

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 51		3. EFFECTIVE DATE 23-Oct-2019		4. REQUISITION/PURCHASE REQ. NO. 1300795520	
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-FD10	
		10B. DATED (SEE ITEM 13) 15-May-2015	
CAGE CODE 1QU78	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS	
<p><input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.</p> <p>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:</p> <p>(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.</p>	
12. ACCOUNTING AND APPROPRIATION DATA (If required)	
SEE SECTION G	

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 Limitation of Funds
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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)	

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 2 of 3	FINAL
----------------------------------	---	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of the modification is to add incremental funding to CLINs 7400 and 9400 in the amount of \$106,355.00 pursuant to FAR 52.232-22, Limitation of Funds. Accordingly, said Task Order is modified as follows:

A. Section B Changes

In order to add incremental funds, Section B is revised to reduce the amount in holding CLIN 7400AA and 9400AA and create CLINs 7400BD and 9400BD respectively.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7400AA			
7400BD			
9400AA			
9400BD			

B. Section F Changes:

The Period of Performance of the following line items is hereby changed as follows

CLIN/SLIN	From	To
7400BD		
9400BD		

C. Section G Changes

1. The total funding for this order has increased by \$106,335.00 to a total funding amount of \$2,0750,490.80.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7400AA	Fund Type - OTHER			
7400BD	Fund Type - OTHER			
9400BD	Fund Type - OTHER			

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 3 of 3	FINAL
----------------------------------	---	----------------------------------	----------------	-------

2. The accounting and appropriation data added to Section G for this modification is as follows:

MOD 51

D. The end of the period of performance remains unchanged at May 14, 2020.

E. The total value of the TO remains unchanged.

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 1 of 91	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 SLIN is 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. CLIN 7001 is an unfunded CLIN and will be reduced by the amount of incremental funding applied to separate CLINs to maintain the proper contract value. (Fund Type - TBD)		LO			\$0.00
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			\$296,600.00
700201	R425	Funding for TI-02 in the amount of \$255,000 (Fund Type - OTHER)					
700202	R425	Funding for TI-15 in the amount of \$20,000 (Fund Type - OTHER)					
700203	R425	Funding for TI-15A in the amount of \$21,600 (Fund Type - OTHER)					
7003	R425	PMS397 - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - TBD)		LO			\$1,109,557.48
700301	R425	Funding for TI-01 in the amount of \$95,000 (RDT&E)					
700302	R425	Funding for TI-04 in the amount of \$170,025 (RDT&E)					
700303	R425	Funding for TI-05 in the amount of \$41,900 (RDT&E)					

