI-80 ODC (Fund Type - OTHER)				
9307	R425	TI-81 (RDT&E)				
9308	R425	TI-83 (Fund Type - OTHER)				
9309	R425	TI-92 (Fund Type - OTHER)				
9310	R425	TI-82 (WCF)				
9311	R425	TI-97 (WCF)				
9312	R425	TI-94 - Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. (RDT&E)				
9313	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-70/A (Fund Type - OTHER)				
9331						
9331AA	R425	ODC in support of CLIN 7331				
9400	R425	ODC in support of CLIN 7400. ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. 9400 is a holding CLIN and the ceiling will be				

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 23 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
		reduced by the amount of ceiling applied to separate CLINs to maintain the proper contract value. (Fund Type - OTHER)				
9401	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-100 (Fund Type - OTHER)				
9402	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-100 (Fund Type - OTHER)				
9403	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-102 (Fund Type - OTHER)				
9404	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-105. (RDT&E)				
9405	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-106 (RDT&E)				
9406	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-109. (Fund Type - OTHER)				
9407	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-108. (RDT&E)				
9408	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-110. (WCF)				
9409	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-111. (RDT&E)				
9410	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-112. (RDT&E)				
9411	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-114. (WCF)				
9412	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-116A. (WCF)				
9413	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-115. (WCF)				
9414	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-117 (RDT&E)				
9415	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-113 (O&MN,N)				
9416	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are				

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 24 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
		non-fee bearing. TI-118 (SCN)				
9417	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-119 (WCF)				
9418	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-121A (WCF)				
9419	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-123 (WCF)				
9420	R425	Not to exceed other Direct Costs (ODCs). ODCs consist of miscellaneous materials, supplies, and travel. ODC's are non-fee bearing. TI-126 (WCF)				

No Classified work shall be performed under this task order until a Final DD Form 254 is incorporated by modification. The final DD 254 was incorporated into this task order by modification 01, effective 29 April 2015.

The contractor agrees to assign those key persons identified with the Task Order response. No substitution shall be made without prior notification to and concurrence of the Task Order Contracting Officer (Procuring Contracting Officer). The contractor shall comply with clause H.7 of the base contract when requesting approval for substitution of key personnel.

The following Key Personnel are approved under this Task Order with the effective dates notated:

Name	Labor Category	Contractor	Effective Date
	Principal Engineer		TO Award
	Principal Engineer		TO Award
	Principal Engineer		TO Award
	Principal Engineer		TO Award
	Senior Powering Engineer		TO Award
	Senior Powering Engineer		TO Award
	Senior Project Engineer		TO Award
	Senior Project Engineer		TO Award
	Senior Project Engineer		16 September 2015
	Project/Design Engineer		TO Award
	Project/Design Engineer		TO Award
	Project/Design Engineer		TO Award
	Project/Design Engineer		16 September 2015
	Propulsion Engineer		TO Award
	Senior Engineer		TO Award
	Senior Engineer		TO Award

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 25 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

	Senior Engineer		TO Award
	Senior Engineer		TO Award-16 September 2015
	Senior Engineer		16 September 2015
	Senior Engineer		TO Award
	Senior Engineer		TO Award
	Senior Engineer		TO Award
	Senior Engineer		TO Award
	Senior Engineer		TO Award

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

The Government has specified a Not-to-Exceed (NTE) amount of for each Other Direct Cost (ODC) CLINs 9001, 9101 amd 9201, if all options are exercised. ODCs are non-fee bearing. Offeror must identify the indirect cost rates that are applicable to these CLINs.

The fixed fee on all labor CLINs is (rounded).

Approved Subcontractors are as follows:

HBQ-2-0015 Payment of Fee(s) (Level of Effort-ALT 1) (NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixedfee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 26 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

(End of Text)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 27 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PRODUCT SERVICE CODES R425 AND AD24 ARE APPLICABLE FOR THIS TASKING

SERVICES AND SUPPORT FOR NAVAL ARCHITECTURE AND ENGINEERING DEPARTMENT

1.0 Objective

This Statement of Work is for engineering service support for the Naval Architecture and Engineering Department Code 80 and other Codes and sponsors associated with the support of work done by Code 80. This includes all other codes present on, or associated with, the Naval Surface Warfare Center Carderock Division (NSWCCD). Particularly, the engineering services are for technical support associated with hydro- and aero- dynamics, ship design, systems engineering, and acquisition engineering and the development and operations of full-scale and model-scale testing and analysis support. The work performed is in support of various submarines, surface ships, submerged vehicles, aircraft, small craft, autonomous vehicles, and other complex DOD systems going through both air and water. Marine environments are frequently site-specific and some of the research, design, test and evaluation will need to be conducted Outside the Continental United States (OCONUS) at locations requiring foreign travel authorizations. For more information refer to Section 10.0 Travel of this Statement of Work.

2.0 Scope of Work

The work is divided among eight (8) related task areas that intersect and support each other. Compliance to DOD Instruction 8582.01 of 6 June 2012 is required.

Task Area 1 - Full-Scale and Model Propulsion, Powering and Resistance

The contractor shall:

- a. Develop and conduct test plans by determining the objective of the set of tests, determining the measurements which shall be made to accomplish test objectives, specifying and fabricating the instrumentation needed to obtain the required measurements, preparing instrumentation plans and briefs, preparing Temporary Alteration packages (TEMPALTs), establishing the support requirements for the test, and developing the format in which data is to be recorded.
- b. Analyze resistance test data, perform effective power predictions, and prepare effective power curves. Identify displacement and wetted surface calculations and Taylor Standard Series comparisons.
- c. Design, conduct and analyze self-propulsion test data and propeller test data. Determine pertinent propulsion characteristics data such as shaft horsepower, calculate propulsion coefficients, and prepare shaft horsepower prediction curves. Carry out calculations using propeller lifting surface and other propeller theories and compare with experimental measurements or other predictions of performance. These tasks may require representation of data using harmonic analysis and the development of tables and figures in support of the analytical efforts.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 28 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

- d. Perform calculations of correlations between existing model data and full-scale data. Analyze experimental data for surface wake characteristics. Reduce and analyze model and full-scale trials data and design predictions in order to validate and correlate propulsor performance. Develop methodologies needed to facilitate data analysis.
- e. Determine and document scaling effects and uncertainty analysis of all acquired full-scale trials and model test data.
- f. Provide support in the development of ship characteristics to be used in making resistance predictions. Develop methodologies for resistance predictions.
- g. Carry out propeller design calculations using lifting-line, lifting-surface and panel methods to generate propeller geometries.
- h. Develop capability for Advanced Propulsion Design and evaluation.
- i. Perform propulsor experiments and/or evaluate propulsor data for tests in the NSWCCD towing tanks, 36 and 24-inch water tunnels, Large Cavitation Channel, and other test facilities.
- j. Develop and execute computer program scripts to predict propulsor performance. Provide graphic representations of propulsors and their performance for presentations, and analysis.
- k. Provide reports documenting the results of the above analyses, including procedures, and the necessary curves, graphs, and data tables.
- l. Prepare and conduct training of fleet and contractor forces for ship Hydrodynamics and Hydrostatic phenomena and impacts of ship alterations on ship operational responses.

Task Area 2 - Full-Scale and Model Maneuvering, Stability and Control

The contractor shall:

- a. Develop and conduct inclining experiments, and other methodologies of assessing ship ballasting, hydro-statics, maneuverability and the test plans, by determining the objective of the set of tests, determining the measurements which shall be made to accomplish test objectives, specifying and fabricating the instrumentation needed to obtain the required measurements, preparing instrumentation plans and briefs, preparing TEMPALTs, establishing the support requirements for the test, and develop the format in which data is to be recorded.
- b. Reduce and analyze model test data obtained from planar motion mechanism experiments and rotating arm experiments to obtain stability derivatives and coefficients of the equations of motion for submarines and surface ships.
- c. Prepare plans and analyses to support conducting Autonomous Model experiments. Reduce and analyze corresponding test data and utilize test data and other data to develop physics-based models and assess ship maneuverability and control.
- d. Prepare plans and analyses to support conducting emerging technology experiments. Reduce and analyze corresponding test data and utilize test data and other data to develop physics-based models to assess ship maneuverability and control in Navy generated simulations.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 29 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

e. Reduce and analyze full-scale trials data, correlate to autonomous and or mathematical model data, and other full-scale data. Develop and modify methodologies to aid in data reduction and analysis efforts.

f. Predict the dynamic response, to environmentally produced forces and moments, in a time and/or frequency domain, utilizing the Newtonian laws of motion.

g. Develop analytical subsystem models, which employ classical methods to represent physical phenomena. Utilizing commercially available and Navy generated tools, create simulation designs in accordance with standard industry practices, such as Institute of Electrical and Electronics Engineers IEEE, etc. to the Capability Maturity Model Integration CMMI level III. The assessments shall be structured and controlled so that an easily comprehended simulation code can be maintained throughout the lifetime of the simulation and shall meet Fly-By-Wire requirements of NAVSEA T9044-AD-MAN-010 requirements.

h. Develop the necessary scripts to present graphical comparison plots of experimental and simulated results, in both the time and frequency domains. Perform statistical tests to verify the model is an accurate representation of the submarine operational characteristics and conduct sensitivity and uncertainty analysis of data and of analytic methods.

i. Develop and modify simulation models to improve predictions of dynamic response to sea state environment produced forces and moments.

j. Design the test and instrumentation circuitry to support conducting model and full-scale trials tests and the acquisition of test data. Develop the installation and checkout procedures for the instrumentation package. Install, calibrate, and test the full-scale trials and model test instrumentation package. Remove the instrumentation following test completion, and restore test vehicle/test facility to its pre-test condition. Restore and post-calibrate the full-scale trials or model test instrumentation packages.

k. Provide reports documenting the results of the above analyses, including the necessary curves, graphs, and data tables. The reports shall conform to the format, procedures, and standards provided with each Technical Instruction.

l. Prepare and conduct training of fleet and contractor forces for ship Hydrodynamics and Hydrostatic phenomena and impacts of ship alterations on ship operational responses.