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 2 of 91	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700304	R425	Funding for TI-08 in the amount of \$345,880 (RDT&E)					
700305	R425	Funding for TI-1A in the amount of \$40,000 (RDT&E)					
700306	R425	Funding for TI-4A in the amount \$199,800 (RDT&E)					
700307	R425	Funding for TI-5A in the amount of 169,760 (RDT&E)					
700308	R425	Funding for TI-16 in the amount of \$200,000 (RDT&E)					
7004	R425	ONR - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - TBD)		LO			\$11,099.00
700401	R425	Funding for TI-03 in the amount of \$11,099 (RDT&E)					
7005	R425	USCG - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - TBD)		LO			\$99,800.00
700501	R425	Funding for TI-06 in the amount of \$99,800 (Fund Type - OTHER)					
7006	R425	PEO CV - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - TBD)		LO			\$225,750.00
700601	R425	Funding for TI-09 in the amount of \$225,750 (RDT&E)					
7007	R425	PMS 450 - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - TBD)		LO			\$325,000.00
700701	R425	Funding for TI-11 in the amount of \$325,000 (RDT&E)					
7008	R425	USMC/PMAAA - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund		LO			\$69,800.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 3 of 91	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Type - TBD)					
700801	R425	Funding for TI-13 in the amount of \$69,800 (RDT&E)					
7009	R425	NAVFAC/NEPO - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$50,600.00
700901	R425	Funding for TI-14 in the amount of \$39,600 (RDT&E)					
700902	R425	Funding for TI-14A in the amount of \$11,000 (RDT&E)					
7010	R425	PEO IWS - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - TBD)		LO			\$178,727.00
701001	R425	Funding for TI-07 in the amount of \$10,000 (RDT&E)					
701002	R425	Funding for TI-17 in the amount of \$168,727 (RDT&E)					
7011	R425	SEA 05/05T - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$180,000.00
701101	R425	Funding for TI-10 in the amount of \$180,000 (RDT&E)					
7012	R425	PEO LCS - Base Period (Year 1) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - TBD)		LO			\$43,786.00
701201	R425	Funding for TI-12 in the amount of \$89,729; TI-12A deobligates \$45,943 (Fund Type - OTHER)					
7100							\$0.00
7100AA	R425	This SLIN is deleted in its entirety. (Fund Type - TBD)		LO			\$0.00
		Option					
7101		Exercised Option Period (Year 2) - Scientific, engineering and technical					\$3,260,958.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 4 of 91	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		support services in accordance with Section C, Statement of Work. CLIN 7101 is an unfunded CLIN and will be reduced by the amount of incremental funding applied to separate CLINs to maintain the proper contract value.					
7101AA	R425	Available ceiling remaining on CLIN 7101 (Fund Type - TBD)		LO			\$0.00
7101AB	R425	TI-18, Code 80 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - OTHER)		LO			\$32,000.00
7101AC	R425	TI-19A, PMS 397 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$204,700.00
7101AD	R425	TI-20A, CG-9322 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - OTHER)		LO			\$239,700.00
7101AE	R425	TI-21, PMS 378 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$371,137.00
7101AF	R425	TI-22, PMS 397 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$85,000.00
7101AG	R425	TI-23, PMS 397 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$101,511.00
7101AH	R425	TI-25/TI-25A, PMS 397 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section		LO			\$348,000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 5 of 91	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		C, Statement of Work. (RDT&E)					
7101AJ	R425	TI-26, 05T(CPSD) - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$227,500.00
7101AK	R425	TI-32, PD AWS - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$33,400.00
7101AL	R425	TI-28, Code 04 (NIPO) - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 10 U.S.C. 2410(a) authority is hereby invoked. (RDT&E)		LO			\$280,030.00
7101AM	R425	TI-30, PMS 450 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (SCN)		LO			\$257,000.00
7101AN	R425	TI-30, PMS 450 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (SCN)		LO			\$113,000.00
7101AP	R425	TI-31, PMS 377 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$170,000.00
7101AQ	R425	TI-24, PMS 450 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$175,000.00
7101AR	R425	TI-29, NEPO - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 2410(a) authority is hereby invoked. (RDT&E)		LO			\$5,000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 6 of 91	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Un Est. Cost it	Fixed Fee	CPFF
7101AS	R425	TI-37, PMS 397 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO		\$94,800.00
7101AT	R425	TI-27, PMS 397 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO		\$29,600.00
7101AU	R425	TI-36, 05D - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO		\$3,250.00
7101AV	R425	TI-33, PMS 397 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO		\$60,000.00
7101AW	R425	TI-20B, CG-9322 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - OTHER)		LO		\$122,180.00
7101AX	R425	TI-29A, NEPO - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO		\$80,000.00
7101AY	R425	TI-34, CG-9324 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - OTHER)		LO		\$47,900.00
7101AZ	R425	TI-22A, PMS 397 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO		\$29,000.00
7101BA	R425	TI-31B, PMS 377 - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C,		LO		\$146,000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 7 of 91	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Statement of Work. (RDT&E)					
7101BB	R425	TI-32B, PD AWS - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$2,000.00
7101BC	R425	TI-36A, 05D - Option Year (Year 2) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$3,250.00
7200							\$0.00
7200AA	R425	This SLIN is deleted in its entirety. (Fund Type - TBD)		LO			\$0.00
		Option					
7201		Exercised Option Period (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. CLIN 7201 is an unfunded CLIN and will be reduced by the amount of incremental funding applied to separate CLINs to maintain the proper contract value.					\$3,681,705.95
7201AA	R425	Available ceiling remaining on CLIN 7201 (Fund Type - TBD)		LH			\$0.00
7201AB	R425	TI-38/38A, PMS 378 - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$412,042.00
7201AC	R425	TI-39/39A, Code PMS 397 - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$201,000.00
7201AD	R425	TI-40, CG-9322 - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - OTHER)		LH			\$310,000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 8 of 91	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201AE	R425	TI-41, PdD AWS - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$54,200.00
7201AF	R425	TI-42, PMS 397 - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$32,100.00
7201AG	R425	TI-43, PMS 450 - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (SCN)		LH			\$352,000.00
7201AH	R425	TI-46/46A, NEPO - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$42,000.00
7201AJ	R425	TI-47/47A, PMS 397 - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$251,000.00
7201AK	R425	TI-48/48A, PMS 397 - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$115,000.00
7201AL	R425	TI-49/49A, PMS 397 - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$705,234.00
7201AM	R425	TI-42A, PEO SUB - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 2410(a) is hereby invoked. (RDT&E)		LH			\$174,354.95
7201AN	R425	TI-42A/42B, PEO SUBS - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work.		LH			\$146,860.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 9 of 91	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		(RDT&E)					
7201AP	R425	TI-45, SEA 05 - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$22,500.00
7201AQ	R425	TI-51, PEO SUBS - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$91,854.00
7201AR	R425	TI-41A, PdD AWS - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$62,900.00
7201AS	R425	TI-44, ONR - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$115,000.00
7201AT	R425	TI-52, USCG - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (WCF)		LH			\$34,900.00
7201AU	R425	TI-46B, NEPO - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$54,500.00
7201AV	R425	TI-53, PMS450 - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (SCN)		LH			\$80,000.00
7201AW	R425	TI-54, PMS397 - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LO			\$28,500.00
7201AX	R425	TI-39B, PMS397 - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C,		LH			\$94,000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 10 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Statement of Work. (RDT&E)					
7201AY	R425	TI-55, PMS397 - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$235,000.00
7201AZ	R425	TI-56, Code84 - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - OTHER)		LH			\$18,761.00
7201BA	R425	TI-46C, NEPO - Option Year (Year 3) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$48,000.00
7300		Exercised Option Period (Year 4) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work.					\$6,062,250.52
7300AA	R425	Holding CLIN for 7300 (Fund Type - TBD)		LH			\$2,289,860.52
7300AB	R425	TI-57/57A, PMS 378 - Option Year (Year 4) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$553,173.00
7300AC	R425	TI-58, Code 84 - Option Year (Year 4) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - OTHER)		LH			\$105,512.00
7300AD	R425	TI-60, PMS 397 - Option Year (Year 4) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$220,000.00
7300AE	R425	TI-62, PMS 450V - Option Year (Year 4) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$45,000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 11 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300AF	R425	TI-64/64A/64B, PMS 397 - Option Year (Year 4) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (RDT&E)		LH			\$363,000.00
7300AG	R425	TI-65, NEPO - Option Year (Year 4) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. 2410(a) is hereby invoked. (RDT&E)		LH			\$180,000.00
7300AH	R425	TI-59, PMS 397 - Option Year (Year 4) - Scientific, engineering and technical support services in accordance with Section C, Statement of Work. (Fund Type - OTHER)		LH			\$318,000.00
7300AJ	R425	TI-63, PMS 450 - Option Year (Year 4) - Scientific, engineering and technical support services in accordance with Section C, Task Area 2, Statement of Work. (SCN)		LH			\$352,000.00
7300AK	R425	TI-66, Code 881 - Option Year (Year 4) - Scientific, engineering and technical support services in accordance with Section C, Task Area 4, Statement of Work. (Fund Type - OTHER)		LH			\$15,000.00
7300AL	R425	TI-67, PMS 397- Option Year (Year 4) - Scientific, engineering and technical support services in accordance with Section C, Task Area 4, Statement of Work. (RDT&E)		LH			\$115,000.00
7300AM	R425	TI-68, PMS 397- Option Year (Year 4) - Training and equipment development support in accordance with Section C, Task Area 2, Statement of Work. (RDT&E)		LH			\$103,000.00
7300AN	R425	TI-61A, To provide the correct LLA in support of TI-61. TI-61, CG-9283- Option Year (Year 4) - Cost estimating and analysis support services in accordance with Section C,		LH			\$170,252.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 12 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Task Area 7, Statement of Work. (Fund Type - OTHER)					
7300AP	R425	TI-69, Option Year (Year 4) - Testing, Training, and Equipment Development in Section C, Task Area 2, Statement of Work. (SCN)		LH			\$55,000.00
7300AQ	R425	TI-66A, De-obligation under TI-66B by \$21,000 for a new balance of \$0. Option Year (Year 4) - Testing, Training, and Equipment Development in Section C, Task Area 2, Statement of Work. (Fund Type - OTHER)		LH			\$0.00
7300AR	R425	TI-70 - 2410(a) WILL BE INVOKED (RDT&E)		LH			\$45,000.00
7300AS	R425	TI-71, De-obligation under TI-71A by \$146,000 for a new balance of \$194,000. Option Year (Year 4) - Testing, Training, and Equipment Development in Section C, Task Area 2, Statement of Work. (RDT&E)		LH			\$194,000.00
7300AT	R425	TI-73 (SCN)		LH			\$49,000.00
7300AU	R425	TI-73 (SCN)		LH			\$35,000.00
7300AV	R425	TI-74 (O&MN,N)		LH			\$20,040.00
7300AW	R425	TI-72 (RDT&E)		LH			\$40,000.00
7300AX	R425	TI-75 Incremental Funding in the amount of \$23,563.00 (RDT&E)		LH			\$23,563.00
7300AY	R425	TI-76 Incremental funding in the amount of \$136,500. (RDT&E)		LH			\$136,500.00
7300AZ	R425	Incremental funding in support of TI-63A (SCN)		LH			\$500,000.00
7300BA	R425	Incremental funding in support of TI-60A. (RDT&E)		LH			\$58,500.00
7300BB	R425	Incremental funding in support of TI-77. (RDT&E)		LH			\$51,000.00
7300BC	R425	Incremental funding in support of TI-78. (RDT&E)		LH			\$24,850.00
7400							\$5,788,184.00
7400AA	R425	Holding CLIN for 7400 (Fund Type - OTHER)		LH			\$171,123.00
7400AB	R425	Incremental funding in support of TI-74/REV 1 (O&MN,N)		LH			\$37,000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 13 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400AC	R425	Incremental funding in support of TI-79. (RDT&E)		LH			\$76,490.00
7400AD	R425	Incremental funding in support of TI-80. (Fund Type - OTHER)		LH			\$1,351,725.00
7400AE	R425	Incremental funding in support of TI-81. (SCN)		LH			\$16,500.00
7400AF	R425	Incremental funding in support of TI-82 (RDT&E)		LH			\$137,000.00
7400AG	R425	Incremental funding in support of TI-83. (SCN)		LH			\$176,000.00
7400AH	R425	Incremental funding in support of TI-84. (RDT&E)		LH			\$589,000.00
7400AJ	R425	Incremental funding in support of TI-86. (WCF)		LH			\$108,250.00
7400AK	R425	Incremental funding in support of TI-83 (SCN)		LH			\$185,000.00
7400AL	R425	Incremental funding in support TI-85 (RDT&E) (RDT&E)		LH			\$103,527.00
7400AM	R425	Incremental funding in support of TI-87 (WCF) (WCF)		LH			\$65,000.00
7400AN	R425	Incremental funding in support of TI-88 (WCF) (WCF)		LH			\$48,600.00
7400AP	R425	Plus up in support of TI-86B. Incremental funding in support of TI-86A (WCF) (WCF)		LH			\$800,171.00
7400AQ	R425	Incremental funding in support of TI-89. (RDT&E) (RDT&E)		LH			\$64,762.00
7400AR	R425	Incremental funding in support of TI-90. (RDT&E) (RDT&E)		LH			\$169,000.00
7400AS	R425	Incremental funding in support of TI-91. (SCC) (Fund Type - OTHER)		LH			\$40,000.00
7400AT	R425	Incremental funding in support of TI-92. (NFP) (Fund Type - OTHER)		LH			\$220,300.00
7400AU	R425	Incremental funding in support of TI-93. (WCF) (WCF)		LH			\$183,000.00
7400AV	R425	TI-94; Incremental funding in support of TI-94 (SCN)		LH			\$35,000.00

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 14 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400AW	R425	TI-95; Incremental Funding in support of TI-95 (RDT&E)		LH			\$146,000.00
7400AX	R425	TI-96; Incremental funding in support of TI-96. (WCF)		LH			\$164,000.00
7400AY	R425	TI-97; Incremental funding in support of TI-97. (WCF)		LH			\$568,000.00
7400AZ	R425	TI-98; Incremental funding in support of TI-98. (WCF)		LH			\$58,000.00
7400BA	R425	TI-99; Incremental funding in support of TI-99. (WCF)		LH			\$67,075.00
7400BB	R425	TI-99; Incremental funding in support of TI-99 (WCF)		LH			\$76,531.00
7400BC	R425	TI-100; Incremental funding in support of TI-100. (WCF)		LH			\$41,000.00
7400BD	R425	TI-91A; Incremental funding in support of TI-91A. (Fund Type - OTHER)		LH			\$90,130.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000					
9000AA	R425	This SLIN is 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 in the amount of \$1,097,604.00 ODCs consist of miscellaneous materials, supplies, and travel. ODCs are non-fee bearing. CLIN 9001 is an unfunded holding CLIN and will be reduced by the amount of incremental funding applied to separate CLINs to maintain 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. ODCs are non-fee bearing. (Fund Type - TBD)			
900201	R425	Funding in the amount of \$25,000 for TI-02 (Fund Type - OTHER)			
9003	R425	PMS397 - Base Period (Year 1) Not-To-Exceed Other Direct Costs (ODCs) in support of CLIN 7003. ODCs consist of miscellaneous materials, supplies, and travel. ODCs are non-fee bearing. (Fund Type - TBD)			
900301	R425	Funding for TI-04 in the amount of \$19,975 (RDT&E)			
900302	R425	Funding for TI-05 in the amount of \$100 (RDT&E)			
900303	R425	Funding for TI-08 in the amount of \$8,120 (RDT&E)			
900304	R425	Funding for TI-4A in the amount of \$20,500 (RDT&E)			
900305	R425	Funding for TI-5A in the amount of \$240 (RDT&E)			

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 15 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
900306	R425	Funding for TI-16 in the amount of \$37,000 (RDT&E)			
9004	R425	ONR - Base Period (Year 1) Not-To-Exceed Other Direct Costs (ODCs) in support of CLIN 7002. ODCs consist of miscellaneous materials, supplies, and travel. ODCs are non-fee bearing. (Fund Type - TBD)			
900401	R425	Funding for TI-03 in the amount of \$42,000 (RDT&E)			
9005	R425	USCG - Base Period (Year 1) Not-To-Exceed Other Direct Costs (ODCs) in support of CLIN 7005. ODCs consist of miscellaneous materials, supplies, and travel. ODCs are non-fee bearing. (Fund Type - TBD)			
900501	R425	Funding for TI-06 in the amount of \$200 (Fund Type - OTHER)			
9006	R425	PEO CV - Base Period (Year 1) Not-To-Exceed Other Direct Costs (ODCs) in support of CLIN 7006. ODCs consist of miscellaneous materials, supplies, and travel. ODCs are non-fee bearing. (Fund Type - TBD)			
900601	R425	Funding for TI-09 in the amount of \$6,800 (RDT&E)			
9007	R425	PMS 450 - Base Period (Year 1) Not-To-Exceed Other Direct Costs (ODCs) in support of CLIN 7007. ODCs consist of miscellaneous materials, supplies, and travel. ODCs are non-fee bearing. (Fund Type - TBD)			
900701	R425	Funding for TI-11 in the amount of \$25,000 (RDT&E)			
9008	R425	USMC/PMAAA - Base Period (Year 1) Not-To-Exceed Other Direct Costs (ODCs) in support of CLIN 7008. ODCs consist of miscellaneous materials, supplies, and travel. ODCs are non-fee bearing. (RDT&E)			
900801	R425	Funding for TI-13 in the amount of \$200 (RDT&E)			
9009	R425	NAVFAC/NEPO - Base Period (Year 1) Not-To-Exceed Other Direct Costs (ODCs) in support of CLIN 7009. ODCs consist of miscellaneous materials, supplies, and travel. ODCs are non-fee bearing. (RDT&E)			
900901	R425	Funding for TI-14 in the amount of \$400 (RDT&E)			
9010	R425	NAVFAC/NEPO - Base Period (Year 1) Not-To-Exceed Other Direct Costs (ODCs) in support of CLIN 7012. ODCs consist of miscellaneous materials, supplies, and travel. ODCs are non-fee bearing. (Fund Type - TBD)			
901001	R425	Funding for TI-12 in the amount of \$271; TI-12A deobligated \$271 (Fund Type - OTHER)			
9011	R425	PEO IWS - Base Period (Year 1) Not-To-Exceed Other Direct Costs (ODCs) in support of CLIN 7010. ODCs consist of miscellaneous materials, supplies, and travel. ODCs are non-fee bearing. (Fund Type - TBD)			
901101	R425	Funding for TI-17 in the amount of \$61,178 (RDT&E)			
9100		Deleted in its entirety			
9100AA	R425	This SLIN is deleted in its entirety. (Fund Type - TBD) Option			

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 16 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9101		Exercised Option (Year 2) - Not-To-Exceed Other Direct Costs (ODCs) in support of CLIN 7101 in the amount of \$1,097,381. ODCs consist of miscellaneous materials, supplies, and travel. ODCs are non-fee bearing.				
9101AA	R425	Available/Unfunded ODC ceiling remaining on CLIN 9101 (Year 2) ODCs. This SLIN will be decreased by the amount of funding provided on separate SLINs to maintain the correct value of CLIN 9101. (Fund Type - TBD)				
9101AB	R425	ODC in support of CLIN 7101AC. (RDT&E)				
9101AC	R425	ODC in support of CLIN 7101AD (Fund Type - OTHER)				
9101AD	R425	ODC in support of CLIN 7101AE (RDT&E)				
9101AE	R425	ODC in support of CLIN 7101AG (RDT&E)				
9101AF	R425	ODC in support of CLIN 7101AH (RDT&E)				
9101AG	R425	ODC in support of CLIN 7101AP (RDT&E)				
9101AH	R425	ODC in support of CLIN 7101AL. 10 U.S.C. 2410(a) authority is hereby invoked. (RDT&E)				
9101AJ	R425	ODC in support of CLIN 7101AM (SCN)				
9101AK	R425	ODC in support of CLIN 7101AN (SCN)				
9101AL	R425	ODC in support of CLIN 7101AS/TI-37 (RDT&E)				
9101AM	R425	ODC in support of CLIN 7101AU/TI-36 (RDT&E)				
9101AN	R425	ODCs in support of CLIN 7101AV for TI-20B (Fund Type - OTHER)				
9101AP	R425	ODC in support of CLIN 7101AY. (Fund Type - OTHER)				
9101AQ	R425	ODC in support of CLIN 7101AQ (RDT&E)				
9101AR	R425	ODC in support of CLIN 7101BA for TI-31B (RDT&E)				
9101AS	R425	ODC in support of CLIN 7101BC (RDT&E)				
9200						
9200AA	R425	This SLIN is deleted in its entirety. (Fund Type - TBD)				
		Option				
9201		Exercised Option (Year 3) - Not-To-Exceed Other Direct Costs (ODCs) in support of CLIN 7201. ODCs consist of miscellaneous materials, supplies, and travel. ODCs are non-fee bearing.				
9201AA	R425	Available ceiling remaining on CLIN 9201 (Fund Type - TBD)				
9201AB	R425	TI-38/38A ODCs in support of CLIN 7201AB (RDT&E)				
9201AC	R425	TI-39/39A ODCs in support of CLIN 7201AC (RDT&E)				
9201AD	R425	TI-40 ODCs in support of CLIN 7201AD (Fund Type - OTHER)				
9201AE	R425	TI-41 ODCs in support of CLIN 7201AE (RDT&E)				
9201AF	R425	TI-43 ODCs in support of CLIN 7201AG (SCN)				
9201AG	R425	TI-47/47A ODCs in support of CLIN 7201AJ (RDT&E)				