Task Area 3 - Full-Scale and Model Ship Motions, Stability, and Sea Keeping

The contractor shall:

a. Develop and conduct test plans by determining the objective of the set of tests, determining the measurements which shall be made to accomplish test objectives, specifying and fabricating the instrumentation needed to obtain the required measurements, preparing instrumentation plans and briefs, establishing the support requirements for the test, and developing the format in which data is to be recorded.

b. Conduct stability and control experiments, reduce and analyze model test and full-scale trials data to obtain response amplitude operators for all six degrees of freedom. Reduce and analyze test data to obtain ship responses in terms of motions, statistical events, and probability

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 30 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

distributions.

c. Provide sensitivity and uncertainty analysis of all acquired full-scale trials and model test data.

d. Develop tables and figures in support of the analytical efforts, prepared in accordance with established format identified in task statements.

e. Develop, modify, and document the analytical tools utilized in sea keeping performance assessment. Identify and collect source information necessary to implement analytic tools.

f. Develop analytic tools and add to the Navy Database of performance limits. Utilizing Navy tools and database information, assist in the analysis of sea keeping performance of the ships being assessed.

g. Develop tests and analysis plans for ship responses for a variety of wave spectra models.

h. Evaluate results for each model's ability to predict ship responses. Perform comparisons for different ship types, and provide camera-ready graphics of these comparisons.

i. Analyze existing and new offshore platforms including moored platforms, towed platforms and surface ships for structural integrity, static and dynamic stability, and sea keeping.

j. Provide reports documenting the results of the above analyses, including the necessary curves, graphs, and data tables. The reports shall conform to the format, procedures, and standards provided with each Technical Instruction.

k. Prepare and conduct training of fleet and contractor forces for ship Hydrodynamics and Hydrostatic phenomena and impacts of ship alterations on ship operational responses.

Task Area 4 - Special Systems such as Unmanned Vehicles, Underwater Bodies, Offshore Platforms, and Marine and Special Systems

The contractor shall:

a. Develop prediction methods for the definition of flows around underwater bodies.

b. Utilize prediction tools to obtain definition of flows around underwater bodies.

c. Develop instrumentation and data acquisition plans to acquire experimental data on fluid flows.

d. Provide an uncertainty analysis of all acquired full-scale trials and model test data.

e. Provide reports documenting the results of the above analyses, including the necessary curves, graphs, and data tables. The reports shall conform to the format, procedures, and standards provided with each Technical Instruction.

f. Analyze moored systems, buoy systems, and towed and marine systems to develop prototype designs including mechanical design, hydrodynamic design, and static and dynamic response of systems in ocean environments.

g. Analyze and develop auxiliary systems and components to support moored, buoy, towed and

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 31 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

marine systems in areas such as cables, towlines, fairings, winches, antennas, instrument canisters, fiber optics, telemetry, data collection systems, drogues, and handling systems.

h. Develop autonomous, moored buoy, towed and marine system prototype designs into operational systems including, testing, instrumentation and analysis of these systems and their auxiliary components in model-scale and full-scale.

i. Analyze and develop electronic and microprocessor based sensor packages and control systems to support autonomous, moored, buoy, towed and marine systems programs.

j. Design and develop offshore platforms using analysis, model-scale testing and full-scale testing.

k. Modify existing offshore platforms and construct new offshore platforms in model-scale and full-scale.

l. Modify existing offshore platform systems and construct new offshore platform systems in model-scale and full-scale.

m. Support model tests, testing, and operations on offshore platforms including planning, management, sensors, electronics, instrumentation, trade support, medical services, supplies and provisions procurements, maintenance, rentals and other required services.

n. Develop and conduct test plans by determining the objective of the set of tests, determine the measurements which and shall be made to accomplish test objectives, specify and identify the instrumentation needed to obtain the required measurements, prepare instrumentation plans and briefs, establish the support requirements for the test, and develop the format in which data is to be recorded.

o. Provide mechanical, material, and systems engineering expertise develop and assess expeditionary platforms and systems including Analysis of Alternatives (AoAs) and HM&E technology development.

p. Prepare and conduct training of fleet and contractor forces for ship Hydrodynamics and Hydrostatic phenomena and impacts of ship alterations on ship operational responses.

Task Area 5 - Mechanical and Electrical Engineering Support

The contractor shall:

a. Provide engineering and design support to Naval Architecture and Engineering Department offices and facilities. Provide support and upgrade projects located at West Bethesda MD, Little Creek VA, Memphis TN, Bayview ID, Keyport, WA, and Barking Sands, HI.

This work shall include but not be limited to:

1) The design and analysis of structures, hydraulic systems, and power transmission systems and other mechanical, electrical and control systems.

2) Assemble mechanical and electrical parts and systems. Integrate new mechanical and electrical systems into existing Hydrodynamic facilities. Test and verify proper function and

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 32 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

performance. Develop test procedures and provide equipment for testing of facilities and facility modifications.

3) Document mechanical systems by preparing electronic drawing packages. Provide electronic data for in-house manufacture, when needed. Provide 3-dimensional models of mechanical systems for future modification and repair, when needed.

4) Provide support for specialized rigging in Hydrodynamic facilities repair, upgrade and testing projects.

5) Provide support for demolition and removal of Hydrodynamic facilities systems.

6) Provide technical expertise to support the development of theory needed for the design and development of specialized ship, ship systems, propulsion, behavior, and weapons systems tools. The contractor shall provide this theory in the context of use applicable to implementation of this theory into applications and shall provide testing, validation, and verification support to theory development.

b. Provide engineering and design support for shipboard energy conservation technology development and integration. This includes prototype development and testing, Ship Alteration (SHIPALT) and TEMPALT support and long-term data collection and monitoring of shipboard equipment installations.

c. Provide engineering and design support for at-sea replenishment technology development and integration. This includes both intra- and inter-ship prototype development and testing, SHIPALT and TEMPALT support and long-term data collection and monitoring of shipboard equipment installations.

Task Area 6 - Quality Assurance

The contractor shall:

a. Perform independent audits of quality management and assurance systems, and assess compliance to current ISO and NAVSEA and local requirements.

b. Assist in the development of Department and Divisional Quality Assurance and Management document preparation and revision.

c. Update audit guides as requirements change.

Task Area 7 - Program Design Agent and Acquisition Engineering Support

The contractor shall:

1) Provide engineering support to program offices and sponsors in the areas of naval architecture and engineering inclusive of hydrodynamics, hydro-statics, control systems to support development of ship specifications, acquisition planning, cost estimation, assessment of designs, test and evaluation planning, sea trial support, post trials and ship acceptance support.

2) Test and evaluation plan development.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 33 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

- 3) TEMPALT and SHIPALT development and documentation.
- 4) Hazard Risk assessment and programmatic presentation of risk mitigation.
- 5) Science and Technology (S&T) program planning and management including SBIR program formulation and execution.
- 6) Provide subject matter expertise in developing Hull Mechanical and Electrical (HM&E) specifications, Key Performance Parameters (KPPs) and technical review and evaluation criteria.

Task Area 8 - Fabrication of Plane, Ship and Submarine Hardware for Testing

General – The contractor shall maintain fabrication facilities, including but not limited to: Computer Numerically Controlled (CNC) machines, manual machine tools, hand tools, inspection capabilities, lifting facilities, the size of layout tables for models, and a paint shop.

Scaled Model Construction - The contractor shall maintain the capability to fabricate scaled ship and submarine hardware up to 40 ft. in length including their appendages, using composite materials (i.e., fiberglass), wood and metals. The models will be adequately supported to prevent hogging and sagging deformation. A laser tracker will be used to scan the surface of the main body, obtaining approximately 100,000 points. The scanned point cloud will be best fit to the design surfaces. Appendages will be scanned and best fit separately from the main body. The contractor shall have the capability to build this scaled hardware to pass the following inspection

- 100% of the points must be within 0.08 inches of design
- 90% of the points must be within 0.04 inches of design
- Appendage mating features must be located within 0.06 inches of design
- (\pm) 63 micro-inches RMS (Root Mean Square) smooth fair finish on hydro surfaces

The contractor shall be able to provide design, engineering support and installation in the area of model fabrication. This would include, but not be limited to, the structural design of hulls, appendages, and the propulsion system (motor mount, shaft bearings, and prop dynamometer). The contractor shall also refurbish and retrofit model hulls, rings, nose sections, and all associated parts that comprise the hull, both external and internal components. External model support includes hydrodynamic struts and model traversing systems.

Measurement System Hardware Fabrication - The contractor shall maintain the capability to fabricate and install hardware in support of scaled models and model test measurement systems. This hardware would include, but is not limited to: concentric component actuation, position feedback systems, optical measurement and calibration systems, dynamometry and associated calibration equipment, propulsion motors, and ballasting.

Control Surface Actuation and Measurement System - The contractor shall be able to provide design, engineering support, fabrication and installation of an actuation system for control surfaces (e.g. rudders). This system will include the ability to measure the forces and moments on the control surfaces.

Propeller/Propulsor Machining and Fabrication - The contractor shall maintain the capability for

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 34 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

fabricating propulsors (stators, ducts, and rotors) in addition to open propellers using CNC machines for propulsors that range in diameter up 48 inches. Specifically, the contractor can fabricate propulsors using an inserted-blade technique where the propeller size range in diameter is no more than 48 inches. For smaller propulsors, where the diameter is 24 inches or less, the contractor has the option of fabricating propulsors using either the monobloc or an inserted blade process. The contractor shall fabricate propulsors using a number of different materials, which include aluminum alloy, bronze, nickel aluminum bronze (NAB), acrylic and reinforced plastics. Required tolerances for fully assembled manufactured propulsors are:

- Up to (\pm) 0.005 inches for diameter, chord-length, camber and thickness
- Up to (\pm) 0.003 inches for leading edge radius
- Up to (\pm) 6 minutes of angle for propeller pitch
- Up to (\pm) 32 micro-inches RMS for surface finish

The contractor shall also maintain the capability to procure molded copies of model appendages and propellers/propulsors with integrated metal attachment points.

3.0 Personnel Requirements

3.1 General

3.1.1 The contractor shall be responsible for the employment of trained and technically qualified personnel to perform the technical efforts described herein. In addition, the contractor is responsible for organizational and administrative controls necessary to ensure that performance meets or exceeds all contract specification requirements and those set forth in the task order.

3.1.2 The Government reserves the right, during the life of this contract, to request work histories of any contractor employees for the purposes of verifying compliance with this requirement. Personnel assigned to, or utilized by, the contractor in the performance of this contract shall have the experience, educational and other background requirements set forth herein, and be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable and professional manner.

3.1.3 If the contracting officer questions the qualifications or competence of any person performing under the task order, the burden shall be on the contractor to confirm that the person in question is qualified as prescribed herein.

3.2 Required Personnel

3.2.1 The following personnel may be required in the performance of any technical instructions under this contract. Persons filling these positions must meet the educational and experience requirements.

Key Personnel – The following represents the Government’s target education and technical experience for the Key Personnel labor categories required to support the Statement of Work tasking. The target specialized experience included as part of the desired qualification should have been obtained in the fields of endeavor indicated by the applicable labor categories listed below, and should have been gained concurrently unless otherwise specified. Resumes will be

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 35 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

submitted for each category in the quantities indicated in parenthesis by the key category description. In addition, the contractor is responsible for employing those personnel proposed under the "Key Personnel" categories identified under this Task Order.

Substitution/addition of personnel under those identified as Key Personnel shall be subject to the Substitution of Key Personnel Clause identified under the Basic Seaport Contract of this Task Order.

Principal Engineer – Two (2) resumes

A Principal Engineer should possess an advanced degree in Naval Architecture, Ocean Engineering, Aerospace Engineering, Marine Engineering or Naval Engineering with a desired 15 of years of experience in directing and managing major naval ship and submarine engineering and acquisition programs. The Government will permit the substitution of current professional engineer license for the advanced degree as long as the candidate has at least 15 years of desired professional experience. The desired 15 years of experience should include major involvement in complete ship design and acquisition programs including: the preparation of statements of requirement, acquisition plans, and engineering design trade-offs and complete technical management plans. The desired 15 years should also include experience in analysis of ship and submarine performance, ship systems engineering, ship control and simulation, propulsion, and control system trade-off analysis. In addition to the education and experience requirements, the proposed key personnel should demonstrate currency in the field, such as having been published within their field or by other means.

Senior Powering (and Dynamics) Engineer – One (1) resume

A Senior Powering and Dynamics Engineer should possess an advanced degree in Naval Architecture, Ocean Engineering, Aerospace Engineering, Marine Engineering or Naval Engineering with a desired 5 years of experience in ship and submarine performance areas, or a B. S. degree in Naval Architecture, Ocean Engineering, Aerospace Engineering, Control Systems Engineering, Marine Engineering or Naval Engineering with a desired 15 years of experience in ship and submarine performance areas. The Government will permit the substitution of current professional engineer license for the advanced degree as long as the candidate has at least 15 years of desired professional experience. The desired experience should include specific experience in conducting experimental and theoretical investigations of powering and dynamics of U. S. Navy and commercial ships, or in propulsion and power transmission systems for Navy ships and submarine. The desired experience should also include management of several projects directed at developing advanced techniques in power transmission/propulsion systems or in the conduct of powering and dynamics experiments. The desired experience should also include familiarity with hydrodynamic test facilities such as water tunnels and straight line tow basins.

Senior Project Engineer – Two (2) resumes

A Senior Project Engineer should possess a B.S. degree in engineering or science, and 10 years of experience in ship and submarine hydrodynamics and/or hydroacoustics, of which at least 5 years has been spent in charge of major projects involving model design and construction in hydromechanics and hydroacoustic facilities. Knowledge of operations of large channel cavitation testing is highly desirable.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 36 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Project/Design Engineer – Two (2) resumes

A Project/Design Engineer should possess a B.S. degree in engineering and 10 years of experience.. The experience should be in the areas of planning complex and non-routine projects and in stress analysis of hardware related to ship and submarine models, and components to be used in hydrodynamic and/or hydroacoustic experiments. Demonstration that this individual has experience using Computer Aided Design (CAD) Programs such as: AUTOCAD, AUTOSURF, and IGES translators. This individual should have experience in preparing data for CNC (Computer Numerical Controlled) machining of complex shapes such as propellers and complex propulsors. Knowledge of operations of large channel cavitation testing is highly desirable.

Propulsion Engineer – Two (2) resumes

A Propulsion Engineer should possess an advanced degree in Naval Architecture, Ocean Engineering, Aerospace Engineering, Marine Engineering or Naval Engineering with a desired 5 years of experience with a background in submarine and surface ship hydrodynamics focused on the design and analysis of propellers and propulsors. The Government will permit the substitution of current professional engineer license for the advanced degree as long as the candidate has at least 15 years of desired professional experience. The engineer should be knowledgeable on the use of applying potential flow and viscous techniques to the analysis of propellers for non-cavitating and cavitating conditions. The engineer should be experienced with ship and submarine propulsion simulations and testing issues at model- and full-scale and able to communicate effectively through technical reports and presentations.

Senior Engineer – Five (5) resumes

Senior Engineer shall possess an advanced degree in engineering, physics or mathematics with a desired 10 years of engineering application experience, or a Bachelor's degree in engineering, physics, or mathematics with a desired 15 years of experience in engineering application experience. The Government will permit the substitution of current professional engineer license for the advanced degree as long as the candidate has at least 15 years of desired professional experience. The desired experience shall include the following areas: U. S. NAVY ship and submarine research and development, analytical modeling and evaluation of vehicle dynamics, motion response analysis, digital simulation studies, sea spectra analysis, sea keeping analysis, hydrodynamics, control system analysis and development, numerical analysis, and test and trials planning. Experience with advanced marine vehicles shall also be included with the desired experience requirements.

Non-Key Labor Categories: The Government's minimum education and experience requirements for NON-KEY PERSONNEL shown below represent the Government's MINIMUM education and technical experience for non-key personnel required to support the statement of work. The offeror shall certify that all employees proposed for non-key personnel labor categories meet or exceed the minimum education and technical requirements specified for each non-key category. Resumes ARE NOT required for the non-key personnel categories.

Senior Quality Assurance Engineer

The Senior Quality Assurance Engineer shall possess a degree in engineering with 10 years of applied engineering experience. The 10 years of experience shall include five years of

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 37 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

engineering quality control management. The experience also shall include initiation, management and performance of quality control system. They shall be certified as an auditor by ISO 9000, NAVSEA or the TYCOM in one of the following areas (SUBSAFE, Deep Submergence Systems, or Fly-By-Wire). Additionally, the experience shall include experience in nondestructive testing, calibration and recall systems, controlled assembly practices, system acceptance, waiver and deviation criteria, and management information systems.