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 17 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9201AH	R425	TI-49/49A ODCs in support of CLIN 7201AL (RDT&E)				
9201AJ	R425	TI-51 ODCs in support of CLIN 7201 AQ (RDT&E)				
9201AK	R425	TI-41A ODC in support of CLIN 7201AR (RDT&E)				
9201AL	R425	TI-44 ODC in support of CLIN 7201AS (RDT&E)				
9201AM	R425	TI-52. ODC in support of CLIN 7201AT (WCF)				
9201AN	R425	TI-42B ODC in support of CLIN 7201AN (RDT&E)				
9201AP	R425	TI-53 ODC in support of CLIN 7201AV (SCN)				
9201AQ	R425	TI-54 ODC in support of CLIN 7201AW (RDT&E)				
9201AR	R425	TI-39B, ODC in support of CLIN 7201AX (RDT&E)				
9201AS	R425	TI-55, ODC in support of CLIN 7201AY (RDT&E)				
9201AT	R425	TI-42C ODC in support of CLIN 7201AN (RDT&E)				
9300						
9300AA	R425	ODC holding CLIN in support of CLIN 7300 (Fund Type				
9300AB	R425	TI-57/57A ODC in support of CLIN 7300AB (RDT&E)				
9300AC	R425	TI-62 ODC in support of CLIN 7300AE (RDT&E)				
9300AD	R425	TI-64/64A/64B ODC in support of CLIN 7300AF (RDT&E)				
9300AE	R425	TI-63 ODC in support of CLIN 7300AJ. (SCN)				
9300AF	R425	TI-68 ODC in support of CLIN 7300AM. (RDT&E)				
9300AG	R425	TI-61A, To provide the correct LLA in support of TI-61. TI-61 ODC in support of CLIN 7300AN. (Fund Type - OTHER)				
9300AH	R425	TI-69 ODC in support of CLIN 7300AP. (SCN)				
9300AJ	R425	ODC funding in support of TI-60A. (RDT&E)				
9300AK	R425	TI-77 ODC funding in support of CLIN 7300BB (RDT&E)				
9300AL	R425	ODC funding in support of TI-78. (RDT&E)				
9300AT	R425	TI-73 ODC in support of CLIN 7300AT and 7300AU. (SCN)				
9300AX	R425	TI-75 ODC in support of CLIN 7300 (RDT&E)				
9300AY	R425	TI-76 ODC in support of CLIN 7300 (RDT&E)				
9300AZ	R425	TI-59B (Fund Type - OTHER)				
9300BA	R425	TI-63A ODC in support of CLIN 7300AZ (SCN)				
9400						
9400AA	R425	ODC in support of CLIN 7400 (Fund Type - TBD)				
9400AB	R425	TI-74A ODC in support of CLIN 7400 (O&MN,N)				
9400AC	R425	TI-79 ODC in support of CLIN 7400 (RDT&E)				
9400AD	R425	TI-80 ODC in support of CLIN 7400 (Fund Type				
9400AE	R425	TI-81 ODC in support of CLIN 7400 (SCN)				
9400AG	R425	TI-83 ODC in support of CLIN 7400 (SCN)				

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 18 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost
9400AH	R425	TI-84 ODC in support of CLIN 7400 (RDT&E)				
9400AJ	R425	TI-86B; Plus Up in support of TI-86B. TI-86 funding ODC in support of CLIN 7400 (WCF)				
9400AK	R425	TI-83 ODC in support of CLIN 7400 (SCN)				
9400AL	R425	TI-85 ODC in support of CLIN 7400 (RDT&E)				
9400AM	R425	TI-88 ODC in support of CLIN 7400 (WCF)				
9400AP	R425	ODC in support of CLIN 7400 (WCF)				
9400AQ	R425	ODC in support of CLIN 7400 (RDT&E)				
9400AR	R425	TI-90 ODC in support of CLIN 7400 (RDT&E)				
9400AS	R425	TI-91 ODC in support of CLIN 7400 (Fund Type - OTHER)				
9400AT	R425	TI-92 ODC in support of CLIN 7400 (Fund Type - OTHER)				
9400AU	R425	TI-93 ODC in support of CLIN 7400 (WCF)				
9400AV	R425	TI-94; ODC in support of CLIN 7400 (SCN)				
9400AW	R425	TI-97; ODC in support of CLIN 7400 (WCF)				
9400AX	R425	TI-99; ODC in support of CLIN 7400 (WCF)				
9400BD	R425	TI-91A; ODC in support of CLIN 7400 (Fund Type - OTHER)				

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

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993) (CLINs 7001 through 7101, inclusive of priced SLINs)

(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-fixed-fee 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 equal to of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 19 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Fee per Hour Table for CLIN/SLINs 7201 (Incorporated by Modification 20)

Year	Hours	Fee	Fee per Hour
CLIN 7201			

HQ B-2-0015 Payment of Fee(s) (Level of Effort-ALT 1) (NAVSEA) (MAY 2010) (CLIN/SLINS 7201)

(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-fixed fee 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 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 in the chart 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)

HQ B-2-0015 Payment of Fee(s) (Level of Effort-ALT 1) (NAVSEA) (MAY 2010) applies to CLIN/SLINs 7201 for year 3 only. The base version of the clause, HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993), applies to all proceeding years.

Labor Tripwire Justifications

(a) The contractor shall advise the COR and the Contract Specialist, by e-mail, if the pending *substitution* of any individual (Key or non-Key) will be at a fully loaded (through target fee) labor rate that exceeds the labor tripwire amount. The contractor shall not proceed with the substitution until he is advised by the Contract Specialist that the request has been approved. *This requirement does not relieve the contractor's obligation under clauses H.7 "Substitution of Team Members and Substitution of Personnel" and 52.244-2 "Subcontracts" contained in the base Seaport contract.*

(b) The contractor's request shall include: the proposed individual's resume for Key Personnel Substitutions, labor hourly rate build-up, labor hours per work year, detailed justification for the substitution of the particular individual based on his/her technical expertise and projected technical impact on the Task Order/Technical Instruction. If the individual is a subcontractor or consultant, the rate build-up shall include the prime contractor's pass through rate.

(c) Currently, the hourly labor tripwire is \$156 per hour, regardless of the number of labor hours the proposed individual will work. The contractor will be advised of any changes to this tripwire level that occur during performance.

SUBSTITUTION OF KEY PERSONNEL

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 no. H.7 of the base contract when requesting approval for substitution of key personnel.

The following Key Personnel are approved under this Task Order:

<u>Key Personnel Labor Category</u>	<u>Name</u>
Senior Project Engineer	
Senior Project Engineer	
Senior Project Engineer	

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 20 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Senior Project Engineer
 Senior Engineer Type II
 Senior Engineer Type II
 Senior Engineer Type II
 Senior Logistics Engineer
 Senior Logistics Engineer
 Senior Trials Engineer
 Senior Trials Engineer
 Senior Safety Engineer
 Senior Safety Engineer
 Senior Safety Engineer
 Senior Statistician Engineer
 Senior Statistician
 Senior Scientist/Cost Analyst
 Senior Scientist/Cost Analyst
 Senior Earned Value & Scheduler
 Senior Earned Value & Scheduler
 Senior Earned Value & Scheduler

CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the Task Order Level of Effort clause in Section G, Consent to Subcontract authority is retained by the Task Order Contracting Officer (Procuring Contracting Officer). The contractor shall comply with clause no. 52.244-2 of the base contract when requesting consent to subcontract.