Engineer

Engineer shall possess a Bachelor's degree in engineering, physics or mathematics with a desired 4 years of experience in engineering application experience. The desired experience shall include one of the following areas: U. S. NAVY ship and submarine research and development, analytical modeling and evaluation of vehicle dynamics, motion response analysis, digital simulation studies, sea spectra analysis, sea keeping analysis, hydrodynamics, control system analysis development, numerical analysis, and test and trials planning. Experience with advanced marine vehicles shall also be included with the desired experience requirements.

Senior Shop Technician

Senior Shop Technicians shall have 20 years of experience in wood foam, metals, plastics, and composites (i.e. fiberglass) fabrication. They shall have general experience in interpreting plans and drawings; have knowledge of machining characteristics of brass, bronze, aluminum and steel. The individuals shall be familiar with ship and propeller model construction techniques, and be capable of /and have experience in, operating CNC machines used for the manufacture of hardware.

Engineering Designer

Possess a minimum of 15 years experience. This individual shall demonstrate experience using Computer-Aided Design (CAD) and Computer-Aided Modeling (CAM) Programs such as: AUTODESK INVENTOR, AUTOCAD, AUTOSURF, RhinoCAD, and IGES translators. One of the two individuals shall have experience in preparing data for Computer Numerical Control (CNC) machining of complex shapes such as propellers and complex propulsors.

Fabrication Technician

Fabrication Technicians shall possess 10 years of experience in wood, foam, metals, plastics and composites (i.e. fiberglass) fabrication. They shall have general experience in interpreting plans and drawings, has knowledge of machining characteristics of brass, bronze, aluminum and steel. The individuals shall be familiar with model-scale ship and propeller construction techniques, and full-scale component construction techniques, and be capable of/and has experience in operating CNC (Computer Numerically Controlled) machines used for the manufacture of hardware.

Engineering Technician

The Engineering Technician shall possess 2 years of industrial experience and have experience with large scale machinery repair, and maintenance. A trade school diploma in the area of machining, welding or electronics is desired. They shall possess and understanding of engineering units in both metric and English systems.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 38 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Data Technician

The Data Technician shall possess one year of technical work experience involving: data reduction, and shall have experience with IBM and IBM compatible operating systems for a personal computer. They shall possess ability to use Excel spreadsheets. They shall possess understanding of engineering units in both metric and English systems.

Electronics Technician

The Electronics Technician shall possess one year of work experience in electronics and electricity. They shall possess the ability to set up and operate various recording devices such as magnetic tape decks and strip charts. The desired experience requirements shall include experience with electronic circuit diagrams. They shall possess skills in selecting components needed in circuits and hard wiring the circuits. They shall possess basic mechanical skills.

Draftsperson

The Draftsperson shall have basic drafting skills and be familiar with electronic drawings.

Assistant Fabrication Technician

The Assistant Fabrication Technician shall have basic knowledge of working with hand tools.

4.0 LEVEL OF EFFORT

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

	Yearly Hours	Number of Resumes Required
Key Labor Categories		
Principal Engineer (2-key)		2
Senior Powering Engineer (1-key)		1
Senior Project Engineer (2-key)		2
Project/ Design Engineer (2-key)		2
Propulsion Engineer (1-Key)		1
Senior Engineer (5-key)		5
Non-Key Labor Categories		
Senior Quality Assurance Engineer		
Engineer		
Senior Shop Technician		
Engineering Designer		
Fabrication Technician		
Engineering Technician		
Data Technician		
Electronics Technician		
Draftsperson		

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 39 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Assistant Fabrication Technician		
Total Labor Hours		

Offerors shall base their cost proposal on the above labor categories and hours per year.

5.0 SECURITY REQUIREMENTS

All key personnel shall hold or be capable of obtaining a SECRET clearance prior to being granted access to classified information up to the level of SECRET. All non-key personnel shall hold or be capable of obtaining a CONFIDENTIAL clearance prior to being granted access to classified information up to the level of CONFIDENTIAL.

The contractor will need the capability to handle and store information, models, and data up to the SECRET level. As propulsor models will largely be confidential, the computer systems used to program the CNC machines, the CNC machine computers and any computer systems used for geometric inspections will need to satisfy security guidelines.

During performance of this task order the contractor may have access to information classified to the level of SECRET, as indicated on the DD Form 254, Contract Security Classification Specification attached to the solicitation. Accordingly, the existence of the proper security clearance, or plans for obtaining for both the offeror's facility and secret and confidential for the required personnel shall be addressed in the technical proposal. All key personnel shall hold or be capable of obtaining a SECRET clearance prior to being granted access to classified information up to the level of SECRET. All non-key personnel shall hold or be capable of obtaining a CONFIDENTIAL clearance prior to being granted access to classified information. The successful contractor not possessing the required clearances within 60 days after date of task order award may be subject to termination in accordance with Clause 52.249-6, entitled "Termination (Cost-Reimbursement)" at no cost to the Government.

6.0 Government Furnished Materials

a. In the cases where work is classified beyond Confidential or is Naval Nuclear Propulsion Information, the government will provide adequate accommodations for technical and testing efforts. Classified work will be performed at the contractor's site up to the confidential level. Other work may be done in the contractor's location unless specified in the Technical Instruction. Government furnished data shall be only located on government owned and maintained computers with the exception of fabrication data

b. Government furnished information will be provided within 5 working days of the technical instruction providing specific tasking. Said materials shall be returned to the Government if requested and as specified in the Technical Instruction. All technical data shall be returned to the government and shall not be used for purposes other than identified in the technical instruction.

c. Government furnished computers shall be provided within 20 days upon formal request and shall be maintained by the government. Operators will be required follow NSWCCD guidance on qualification training and have a valid NMCI account. Computers may be NMCI or RDT&E network, or standalone machines.

7.0 Performance

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 40 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

The period of performance is three (3) years from date of task order award. The place of performance will be primarily at the Government facilities in West Bethesda, MD, but work will be conducted at other sites such as the Naval Shipyards and the Large Cavitation Channel in Memphis, TN, Little Creek VA, and Naval and Private Shipyards and Ports. It is estimated that 70% of the work will occur at NSWCCD or other Government facilities and 30% of the work will occur off site.

8.0 Deliverables

<u>CDRL</u>	<u>Frequency</u>	<u>DID</u>	<u>Title/Subtitle</u>
A001	Monthly	DI-MGMT-80227	Contractor's Progress, Status and Management Report
A002	Per TI	DI-MISC-80508A	Technical Report and Study Services
A003	Per TI	DI-MISC-80711A	Scientific and Technical Reports
A004	Per TI	DI-ADMN-81249A	Conference Agenda
A005	Per TI	DI-ADMN-81250A	Conference Minutes
A006	Per TI		Drawings and Designs
A007	Per TI		Analysis and Test Plans
A008	Per TI		Fabrication of Hardware
A009	Per TI		Parts List and Fabrication Drawings
A0010	Monthly	DI-MGMT-81991	Contract Status Report/eCraft

9.0 Contractor Manpower Reporting Application:

9.1 The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Surface Warfare Center Carderock Division via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address_ <https://doncmra.nmci.navy.mil>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

9.2 MAN-HOUR EXPENDITURE REPORTS IN ELECTRONIC COST REPORTING

AND FINANCIAL TRACKING (eCRAFT) SYSTEM

(a) The contractor agrees to upload the contractor's Funds and Man-hour Expenditure Reports in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System and submit the Contract Status Report (CDRL A010) on the day and for the same timeframe the contractor submits an invoice into the Invoicing, Receipt, Acceptance, and Property Transfer (iRAPT) system. Compliance with this requirement is a material requirement of this contract. Failure to comply with this requirement may result in contract termination.

(b) The Contract Status Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. (c) The contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel, subcontractor usage, and other contract charges.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 41 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(1) Access:

eCRAFT: Reports are uploaded through the eCRAFT System Periodic Report Utility (EPRU). The EPRU spreadsheet and user manual can be obtained at: <https://www.navsea.navy.mil/Home/Warfare-Centers/NUWC-Newport/Partnerships/Commercial-Contracts/Information-eCraft-/> under eCRAFT information. The eCRAFT e-mail address for report submission is: Ecrafft.nuwc.npt.fct@navy.mil. If you have problems uploading reports, please see the Frequently Asked Questions at the site address above.

(2) Submission and Acceptance/Rejection:

The contractor shall submit their reports on the same day and for the same timeframe the contractor submits an invoice in iRAPT. The amounts shall be the same. eCRAFT acceptance/rejection will be indicated by e- mail notification from eCRAFT.