The following subcontractors are approved under this Task Order:

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 21 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

The tasking contained in this order is under Product Services Codes AD24 and R425.

Title: Engineering and Logistic Support Services

1.0 Objective

This Statement of Work (SOW) is for performing engineering and logistic service support of the (1) Naval Architecture and Engineering Department (Code 80); (2) Special Operations and Weapons Effects and Ship Survivability (Code 66); and (3) other organizations associated with the Naval Surface Warfare Center Carderock Division (NSWCCD) is for providing testing, test equipment / fixtures support, technical documentation and logistic support. The work performed will be in support of various submarine, surface ships, submerged vehicles, and other autonomous vehicles going through both air and water and associated trainers and simulators from any of the above.

2.0 Scope of Work

The work is divided among seven (7) related task areas that intersect and support each other. They are:

Task Area 1: Full-Scale Trials Testing / Flight Test Demonstrations and Development Activities

- a. Develop model basin and sea trial planning documents and new methodologies for determining testing objectives and determining the measurements which shall be made to accomplish trial objectives, including, but not limited to, time synchronizing instrumentation data from multiple trials data sources, data accuracy predictions and data collection sensitivity analysis.
- b. Develop methodologies for testing and collecting representative data for analysis, specifying and developing instrumentation needed to obtain test data from test plans and required measurement tolerances; preparing instrumentation plans and briefs; and establishing the support requirements for the trials.
- c. Working with data analysis and support personnel to develop the format in which data is to be recorded and provided for analysis.
- d. Plan and participate in the conduct of trials by preparing installation documentation, briefs and drawings; preparing Temporary Alterations (TEMPALTs); fabricating and installing test equipment / fixtures on board the vessel; documenting the test vehicle's pre-test baseline condition by arranging and conducting hull and propeller surveys; pre- and post-calibrating test instrumentation; acquiring data during the trials; reducing and analyzing test data; removing test instrumentation; restoring the vessel to its pre-trial condition; and preparing post-trial "quick-look" reports using the format identified in the issued Technical Instruction (TI) and within industry standard practices.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 22 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- e. Develop uncertainty analysis on model test and full-scale trials data.
- f. Provide reports documenting the results of the above analyses in the format identified in the issued TIs and within industry standard practices.
- g. Tailor analysis methodologies; develop and test specialized data collection systems used for hydrodynamic assessments, static stability assessments and structure-borne trials data acquisition; and analysis of air platforms, submarines, surface ships silencing and machinery mechanical health.
- h. Perform liaison with Shipyard and other contractor personnel on testing, installations and other activities associated with the installation, testing, analysis and final assessment.
- i. Provide supplemental personnel, at all levels of experience, for test equipment / fixtures support and sea trial testing.

Task Area 2: Testing, Training and Equipment Development Support of Test Equipment / Fixtures

- a. Provide engineering assistance to solve problems encountered with hydro mechanical and hydro acoustic test equipment / fixtures, trainers and test equipment / fixtures throughout the equipment life cycle.
- b. Identify, design, fabricate, modify and evaluate mechanical and electronic test equipment / fixtures and instruments for taking measurements; mounting hardware; and acquiring, recording and analyzing data from Test & Evaluation (T&E) programs.
- c. Develop designs from engineering concepts and provide detailed engineering drawings for mechanical, electro-mechanical, hydraulic, radio or satellite-controlled pneumatic and electronic systems to be used for conducting T&E programs.
- d. Design, fabricate and/or modify all hardware (i.e. model- and full-scale components) for conducting T&E programs. Perform various full-scale propeller modifications and evaluations, as required, to verify performance predictions.
- e. Assist in the inspection of components to ensure the intended performance of the test equipment, hardware and test /evaluation program are met. Perform inspection of as-built hardware to the required design geometry and material specifications.
- f. Assist in the development and evaluation of the Operations and Maintenance (O&M) procedures for Testing and Evaluation Programs (TEP), support systems and test equipment / fixtures.
- g. Perform calculations to assist the NSWCCD in the evaluation of the readiness of hardware; equipment; test equipment / fixtures; and related systems for the TEPs.
- h. Provide an uncertainty analysis induced by the test equipment / fixtures into data acquired from model tests and full-scale trials on all acquired model test and full-scale trials data.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 23 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- i. Provide reports/analysis and engineering drawings documenting the results of the above, as specified, in each TI.
- j. Propose and prepare minor upgrades or improvements to reduce maintenance and repair and modernize test equipment / fixtures and test apparatus.
- k. Identify and prepare improvements in sustainment, training, maintenance, repair, logistics data, documentation and analysis.

Task Area 3: Logistics Support

- a. Perform reliability, maintainability and availability assessments and predictions for the NSWCCD's equipment, test equipment / fixtures and systems. Conduct Failure Modes (FM) and Effects and Criticality Analysis (FMECA) to the lowest repairable level.
- b. Develop Integrated Logistic Support Plans (ILSP) within the guidelines and constraints of the United States Navy's (USN) Metrology Automated System for Uniform Recall & Reporting (MEASURE) Interactive Query (MIQ), provisioning plans and instrumentation support plans to identify planning and support requirements. Identify data sources, interfaces with other functional activities and requirement interdependencies. Conduct Logistic Support Analyses (LSA), Level Of Repair (LOR) analyses and update provisioning data, documentation and parts lists.
- c. Identify and develop preventive maintenance schedules; calibration requirements; corrective maintenance procedures; safety precautions to support systems and equipment maintenance actions; and repair of obsolete equipment. Incorporate these requirements into the USN's Ship Maintenance and Material Management System (3M) and other systems.
- d. Evaluate the logistic effect of Engineering Change Proposals (ECP) on maintenance, supply support, special tools, test equipment / fixtures, computer resources, technical documentation and storage / transportation. Incorporate these into the Navy Supply System (NSS).
- e. Provide design solutions for replacement or repair of obsolete ship systems and test equipment / fixtures used for aerodynamic, aeromechanical, hydrodynamic and/or hydro acoustic evaluations or control. Fabricate the necessary hardware, install and test to ensure the repaired and/or replacement hardware met the specifications.
- f. Provide reports documenting the results of the above logistic analyses in the format identified in the TI and in accordance with industry standard practices.
- g. Provide Technical and Management Support (TMS) of the Verification, Validation, and Accreditation (VV&A) process including the development of VV&A documentation and participation in VV&A panels.

Task Area 4: Earned Value, Financial and Technical Scheduling Programmatic Support

- a. Prepare cost estimates, schedules and financial reports, of future ship designs and

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 24 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

programs, to track earned value trends and performance.

- b. Develop methodologies, procedures and metrics of assessing performance.
- c. Make recommendations for incorporating requirements and preparing reports in Enterprise Resource Planning (ERP).
- d. Prepare and track detailed Work Breakdown Schedules (WBS) of engineering tasks and logistic support of testing, analysis development, technical documentation, fabrication, test equipment / fixtures, storage and transportation.

Task Area 5: Simulator, Trainer and Test Equipment / Fixtures Operations and Update

- a. Develop Maintenance and Repair Procedures (M&RP) for simulators that are located at various training sites.
- b. Support the development of Test Plans (TP) for assessing equipment performance for the incorporation of new algorithms.
- c. Support training instructors with the development of new simulator scripts and lesson plans.
- d. Design, fabricate and provide logistics for training improvement kits.
- e. Support Fly-By-Wire requirements for fleet trainers and simulators.
- f. Troubleshoot and repair trainer and test equipment / fixtures as issues arise or as anticipated during fleet training and testing.
- g. Operate test equipment / fixtures, perform testing and schedule preventative maintenance at the NSWCCD's West Bethesda, MD (e.g. Rotating Arm, Carriages, Maneuvering and Sea Keeping Basin); Memphis, TN (e.g. Large Cavitation Channel); and Little Creek, VA (e.g. small boat pier lifts) locations.
- h. Support hardware and algorithm installation of trainer for technical refreshes, upgrades and updates of test equipment / fixtures which are located in Hawaii; Guam; Bangor, WA; Groton, CT; San Diego, CA; Kings Bay, GA; and others.
- i. Support hardware, control, analysis algorithms and installation of NSWCCD's test equipment / fixtures upgrades.

Task 6: Risk Analysis

- a) Provide support for the TEP, Live Fire Test and Evaluation (LFT&E), Developmental Testing (DT), Operational Testing (OT), Research and Design (R&D) programs and other projects; and conduct and support survivability design reviews and assessments for ship-system acquisition programs, life-cycle managers and fleet commands.
- b) Conduct risk assessment of R&D programs and other projects; provide expertise in weapons effects phenomenology; and damage mechanisms in developing and

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 25 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

performing advanced vulnerability modeling, simulation and analysis.

c) Provide TMS of the Test and Evaluation Master Plan (TEMP) development and updates.

d) Provide engineering and TMS for Vulnerability Assessment Reports (VAR), Management Plans (MP), Damage Scenario-Based Engineering Analysis (DSBEA) and Fire Fighting & Damage Control (FFDC) / recovery surrogate testing to include, but not limited to, planning, test participation, final test reports and analyses.

e) Provide specialized explosion / demolition support for FFDC, Underwater Explosion (UNDEX), Air Explosion (AIREX) and recovery surrogate testing to include, but not limited to, planning, test participation, final test reports and analyses.

f) Provide damage control and technical support to evaluate ship compartment, safety, gas free testing and sea worthiness for retired naval vessels before, during and after explosives detonation at sea.

g) VAR support includes hit-point developing and threat assessment which includes Not Releasable to Foreign Nationals (NOFORN) intelligence information (non-Sensitive Compartmented Information (SCI)).

Task Area 7: Cost Estimating and Analysis Support Services

Unless specifically documented by the Contracting Officer Representative (COR), all work performed under Task Area Seven (7) shall be reviewed by the Naval Sea Systems Command's (NAVSEA) Technical Warrant Holder (TWH) (Code: 05C) and shall be in compliance with NAVSEA 05C's standard tools and processes, where applicable.

Tasking in this area includes:

a. Develop Program Life Cycle Cost Estimates (PLCCEs), concepts and technology studies for surface ship and submarine programs.

b. Provide technical expertise in assessing the costs and/or risks associated with cost proposals; perform higher level parametric studies; and assess cost estimates for completeness, credibility of methodology and reasonableness.

c. Leverage and utilize the USN's Visibility and Management of Operating and Support Costs (VAMOSC) databases and Operating and Support Cost Analysis Model (OSCAM) suite of cost models for a variety of Operations & Support (O&M) costing tasks.

d. Perform cost estimating-related studies or cost models and produce the appropriate level of documentation as required by a specific TI. Potential research tasks include:

- Estimating the cost of non-recurring engineering;
- Early stage design concepts;
- Estimating engineering, technical or shipbuilding costs conducted at second-tiered

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 26 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

shipyards in lieu of first-tiered shipyards.

Other tasks include studies on performance-based cost models, cost risk analysis or the enhancement of NAVSEA's cost estimating databases.

3.0 Personnel Qualifications

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 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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 27 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(A) Senior Project Engineer – Three (3) Resumes

- Possess a Bachelor of Science (BS) degree in engineering or science;
- 15 years of experience desired in ship and submarine hydrodynamics, hydro acoustics and/or hydromechanics with, at least, seven (7) years in charge of major projects involving model design and construction in hydromechanics or hydro acoustic test equipment / fixtures;
- Knowledge and operation of facilities and equipment like the Maneuvering and Sea Keeping Basin (MASK) wavemaker and large channel cavitation testing highly desirable;
- Demonstrated experience in the conduct of full-scale trials on, at least, one (1) of the USN surface ships, submarines, planes, rotor wing aircraft systems, advanced hull forms, Unmanned Air Vehicles (UAVs), underwater bodies and towed, moored or tethered systems; and
- Shall hold or be capable of obtaining a secret clearance prior to being granted access to classified information up to the level of secret.

(B) Senior Engineer Type Two – Three (3) Resumes

- Possess a BS degree in engineering or physical science;
- A minimum of ten (10) years of professional experience in LFT&E and the preparation of TEMPs;
- Demonstrated experience in one (1) or more of the following areas: weapons effects, naval architecture, computerized ship vulnerability evaluation methods, blast and shock hardening analysis / design methods, and structural testing in explosive environments; and
- Shall hold or be capable of obtaining a top secret clearance prior to being granted access to classified information up to the level of top secret.

(C) Senior Logistics Engineer – Two (2) Resume

- Possess a BS degree in engineering or science;
- Ten (10) years of logistics experience or 15 years of directly related military logistic experience desired;
- Demonstrated experience in systems engineering, life cycle cost analysis, preventive maintenance system, logistics planning, supply support, logistics technical

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 28 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

documentation, logistics modeling, support and test equipment, training and Project Management (PM) desired;

- Demonstrated familiarity with the USN's supply system, such as having USN Supply Corp experience or a Defense Acquisition Workforce Initiative Act (DAWIA) Level III certification in Logistics; and
- Shall hold or be capable of obtaining a secret clearance prior to being granted access to classified information up to the level of secret.

(D) Senior Trials Engineer – Two (2) Resumes

- Possess a BS degree in engineering or science;
- Demonstrated experience in conducting full-scale trials or towing tank experiments on USN surface ships and submarines. Standardization, powering, maneuvering, sea keeping, tactical and emergency recovery trials experience, particularly desired;
- Demonstrated experience in conducting trials to evaluate the performance of conventional ships, submarines, rotor wing aircraft systems, advanced hull forms, UAVs, Unmanned Undersea Vehicles (UUVs) and towed, moored or tethered systems;
- Demonstrated experience in the T&E of test vehicles equipped with bulbous bows, special appendages, weapons launching systems, masking systems and fixed and controllable pitch propellers which includes, but is not be limited to, planning, directing and supervising utilizing data acquisition instrumentation, analyzing and reporting;
- Demonstrated experience with instrumentation of the type currently in use at NSWCCD shall be included within the desired demonstrated experience;
- Demonstrated experience in the T&E of advanced hull forms in conducting trials and performance evaluation of fixed and controllable pitch propellers used on USN surface ships and submarines; and
- Shall hold or be capable of obtaining a secret clearance prior to being granted access to classified information up to the level of secret.

(E) Senior Safety Engineer – Three (3) Resumes

- Possess a BS degree in engineering, OR;
- Ten (10) years of applied engineering experience;
- Demonstrated experience of ten (10) years shall include five (5) years of engineering quality control assessment development and experience with the initiation, management and performance of quality control system;

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 29 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Demonstrated experience with piping, heavy metal fabrication, nondestructive testing, calibration and recall systems, controlled assembly practices, welding and construction standards, system acceptance, waiver and deviation criteria and Management Information Systems (MIS) desired; and
- Shall hold or be capable of obtaining a top secret clearance prior to being granted access to classified information up to the level of top secret.

(F) Senior Statistician – One (1) Resume

- Posses an advanced degree in engineering, mathematics or science;
- Ten (10) years of experience in engineering and shall have knowledge and experience with Naval Architecture and ship designs;
- Possess demonstrated experience focused on Probabilistic Modeling, Reliability and Risk Analysis, Uncertainty Analysis and Statistical Modeling with developmental aspects of reliability and risk assessments, statistical modeling and uncertainty analysis;
- Shall possess published relevant technical publications in the last five (5) years which demonstrates a superior knowledge and understanding of the subject; and
- Shall hold or be capable of obtaining a confidential clearance prior to being granted access to classified information up to the level of confidential.