10.0 Travel

Local, CONUS and OCONUS travel will be required under this task order. OCONUS official travel is restricted to the US European Command (EUCOM) Area of Operations (AOR) less Israel, Georgia, Azerbaijan, Armenia, and Ukraine. Destinations include the United Kingdom, Italy, and Croatia. The Contractor shall obtain all requisite EUCOM and Department of State authorizations PRIOR to travel and in accordance with the electronic Foreign Clearance Guide (eFCG, available at <https://www.fcg.pentagon.mil/>). When contractor personnel travel into and within the USPACOM Area of Responsibility (AOR) is required, the contractor shall submit necessary travel clearances (country, theatre, and special area clearances, as required) in accordance with USAPACOM Instruction 0614.1 dated 5 February 2013 before commencing travel. This includes mandatory and minimum pre-travel requirements such as itinerary, training, and preventive medicine. Lead times to obtain travel authorizations vary and must be planned for well in advance. The Contractor is NOT authorized to depart the Continental United States (CONUS) without final authorizations from cognizant authorities stipulated in the eFCG. The COR will coordinate all Foreign Travel Clearance requirements on behalf of the Contractor and serve as liaison with external agencies.

11.0 Contractor Personnel Identification

Contractor Personnel Identification-In the performance of the contract, contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and by 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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 42 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION D PACKAGING AND MARKING

Packaging and material markings shall be in accordance with Section D of the base contract.

Primary Contracting Officer's Representative:

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 43 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

Primary COR:

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 44 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	10/1/2014 - 9/30/2015
7001	1/14/2015 - 1/13/2016
7002	1/14/2015 - 1/13/2016
7003	1/14/2015 - 1/13/2016
7004	1/14/2015 - 1/13/2016
7005	4/22/2015 - 1/13/2016
7006	4/22/2015 - 1/13/2016
7007	4/22/2015 - 1/13/2016
7008	4/22/2015 - 1/13/2016
7009	5/8/2015 - 1/13/2016
7010	7/16/2015 - 1/13/2016
7011	7/16/2015 - 1/13/2016
7012	7/16/2015 - 1/13/2016
7013	7/16/2015 - 1/13/2016
7101	1/14/2016 - 1/13/2017
7102	1/14/2016 - 1/13/2017
7103	1/20/2016 - 1/13/2017
7104	1/20/2016 - 1/13/2017
7105	2/29/2016 - 1/13/2017
7106	2/29/2016 - 1/13/2017
7107	2/29/2016 - 1/13/2017
7108	4/22/2016 - 1/13/2017
7109	6/3/2016 - 1/13/2017
7110	6/3/2016 - 1/13/2017
7111	8/8/2016 - 1/13/2017
7201	1/14/2017 - 1/13/2018
7202	1/14/2017 - 1/13/2018
7203	1/14/2017 - 1/13/2018
7204	1/14/2017 - 1/13/2018
7205	1/14/2017 - 1/13/2018
7206	1/14/2017 - 1/13/2018
7207	1/14/2017 - 1/13/2018
7208	2/14/2017 - 1/13/2018
7209	2/14/2017 - 1/13/2018
7210	2/14/2017 - 1/13/2018
7211	2/14/2017 - 1/13/2018
7212	4/27/2017 - 1/13/2018
7213	4/27/2017 - 1/13/2018
7214	4/27/2017 - 1/13/2018

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 45 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7215	5/10/2017 - 1/13/2018
7216	6/2/2017 - 1/13/2018
7217	6/2/2017 - 1/13/2018
7218	6/2/2017 - 1/13/2018
7219	6/23/2017 - 1/13/2018
7220	6/23/2017 - 1/13/2018
7221	6/23/2017 - 1/13/2018
7222	8/14/2017 - 1/13/2018
7223	8/17/2017 - 1/13/2018
7224	8/17/2017 - 1/13/2018
7225	9/19/2017 - 1/13/2018
7226	9/19/2017 - 1/13/2018
7227	9/19/2017 - 1/13/2018
7228	9/19/2017 - 1/13/2018
7229	9/19/2017 - 1/13/2018
7230	9/28/2017 - 1/13/2018
7231	12/5/2017 - 1/13/2018
7300	12/29/2017 - 12/28/2018
7301	12/29/2017 - 12/28/2018
7302	12/29/2017 - 12/28/2018
7303	1/12/2018 - 12/28/2018
7304	1/12/2018 - 12/28/2018
7305	1/19/2018 - 12/28/2018
7306	1/19/2018 - 12/28/2018
7307	1/19/2018 - 12/28/2018
7308	1/24/2018 - 12/28/2018
7309	1/24/2018 - 9/30/2018
7310	2/28/2018 - 12/28/2018
7311	2/28/2018 - 9/30/2018
7312	3/19/2018 - 12/28/2018
7313	3/27/2018 - 12/28/2018
7314	4/26/2018 - 12/28/2018
7315	4/26/2018 - 12/28/2018
7316	4/26/2018 - 12/28/2018
7317	5/24/2018 - 12/28/2018
7318	5/24/2018 - 12/28/2018
7319	6/28/2018 - 12/28/2018
7320	6/28/2018 - 12/28/2018
7321	6/28/2018 - 12/28/2018
7322	6/28/2018 - 12/28/2018
7323	7/24/2018 - 12/28/2018
7324	7/24/2018 - 12/28/2018
7325	7/24/2018 - 12/28/2018

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 46 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

7326	7/24/2018 - 12/28/2018
7327	7/24/2018 - 12/28/2018
7328	9/10/2018 - 12/28/2018
7329	9/10/2018 - 12/28/2018
7330	9/10/2018 - 12/28/2018
7331	12/11/2018 - 12/28/2018
7332	12/11/2018 - 12/28/2018
7333	12/11/2018 - 12/28/2018
7334	12/11/2018 - 12/28/2018
7400	12/29/2018 - 12/28/2019
7401	12/29/2018 - 12/28/2019
7402	12/29/2018 - 12/28/2019
7403	12/29/2018 - 12/28/2019
7404	1/17/2019 - 12/28/2019
7405	1/17/2019 - 12/28/2019
7406	1/17/2019 - 12/28/2019
7407	1/17/2019 - 12/28/2019
7408	1/17/2019 - 12/28/2019
7409	1/17/2019 - 12/28/2019
7410	1/17/2019 - 12/28/2019
7411	2/27/2019 - 12/28/2019
7412	2/27/2019 - 12/28/2019
7413	2/27/2019 - 12/28/2019
7414	2/27/2019 - 12/28/2019
7415	2/27/2019 - 12/28/2019
7416	3/22/2019 - 12/28/2019
7417	3/22/2019 - 12/28/2019
7418	4/22/2019 - 12/28/2019
7419	4/22/2019 - 12/28/2019
7420	4/22/2019 - 12/28/2019
7421	4/22/2019 - 12/28/2019
7422	5/20/2019 - 12/28/2019
7423	6/26/2019 - 12/28/2019
7424	7/23/2019 - 12/28/2019
7425	7/23/2019 - 12/28/2019
7426	7/23/2019 - 12/28/2019
7427	7/23/2019 - 12/28/2019
7428	8/21/2019 - 12/28/2019
7429	8/21/2019 - 12/28/2019
7430	8/21/2019 - 12/28/2019
9000AA	10/1/2014 - 9/30/2015
9001	1/14/2015 - 1/13/2016
9002	1/14/2015 - 1/13/2016

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 47 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

9003	1/14/2015 - 1/13/2016
9004	4/22/2015 - 1/13/2016
9005	4/22/2015 - 1/13/2016
9006	5/8/2015 - 1/13/2016
9007	7/16/2015 - 1/13/2016
9008	7/16/2015 - 1/13/2016
9009	8/31/2015 - 1/13/2016
9101	1/14/2016 - 1/13/2017
9102	1/14/2016 - 1/13/2017
9103	1/20/2016 - 1/13/2017
9104	1/20/2016 - 1/13/2017
9105	2/29/2016 - 1/13/2017
9106	4/22/2016 - 1/13/2017
9107	6/3/2016 - 1/13/2017
9108	8/8/2016 - 1/13/2017
9201	1/14/2017 - 1/13/2018
9202	1/14/2017 - 1/13/2018
9203	1/14/2017 - 1/13/2018
9204	1/14/2017 - 1/13/2018
9205	1/14/2017 - 1/13/2018
9206	1/14/2017 - 1/13/2018
9207	2/14/2017 - 1/13/2018
9208	2/14/2017 - 1/13/2018
9209	2/14/2017 - 1/13/2018
9210	4/27/2017 - 1/13/2018
9211	4/27/2017 - 1/13/2018
9212	6/23/2017 - 1/13/2018
9213	8/14/2017 - 1/13/2018
9214	9/19/2017 - 1/13/2018
9215	9/19/2017 - 1/13/2018
9216	9/19/2017 - 1/13/2018
9300	12/29/2017 - 12/28/2018
9301	12/29/2017 - 12/28/2018
9302	1/12/2018 - 12/28/2018
9303	1/19/2018 - 12/28/2018
9304	1/19/2018 - 12/28/2018
9305	1/24/2018 - 12/28/2018
9306	2/28/2018 - 9/30/2018
9307	3/19/2018 - 12/28/2018
9308	4/26/2018 - 12/28/2018
9309	6/28/2018 - 12/28/2018
9310	7/24/2018 - 12/28/2018
9311	7/24/2018 - 12/28/2018

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 48 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

9312	9/10/2018 - 12/28/2018
9313	12/11/2018 - 12/28/2018
9400	12/29/2018 - 12/28/2019
9401	12/29/2018 - 12/28/2019
9402	1/17/2019 - 12/28/2019
9403	1/17/2019 - 12/28/2019
9404	1/17/2019 - 12/28/2019
9405	1/17/2019 - 12/28/2019
9406	1/17/2019 - 12/28/2019
9407	1/17/2019 - 12/28/2019
9408	2/27/2019 - 12/28/2019
9409	2/27/2019 - 12/28/2019
9410	2/27/2019 - 12/28/2019
9411	2/27/2019 - 12/28/2019
9412	2/27/2019 - 12/28/2019
9413	3/22/2019 - 12/28/2019
9414	3/22/2019 - 12/28/2019
9415	4/22/2019 - 12/28/2019
9416	4/22/2019 - 12/28/2019
9417	4/22/2019 - 12/28/2019
9418	4/22/2019 - 12/28/2019
9419	7/23/2019 - 12/28/2019
9420	8/21/2019 - 12/28/2019

CLIN - DELIVERIES OR PERFORMANCE

DODAAC: N00167

Primary COR:

(End of clause)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 49 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Primary Contracting Officer Representative:

DFARS PGI Payment Instructions

Contract/Order Payment Clause	Type of Payment Request	Payment Office			Allocation Method
		Supply	Service	Construction	
52.212-4 (Alt I), Contract Terms and Conditions —Commercial Items	Cost Voucher	X	X	N/A	Line item specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.216-7, Allowable Cost and Payment					
52.232-7, Payments under Time-and-Materials and Labor-Hour Contracts					
52.232-1, Payments	Navy Shipbuilding Invoice (Fixed Price)	X	N/A	N/A	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-1, Payments;	Invoice	X	X	N/A	Line Item Specific proration. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds
52.232-2, Payments under Fixed-Price Research and Development Contracts;					

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 50 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

52.232-3, Payments under Personal Services Contracts;					will be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN on the deliverable line or deliverable subline item for which payment is requested.
52.232-4, Payments under Transportation Contracts and Transportation-Related Services Contracts; and					
52.232-6, Payments under Communication Service Contracts with Common Carriers					
52.232-5, Payments Under Fixed-Price Construction Contracts	Construction Payment Invoice	N/A	N/A	X	Line Item specific by fiscal year. If there is more than one ACRN within a deliverable line or deliverable subline item, the funds will be allocated using the oldest funds. In the event of a deliverable line or deliverable subline item with two ACRNs with the same fiscal year, those amounts will be prorated to the available unliquidated funds for that year.
52.232-16, Progress Payments	Progress Payment*	X	X	N/A	Contract-wide proration. Funds shall be allocated in the same proportion as the amount of funding currently unliquidated for each ACRN. Progress Payments are considered contract level financing, and the "contract price" shall reflect the fixed price portion of the contract per FAR 32.501-3.
52.232-29, Terms for Financing of Purchases of Commercial Items;	Commercial Item Financing*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
52.232-30, Installment Payments for Commercial Items					
52.232-32, Performance-Based Payments	Performance-Based Payments*	X	X	N/A	Specified in approved payment. The contracting officer shall specify the amount to be paid and

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 51 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

					the account(s) to be charged for each payment approval in accordance with FAR 32.207(b)(2) and 32.1007(b)(2).
252.232-7002, Progress Payments for Foreign Military Sales Acquisitions	Progress Payment*	X	X	N/A	Allocate costs among line items and countries in a manner acceptable to the Administrative Contracting Officer.

*Liquidation of Financing Payments. Liquidation will be applied by the payment office against those ACRNs which are identified by the payment instructions for the delivery payment and in keeping with the liquidation provision of the applicable contract financing clause (i.e., progress payment, performance-based payment, or commercial item financing).

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 52 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Cost Voucher

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00167
Admin DoDAAC	S210A
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00167
Service Acceptor (DoDAAC)	N00167
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA471
Other DoDAAC(s)	N/A

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 53 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

HQ G-2-0009, Supplemental Instructions Regarding Electronic Invoicing (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(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:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>PERIOD OF PERFORMANCE</u>
See Section B			ESTIMATED See Section F

(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 cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 75 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(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).

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

Accounting Data

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 75 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

CAR H11 – CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (MAR 2014)

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- 86 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 or closed investigation with a favorable adjudication is required prior to issuance of a badge providing access to NSWCCD sites and buildings. If an unfavorable adjudication is determined by DISCO all access will be terminated. For Common Access Card (CAC) card you must have a favorably adjudicated investigation, or a final security clearance. A CAC Card will not be issued to contractors who

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 80 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

has an interim security clearance.

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.

H-5 Task Order Process.

Ombudsman Description.

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:

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 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 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),

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 81 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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_ 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:

$$\begin{aligned} &\text{Fee (Required LOE - Expended LOE)} \\ \text{Fee Reduction} = &\text{-----} \\ &\text{Required LOE} \end{aligned}$$

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 82 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

identifying compensated effort and uncompensated effort, if any.

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

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 83 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

SECTION I CONTRACT CLAUSES

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 task order period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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. This solicitation is being issued for one base year and 2 - one year option periods.

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 84 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

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

* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of Clause)

52.228-3 – Workers’ Compensation Insurance (Defense Base Act).

As prescribed in (a), insert the following clause:[28.309](#)

Workers’ Compensation Insurance (Defense Base Act) (Jul 2014)

(a) The Contractor shall--

(1) Before commencing performance under this contract, establish provisions to provide for the payment of disability compensation and medical benefits to covered employees and death benefits to their eligible survivors, by purchasing workers’ compensation insurance or qualifying as a self-insurer under the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 932) as extended by the Defense Base Act (42 U.S.C. 1651, et seq.), and continue to maintain provisions to provide such Defense Base Act benefits until contract performance is completed;

(2) Within ten days of an employee’s injury or death or from the date the Contractor has knowledge of the injury or death, submit Form LS-202 (Employee’s First Report of Injury or Occupational Illness) to the Department of Labor in accordance with the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 930(a), 20 CFR 702.201 to 702.203);

(3) Pay all compensation due for disability or death within the time frames required by the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 914, 20 CFR 702.231 and 703.232);

(4) Provide for medical care as required by the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 907, 20 CFR 702.402 and 702.419);

(5) If controverting the right to compensation, submit Form LS-207 (Notice of Controversion of Right to Compensation) to the Department of Labor in accordance with the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 914(d), 20 CFR 702.251);

(6) Immediately upon making the first payment of compensation in any case, submit Form LS-206 (Payment of Compensation Without Award) to the Department of Labor in accordance with the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 914(c), 20 CFR 702.234);

(7) When payments are suspended or when making the final payment, submit Form LS-208 (Notice of Final Payment or Suspension of Compensation Payments) to the Department of Labor in accordance with the Longshore and Harbor Workers’ Compensation Act (33 U.S.C. 914 (c) and (g), 20 CFR 702.234 and 702.235); and

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 85 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(8) Adhere to all other provisions of the Longshore and Harbor Workers' Compensation Act as extended by the Defense Base Act, and Department of Labor regulations at 20 CFR Parts 701 to 704.

(b) For additional information on the Longshore and Harbor Workers' Compensation Act requirements see <http://www.dol.gov/owcp/dlhwc/lbdba.htm>.

(c) The Contractor shall insert the substance of this clause including this paragraph (c), in all subcontracts to which the Defense Base Act applies.

(End of Clause)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

(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).

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 86 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(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.

(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)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

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

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Attribution information” means information that identifies the Contractor, whether directly or indirectly, by the grouping of information that can be traced back to the Contractor (e.g., program description or facility locations).

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 87 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information is to be marked with one of the distribution statements B-through-F, in accordance with DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Exfiltration” means any unauthorized release of data from within an information system. This includes copying the data through covert network channels or the copying of data to unauthorized media.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Safeguarding requirements and procedures for unclassified controlled technical information.* The Contractor shall provide adequate security to safeguard unclassified controlled technical information from compromise. To provide adequate security, the Contractor shall—

(1) Implement information systems security in its project, enterprise, or company-wide unclassified information technology system(s) that may have unclassified controlled technical information resident on or transiting through them. The information systems security program shall implement, at a minimum—

(i) The specified National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 security controls identified in the following table; or

(ii) If a NIST control is not implemented, the Contractor shall submit to the Contracting Officer a written explanation of how—

(A) The required security control identified in the following table is not applicable; or

(B) An alternative control or protective measure is used to achieve equivalent protection.

(2) Apply other information systems security requirements when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

Table 1 -- Minimum Security Controls for Safeguarding

Minimum required security controls for unclassified controlled technical information requiring safeguarding in accordance with paragraph (d) of this clause. (A description of the security controls is in the NIST SP 800-53, “Security and Privacy Controls for Federal Information Systems and Organizations” (<http://csrc.nist.gov/publications/PubsSPs.html>).)