(G) Senior Scientist / Cost Analyst – Two (2) Resumes

- Possess a BS degree in engineering, mathematics or science;
- Possess a minimum of 15 years of demonstrated experience in earn value / cost estimation and analysis with at least eight (8) years in senior management;
- Department of Defense (DOD) cost analysis experience desired;
- Possesses and maintains a working knowledge of cost estimating principles and have significant documented experience in at least three (3) of the four (4) tasks listed in Task Area 7; and
- Shall hold or be capable of obtaining a confidential clearance prior to being granted access to classified information up to the level of confidential.

(H) Senior Earned Value and Scheduler-- Three (3) Resumes

- Possess a BS degree in engineering, mathematics or science;
- Possess 15 years of demonstrated program / PM experience supporting the Federal

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 30 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Government or demonstrated strong leadership and communication skills;

- Possess a DAWIA Level III certification in PM, Project Management Institute (PMI) Project Management Professional (PMP) certification or equivalent (e.g. Federal Acquisition Certification for Program and PMs (FAC-PM)); and
- Demonstrated experience with Earned Value Management (EVM) and calculations and an expert in Microsoft (MS) Project scheduling processes; and
- Shall hold or be capable of obtaining a confidential clearance prior to being granted access to classified information up to the level of confidential.

Non-Key Personnel - The minimum qualifications Non-Key Personnel labor categories are as follows:

(I) Engineer

- Possess a BS degree in engineering or the physical sciences;
- Possess ten (10) plus years of demonstrated professional experience in the SOW's tasks areas and specialized experience corresponding to assigned tasks; and
- Shall hold or be capable of obtaining a confidential clearance prior to being granted access to classified information up to the level of confidential.

(J) Senior Technician

- Possess an Associates of Science (AS) or Applied Science (AAS) degree;
- Possess ten (10) plus years of demonstrated professional experience in the SOW's task areas with specialized experience in firefighting, working with fleet programs and Technical Manuals (TM) or specialized experience in maintaining trainers, simulators, the USN's Maintenance Programs and TMs; and
- Shall hold or be capable of obtaining a confidential clearance prior to being granted access to classified information up to the level of confidential.

(K) Senior Shop Technician

- Possess 20 years of demonstrated experience in wood foam, metals, plastics and composites (i.e. fiberglass) fabrication;
- Possess general experience and knowledge in interpreting plans, drawings and machining characteristics of brass, bronze, aluminum and steel;
- Demonstrated familiarity with ship and propeller model construction techniques and

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 31 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

be capable of operating Computer Numerical Controlled (CNC) machines used in the manufacturing of hardware; and

- Shall hold or be capable of obtaining a confidential clearance prior to being granted access to classified information up to the level of confidential.

(L) Fabrication Technician

- Possess ten (10) years of demonstrated experience in wood, foam, metals, plastics and composites (i.e. fiberglass) fabrication;
- Possess general experience and knowledge in interpreting plans, drawings and machining characteristics of brass, bronze, aluminum and steel;
- Demonstrated familiarity with model-scale ship and propeller construction techniques, full-scale component construction techniques and be capable of operating CNC machines used in the manufacturing of hardware; and
- Shall hold or be capable of obtaining a confidential clearance prior to being granted access to classified information up to the level of confidential.

(M) Data Technician

- Possess three (3) years of demonstrated technical work experience involving data reduction;
- Demonstrated familiarity and ability to navigate Microsoft software (e.g. Excel) and other approved program spreadsheets;
- Possess an understanding of the International System Units (ISU) and English Engineering System (EES); and
- Shall hold or be capable of obtaining a confidential clearance prior to being granted access to classified information up to the level of confidential.

(N) Draft Person

- Possess three (3) year of demonstrated technical work experience involving commercially available drafting packages; and
- Shall hold or be capable of obtaining a confidential clearance prior to being granted access to classified information up to the level of confidential.

(O) Electronics Engineering Technician

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 32 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- Possess a trade school diploma in the area of electronics;
- Possess two (2) years of demonstrated industrial, large scale machinery repair and maintenance experience;
- Possess an understanding of the ISU and EES; and
- Shall hold or be capable of obtaining a confidential clearance prior to being granted access to classified information up to the level of confidential.

(P) Mechanical Engineering Technician

- Possess a trade school diploma in the area of machining or welding;
- Possess two (2) years of demonstrated industrial, large scale machinery repair and maintenance experience;
- Possess an understanding of the ISU and EES; and
- Shall hold or be capable of obtaining a confidential clearance prior to being granted access to classified information up to the level of confidential.

(Q) Cost Analyst

- Possess ten (10) plus years of demonstrated experience in cost estimation and analysis with at least five (5) years of demonstrated experience in leading projects;
- Possess and maintains a detailed working knowledge of estimating principles and has significant documented experience (i.e. to the extent that minimal guidance from the Government would be required to execute tasks) in at least two (2) of the four (4) tasks listed in Task Area 7;
- Possess a demonstrated familiarity with one (1) other task listed in Task Area 7; and
- Shall hold or be capable of obtaining a confidential clearance prior to being granted access to classified information up to the level of confidential.

(R) Cost Analyst / Junior Cost Analyst

- Possess five (5) years of experience with three (3) years or less of demonstrated experience working in cost estimation and analysis;
- Demonstrated familiarity in at least two (2) of the four (4) tasks listed in Task Area 7;
- Shall hold or be capable of obtaining a confidential clearance prior to being granted access to classified information up to the level of confidential.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 33 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

LEVEL OF EFFORT (Allocation of Contractor site hours vs. Government site hours will be

Labor Categories	Yearly Hours	Number of Resumes Required
Sr Project Engineer*		
Sr Engineer*		
Senior Logistics Engineer*		
Senior Trials Engineer*		
Senior Safety Engineer*		
Senior Statistician*		
Senior Scientist/Cost Analyst*		
Senior Earned Value and Scheduler*		
Engineer		
Senior Technician		
Senior Shop Technician		
Fab Technician		
Data Technician		
Draftperson		
Electronics Engineering Technician		
Mechanical Engineering Technician		
Cost Analyst		
Cost Analyst/Junior Cost Analyst		

4.0 Government-Furnished Data (GFD), Government-Furnished Equipment (GFE), Government-Furnished Information (GFI) and Government-Furnished Materials (GFM)

The Government will provide:

- Adequate accommodations for technical, fabrication and testing efforts in the cases where tasks are classified beyond confidential or is Naval Nuclear Propulsion Information (NNPI). All other tasks (i.e. confidential or below) will be completed at the contractor's facility unless specified in an issued TI. GFD shall ONLY be located on Government owned and maintained computers with the exception of fabrication data;
- GFD, GFI and GFM within five (5) working days of an issued TI. GFD, GFI and GFM shall be returned to the Government, if requested, and as specified. All GFD (i.e. technical data) shall not be used for purposes other than identified by the Government;
- GFE (i.e. computers), upon formal request, within 20 days and shall ONLY be maintained by the Government. Operators will be required to follow the NSWCCD's guidance on qualifications training and have a valid Navy Marine Corp Internet (NMCI)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 34 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

account. Computers may be NMCI, RDT&E network, or standalone GFE; and

d. All specialized logistic and analysis software or provide access upon request.

5.0 Place of Performance

The primary place of performance will be at the Government facility located in West Bethesda, MD, but work may be conducted at other sites such as Naval Shipyards, Large Cavitation Channel located in Memphis, TN, Joint Expeditionary Base Little Creek located in Little Creek, VA, and private shipyards and ports.

6.0 Period of Performance

The Period of Performance (PoP) consists of one (1) base year with two (2) one (1) year options.