<u>Access Control</u>	<u>Audit & Accountability</u>	<u>Identification and Authentication</u>	<u>Media Protection</u>	<u>System & Comm Protection</u>
AC-2	AU-2	IA-2	MP-4	SC-2
AC-3(4)	AU-3	IA-4	MP-6	SC-4
AC-4	AU-6(1)	IA-5(1)	<u>Physical and Environmental Protection</u>	SC-7
AC-6	AU-7			SC-8(1)
AC-7	AU-8	<u>Incident Response</u>	PE-2	SC-13
AC-11(1)	AU-9		PE-3	SC-15
AC-17(2)		IR-2	PE-5	SC-28
AC-18(1)	<u>Configuration Management</u>	IR-4		
AC-19	CM-2	IR-5	<u>Program Management</u>	-
AC-20(1)	CM-6	IR-6	PM-10	<u>System & Information Integrity</u>
AC-20(2)	CM-7	-	-	SI-2
AC-22	CM-8	<u>Maintenance</u>	-	SI-3
	-	MA-4(6)	<u>Risk Assessment</u>	SI-4
		MA-5	RA-5	-
		MA-6	-	
<u>Awareness & Training</u>	<u>Contingency Planning</u>			
AT-2	CP-9			

Legend:

AC: Access Control

AT: Awareness and Training

AU: Auditing and Accountability

CM: Configuration Management

CP: Contingency Planning

IA: Identification and Authentication

IR: Incident Response

MA: Maintenance

MP: Media Protection

PE: Physical & Environmental Protection

PM: Program Management

RA: Risk Assessment

SC: System & Communications Protection

SI: System & Information Integrity

(c) *Other requirements.* This clause does not relieve the Contractor of the requirements specified by applicable statutes or other Federal and DoD safeguarding requirements for Controlled Unclassified Information (CUI) as established by Executive Order 13556, as well as regulations and guidance established pursuant thereto.

(d) *Cyber incident and compromise reporting.*

(1) *Reporting requirement.* The Contractor shall report as much of the following information as can be obtained to the Department of Defense via (<http://dibnet.dod.mil/>) within 72 hours of discovery of any cyber incident, as described in paragraph (d)(2) of this clause, that affects unclassified controlled technical information resident on or transiting through the Contractor's unclassified information systems:

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 89 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

- (i) Data Universal Numbering System (DUNS).
 - (ii) Contract numbers affected unless all contracts by the company are affected.
 - (iii) Facility CAGE code if the location of the event is different than the prime Contractor location.
 - (iv) Point of contact if different than the POC recorded in the System for Award Management (address, position, telephone, email).
 - (v) Contracting Officer point of contact (address, position, telephone, email).
 - (vi) Contract clearance level.
 - (vii) Name of subcontractor and CAGE code if this was an incident on a Sub-contractor network.
 - (viii) DoD programs, platforms or systems involved.
 - (ix) Location(s) of compromise.
 - (x) Date incident discovered.
 - (xi) Type of compromise (e.g., unauthorized access, inadvertent release, other).
 - (xii) Description of technical information compromised.
 - (xiii) Any additional information relevant to the information compromise.
- (2) *Reportable cyber incidents.* Reportable cyber incidents include the following:
- (i) A cyber incident involving possible exfiltration, manipulation, or other loss or compromise of any unclassified controlled technical information resident on or transiting through Contractor's, or its subcontractors', unclassified information systems.
 - (ii) Any other activities not included in paragraph (d)(2)(i) of this clause that allow unauthorized access to the Contractor's unclassified information system on which unclassified controlled technical information is resident on or transiting.
- (3) *Other reporting requirements.* This reporting in no way abrogates the Contractor's responsibility for additional safeguarding and cyber incident reporting requirements pertaining to its unclassified information systems under other clauses that may apply to its contract, or as a result of other U.S. Government legislative and regulatory requirements that may apply (e.g., as cited in paragraph (c) of this clause).
- (4) Contractor actions to support DoD damage assessment. In response to the reported cyber incident, the Contractor shall—
- (i) Conduct further review of its unclassified network for evidence of compromise resulting from a cyber incident to include, but is not limited to, identifying compromised computers, servers, specific data and users accounts. This includes analyzing information systems that were part of the compromise, as well as other information systems on the network that were accessed as a result of the compromise;
 - (ii) Review the data accessed during the cyber incident to identify specific unclassified controlled technical information associated with DoD programs, systems or contracts, including military programs, systems and technology; and
 - (iii) Preserve and protect images of known affected information systems and all relevant monitoring/packet capture data for at least 90 days from the cyber incident to allow DoD to request information or decline interest.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 90 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(5) *DoD damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor point of contact identified in the incident report at (d)(1) of this clause provide all of the damage assessment information gathered in accordance with paragraph (d)(4) of this clause. The Contractor shall comply with damage assessment information requests. The requirement to share files and images exists unless there are legal restrictions that limit a company's ability to share digital media. The Contractor shall inform the Contracting Officer of the source, nature, and prescription of such limitations and the authority responsible.

(e) *Protection of reported information.* Except to the extent that such information is lawfully publicly available without restrictions, the Government will protect information reported or otherwise provided to DoD under this clause in accordance with applicable statutes, regulations, and policies. The Contractor shall identify and mark attribution information reported or otherwise provided to the DoD. The Government may use information, including attribution information and disclose it only to authorized persons for purposes and activities consistent with this clause.

(f) Nothing in this clause limits the Government's ability to conduct law enforcement or counterintelligence activities, or other lawful activities in the interest of homeland security and national security. The results of the activities described in this clause may be used to support an investigation and prosecution of any person or entity, including those attempting to infiltrate or compromise information on a contractor information system in violation of any statute.

(g) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (g), in all subcontracts, including subcontracts for commercial items.

(End of clause)

252.225-7004 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION AFTER AWARD (OCT 2015)

(a) *Definition.* "United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Reporting requirement.* The Contractor shall submit a report in accordance with this clause, if the Contractor or a first-tier subcontractor will perform any part of this contract outside the United States and Canada that—

- (1) Exceeds \$700,000 in value; and
- (2) Could be performed inside the United States or Canada.

(c) *Submission of reports.* The Contractor—

- (1) Shall submit a report as soon as practical after the information is known;
- (2) To the maximum extent practicable, shall submit a report regarding a first-tier subcontractor at least 30 days before award of the subcontract;
- (3) Need not resubmit information submitted with its offer, unless the information changes;
- (4) Shall submit all reports to the Contracting Officer; and
- (5) Shall submit a copy of each report to: Deputy Director of Defense Procurement and

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 91 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

Acquisition Policy (Contract Policy and International Contracting), OUSD(AT&L) DPAP/CPIC, Washington, DC 20301-3060.

(d) *Report format.* The Contractor—

(1) Shall submit reports using—

(i) DD Form 2139, Report of Contract Performance Outside the United States; or

(ii) A computer-generated report that contains all information required by DD Form 2139; and

(2) May obtain copies of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

(a) *Definition.* “United States,” as used in this clause, means, the 50 States, the District of Columbia, and outlying areas.

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall?

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is?

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from (Contracting Officer to insert applicable information cited in

PGI 225.372-1).

(End of clause)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 92 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (FEB 2014)

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

(1) “Computer data base” means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) “Computer program” means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Covered Government support contractor" means a contractor (other than a litigation support contractor covered by [252.204-7014](#)) under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at [252.227-7025](#) , Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) “Detailed manufacturing or process data” means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(7) “Developed” means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered “developed,” the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 93 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(12) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor in performance of its covered Government support contract for use, modification, reproduction, performance, display, or release or disclosure to a person authorized to receive limited rights technical data; or

(2) A foreign government, of technical data other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 94 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(16) “Unlimited rights” means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) *Rights in technical data.* The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) *Unlimited rights.* The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) *Government purpose rights.*

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 95 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at [227.7103-7](#) of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS [252.227-7025](#), Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) *Limited rights.*

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The Contractor acknowledges that—

(A) Limited rights data are authorized to be released or disclosed to covered Government support contractors;

(B) The Contractor will be notified of such release or disclosure;

(C) The Contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the Contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such data, or alternatively, that the Contractor (or party asserting restrictions) may waive in writing the requirement for a non-disclosure agreement; and

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 96 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(D) Any such non-disclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at [252.227-7025](#), Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends. The non-disclosure agreement shall not include any additional terms and conditions unless mutually agreed to by the parties to the non-disclosure agreement.

(4) *Specifically negotiated license rights.* The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) *Prior government rights.* Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

- (i) The parties have agreed otherwise; or
- (ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) *Release from liability.* The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) *Contractor rights in technical data.* All rights not granted to the Government are retained by the Contractor.

(d) *Third party copyrighted data.* The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) *Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.*

(1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of
Technical Data.

The Contractor asserts for itself, or the persons identified below, that the Government's

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 97 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

rights to use, release, or disclose the following technical data should be restricted—

Technical Data to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
NONE	N/A	N/A	N/A

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.

**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

****Corporation, individual, or other person, as appropriate.

Date

Printed Name and Title

Signature

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) *Marking requirements.* The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) *General marking instructions.* The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) *Government purpose rights markings.* Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 98 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

GOVERNMENT PURPOSE RIGHTS

Contract No. _____
 Contractor Name _____
 Contractor Address _____

 Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) *Limited rights markings.* Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No. _____
 Contractor Name _____
 Contractor Address _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

(4) *Special license rights markings.*

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____ (Insert contract number)_____, License No. _____ (Insert license identifier)_____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 99 of 105	FINAL
----------------------------------	---	----------------------------------	-------------------	-------

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) *Pre-existing data markings.* If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) *Contractor procedures and records.* Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) *Removal of unjustified and nonconforming markings.*

(1) *Unjustified technical data markings.* The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) *Nonconforming technical data markings.* A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) *Relation to patents.* Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) *Limitation on charges for rights in technical data.*

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 100 of 105	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) *Applicability to subcontractors or suppliers.*

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, including subcontracts or other contractual instruments for commercial items, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at [252.227-7015](#) will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

252.229-7003 TAX EXEMPTIONS (ITALY) (MAR 2012)

(a) As the Contractor represented in its offer, the contract price, including the prices in subcontracts awarded under this contract, does not include taxes from which the United States Government is exempt.

(b) The United States Government is exempt from payment of Imposta Valore Aggiunto (IVA) tax in accordance with Article 72 of the IVA implementing decree on all supplies and services sold to United States Military Commands in Italy.

(1) The Contractor shall include the following information on invoices submitted to the United States Government:

(i) The contract number.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 101 of 105	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(ii) The IVA tax exemption claimed pursuant to Article 72 of Decree Law 633, dated October 26, 1972.

(iii) The following fiscal code(s): *[Contracting Officer must insert the applicable fiscal code(s) for military activities within Italy: 80028250241 for Army, 80156020630 for Navy, or 91000190933 for Air Force].*

(2)(i) Upon receipt of the invoice, the paying office will include the following certification on one copy of the invoice:

An authorized United States Government official will sign the copy of the invoice containing this certification.

(ii) The paying office will return the certified copy together with payment to the Contractor. The payment will not include the amount of the IVA tax.

(iii) The Contractor shall retain the certified copy to substantiate non-payment of the IVA tax.

(3) The Contractor may address questions regarding the IVA tax to the Ministry of Finance, IVA Office, Rome (06) 520741.

(c) In addition to the IVA tax, purchases by the United States Forces in Italy are exempt from the following taxes:

(1) Imposta di Fabbricazione (Production Tax for Petroleum Products).

(2) Imposta di Consumo (Consumption Tax for Electrical Power).

(3) Dazi Doganali (Customs Duties).

(4) Tassa di Sbarco e d'Imbarco sulle Merci Transportate per Via Aerea e per Via Maritima (Port Fees).

(5) Tassa de Circolazione sui Veicoli (Vehicle Circulation Tax).

(6) Imposta di Registro (Registration Tax).

(7) Imposta di Bollo (Stamp Tax).

(End of clause)

252.229-7006 VALUE ADDED TAX EXCLUSION (UNITED KINGDOM) (DEC 2011)

The supplies or services identified in this contract are to be delivered at a price exclusive of value added tax under arrangements between the appropriate United States authorities and Her Majesty's Revenue and Customs (HMRC Reference Notice 431, entitled Relief from Customs Duty and/or Value Added Tax on United States Government Expenditures in the United Kingdom). By executing this contract, the Contracting Officer certifies that these supplies or services are being purchased for United States Government official purposes only.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 102 of 105	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

(End of clause)

252.229-7007 VERIFICATION OF UNITED STATES RECEIPT OF GOODS (JUN 1997)

The Contractor shall insert the following statement on all Material Inspection and Receiving Reports (DD Form 250 series) for Contracting Officer approval:

“I certify that the items listed on this invoice have been received by the United States.”

(End of clause)

5252.227-9100 PROTECTION OF NAVAL NUCLEAR PROPULSION INFORMATION (APR 2015)

(a) During the performance of this contract Naval Nuclear Propulsion Information (NNPI) may be developed or used. Naval Nuclear Propulsion Information is defined as that information and/or hardware concerning the design, arrangement, development, manufacturing, testing, operation, administration, training, maintenance, and repair of the propulsion plans of Naval Nuclear Powered Ships including the associated shipboard and shore-based nuclear support facilities. Appropriate safeguards must be proposed by the Contractor and approved by the Contracting Officer for Security for the safeguarding from actual, potential or inadvertent release by the Contractor, or any subcontractor, of any Naval Nuclear Propulsion Information in any form, classified or unclassified. Such safeguards shall ensure that only Governmental and Contractor parties, including subcontractors, that have an established need-to-know, have access in order to perform work under this contract, and then only under conditions which assure that the information is properly protected. Access by foreign nationals or immigrant aliens is not permitted. A foreign national or immigrant alien is defined as a person not a United States citizen or a United States National. United States citizens representing a foreign government, foreign private interest or other foreign nationals, are considered to be foreign nationals for industrial security purposes and the purpose of this restriction. In addition, any and all issue or release of such information beyond such necessary parties, whether or not ordered through an administrative or judicial tribunal, shall be brought to the attention of the Contracting Officer for Security.

(b) The Contracting Officer for Security shall be immediately notified of any litigation, subpoenas, or requests which either seek or may result in the release of Naval Nuclear Propulsion Information.

(c) In the event that a court or administrative order makes immediate review by the Contracting Officer for security impractical, the Contractor agrees to take all necessary steps to notify the court or administrative body of the Navy's interest in controlling the release of such information through review and concurrence in any release.

(d) The Contracting Agency reserves the right to audit Contractor facilities for compliance with the above restrictions.

(e) Exceptions to these requirements may only be obtained with prior approval from the

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 103 of 105	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

Commander, Naval Sea Systems Command (Contact SEA 09P3).

(end of clause)

5252.227-9101 TRANSMISSION ABROAD OF EQUIPMENT OR TECHNICAL DATA RELATING TO THE NUCLEAR PROPULSION OF NAVAL SHIPS (APR 2015)

(a) The supplies specified to be delivered under this contract relate to the nuclear propulsion of naval ships.

(b) Equipment and technical data defined as Naval Nuclear Propulsion information (NNPI) under OPNAVINST N9210.3 of 7 June 2010 shall not be disclosed to foreign nationals.

(c) For other than equipment and technical data defined as NNPI in paragraph (b) above, except with the prior written consent of the Contracting Officer, or his designated representative, the Contractor shall not, at any time during or after the performance of this contract, transmit or authorize the transmittal of any equipment or technical data, as defined in paragraph (d) below, (1) outside the United States, or (2) irrespective of location, (i) to any foreign national, not working on this contract or any subcontract hereunder (ii) to any foreign organization (including foreign subsidiaries and affiliates of the Contractor), (iii) to any foreign Government, or (iv) to any international organization.

(d) As used in this requirement, the following terms shall have the following definitions:

(1) "United States" means the States, the District of Columbia, Puerto Rico, American Samoa, the Virgin Islands, Guam, and any areas subject to the complete sovereignty of the United States;

(2) "equipment" means all supplies of the kind specified to be delivered under this contract, all component parts thereof, and all models of such supplies and component parts; but "equipment" does not include standard commercial supplies and component parts, and models thereof;

(3) "technical data" means all professional, scientific, or technical information and data produced or prepared for the performance of this contract, or on or for the operation, maintenance, evaluation, or testing of any contract item, whether or not the information and data were specified to be delivered under this contract including, without limitation, all writings, sound recordings, pictorial reproductions, and drawings or other graphical representations; but "technical data" does not include such information and data on standard commercial supplies and component parts to the extent that the information and data do not relate to the use, operation, maintenance, evaluation and testing of such supplies and component parts in or in connection with any item, or component parts thereof, specified to be delivered under this contract.

(e) The Contractor agrees to insert in all subcontracts under this contract provisions which shall conform substantially to the language of this requirement, including this paragraph (e).

(f) Notwithstanding any other provisions of this requirement, this requirement shall not apply (1) where the transmittal or authorization for the transmittal of equipment or technical data is to be made pursuant to a contract or agreement to which the United States is a party; and (2)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 104 of 105	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

where the transmittal is to be of equipment or technical data which the Contracting Officer, or his designated representative, has declared in writing to the Contractor to be thereafter exempt from this requirement.

(End of Clause)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD09	AMENDMENT/MODIFICATION NO. 59	PAGE 105 of 105	FINAL
----------------------------------	---	----------------------------------	--------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 5 - Burn Rate Analysis

Attachment 4 - Incurred Cost Report

Attachment 6 - CDRLs

Attachment 3 - Cyber Workforce Matrix

Attachment 10 - Deleted in Modification 26

Attachment 11 - DD Form 254 Revision dated 6 June 2017

Attachment 12 - US Pacific Command (USPACOM) Instruction 0614.1 dated 5 February 2013 (Available on request to COR)