7.0 Contractor Personnel Identification

In the performance of this TO, contractor personnel shall:

- a. Identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel;
- b. Display distinguishing badges or other visible identification for meetings with Government personnel; and
- c. Appropriately identify themselves as contractor personnel in telephone conversations and in formal and informal written correspondence.

8.0 Deliverables:

Hardware and data deliverables are a part of this TO. Hardware deliverables will be identified by the Government in specific TIs with fabrication tolerances. Data deliverables in accordance attached Contract Data Requirements List (CDRL) (i.e. DD Form 1423) shall be submitted, per the specified frequency, to the Government.

<u>CDRL</u>	<u>Frequency</u>	<u>DID</u> *	<u>Title</u>
A001	Monthly	DI-MGMT-80227	Contractor's Progress, Status and Management Report
A002	Per TI	DI-MISC-80508B	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 Meeting Notes
A006	Per TI	DI-DRPR-81680	Drawings and Designs
A007	Per TI	DI-NDTI-80566A	Analysis and Test Plans
A008	Per TI	DI-SESS-80776	Technical Data Package
A009	Per TI	DI-DRPR-81242	Installation and Control Drawings

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 35 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

A010	Per TI	DI-FNCL-80164	Price Estimate Methodology Report for Unit of Measure (UM) Price
A011	Per TI	DI-FNCL-81537	Funds and Labor Hour Expenditure Report
A012	Per TI	DI-SSES-81359B	Parts List
A013	Per invoice	DI-MGMT-81991	Contract Status Report

* *Data Item Description*

9.0 Contractor Manpower Reporting Application:

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract 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>.

10.0 Travel

Local, CONUS, and OCONUS travel will be required under this task order. Travel sites include but are not limited to the Naval Shipyards, Large Cavitation Chancel located in Memphis, TN, Joint Expeditionary Base Little Creek located in Little Creek, VA, and private shipyards and ports. Travel Out of Continental United States of America (OCONUS) is expected to Guam, Hawaii and Germany in order to support trainer operations and other testing.

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/>). 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 Security Requirements

During performance of this task order, the contractor may have access to information classified to the level of top secret, as indicated on the DD Form 254, Contract Security Classification Specification, attached to the solicitation. All key personnel shall hold or be capable of obtaining the clearance specified under each labor category prior to being granted access to classified information. Accordingly, the existence of the proper security clearance, or plans for obtaining the specified clearance levels for the required personnel, shall be addressed in the technical proposal. The successful contractor not possessing the required clearances within 60 days after

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 36 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

12.0 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 A001) 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.

(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."

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 37 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

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

COR:

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 38 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

COR: See Section D for COR information

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 39 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

7000AA	5/15/2015 - 5/14/2016
7001	5/15/2015 - 5/14/2016
7002	5/15/2015 - 5/14/2016
7003	6/10/2015 - 5/14/2016
7004	8/27/2015 - 5/14/2016
7005	8/27/2015 - 5/14/2016
7006	8/27/2015 - 5/14/2016
7007	8/27/2015 - 5/14/2016
7008	8/27/2015 - 5/14/2016
7009	8/27/2015 - 5/14/2016
7010	8/27/2015 - 5/14/2016
7011	8/27/2015 - 5/14/2016
7012	9/28/2015 - 5/14/2016
7101AA	5/15/2016 - 5/14/2017
7101AB	5/15/2016 - 5/14/2017
7101AC	5/15/2016 - 5/14/2017
7101AD	5/15/2016 - 5/14/2017
7101AE	5/15/2016 - 5/14/2017
7101AF	5/15/2016 - 5/14/2017
7101AG	5/15/2016 - 5/14/2017
7101AH	5/15/2016 - 5/14/2017
7101AJ	6/14/2016 - 5/14/2017
7101AK	8/12/2016 - 5/14/2017
7101AL	8/12/2016 - 5/14/2017
7101AM	8/12/2016 - 5/14/2017
7101AN	8/12/2016 - 5/14/2017
7101AP	8/12/2016 - 5/14/2017
7101AQ	9/26/2016 - 5/14/2017
7101AR	9/26/2016 - 5/14/2017
7101AS	12/8/2016 - 5/14/2017
7101AT	12/8/2016 - 5/14/2017
7101AU	12/8/2016 - 5/14/2017
7101AV	12/8/2016 - 5/14/2017
7101AW	1/19/2017 - 5/14/2017
7101AX	2/1/2017 - 5/14/2017
7101AY	2/1/2017 - 5/14/2017
7101AZ	3/13/2017 - 5/14/2017
7101BA	3/13/2017 - 5/14/2017
7101BB	4/28/2017 - 5/14/2017

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 40 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7101BC	4/28/2017 - 5/14/2017
7201AA	5/15/2017 - 5/14/2018
7201AB	5/15/2017 - 5/14/2018
7201AC	5/15/2017 - 9/30/2018
7201AD	5/15/2017 - 11/15/2018
7201AE	5/15/2017 - 12/28/2018
7201AF	5/15/2017 - 9/30/2018
7201AG	5/15/2017 - 7/15/2018
7201AH	5/15/2017 - 5/14/2018
7201AJ	5/15/2017 - 5/14/2018
7201AK	5/15/2017 - 5/14/2018
7201AL	5/15/2017 - 5/14/2018
7201AM	7/10/2017 - 7/9/2018
7201AN	7/10/2017 - 9/30/2018
7201AP	7/10/2017 - 5/14/2018
7201AQ	7/10/2017 - 9/30/2018
7201AR	8/17/2017 - 12/28/2018
7201AS	8/17/2017 - 9/30/2018
7201AT	8/17/2017 - 5/14/2018
7201AU	9/1/2017 - 5/14/2018
7201AV	9/1/2017 - 5/14/2018
7201AW	9/1/2017 - 5/14/2018
7201AX	12/8/2017 - 11/30/2018
7201AY	12/8/2017 - 9/30/2018
7201AZ	2/1/2018 - 5/14/2018
7201BA	2/1/2018 - 5/14/2018
7300AA	5/15/2018 - 5/14/2019
7300AB	5/15/2018 - 5/14/2019
7300AC	5/15/2018 - 5/14/2019
7300AD	5/15/2018 - 5/14/2019
7300AE	5/15/2018 - 5/14/2019
7300AF	5/15/2018 - 5/14/2019
7300AG	5/14/2018 - 5/14/2019
7300AH	6/1/2018 - 5/14/2019
7300AJ	6/1/2018 - 5/14/2019
7300AK	6/1/2018 - 5/14/2019
7300AL	7/6/2018 - 5/14/2019
7300AM	7/6/2018 - 5/14/2019
7300AN	7/6/2018 - 5/14/2019
7300AP	8/10/2018 - 5/14/2019
7300AQ	8/10/2018 - 5/14/2019
7300AR	9/24/2018 - 5/14/2019
7300AS	9/24/2018 - 5/14/2019

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 41 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7300AT	11/21/2018 - 5/14/2019
7300AU	11/21/2018 - 5/14/2019
7300AV	11/21/2018 - 5/14/2019
7300AW	11/28/2018 - 5/14/2019
7300AX	12/28/2018 - 5/14/2020
7300AY	12/28/2018 - 5/14/2019
7300AZ	2/22/2019 - 5/14/2019
7300BA	3/29/2019 - 5/14/2019
7300BB	3/29/2019 - 5/14/2019
7300BC	3/29/2019 - 5/14/2019
7400AA	5/15/2019 - 5/14/2020
7400AB	5/15/2019 - 5/14/2020
7400AC	5/15/2019 - 5/14/2020
7400AD	5/15/2019 - 5/14/2020
7400AE	5/15/2019 - 5/14/2020
7400AF	5/15/2019 - 5/14/2020
7400AG	5/15/2019 - 5/14/2020
7400AH	5/15/2019 - 5/14/2020
7400AJ	5/15/2019 - 5/14/2020
7400AK	5/15/2019 - 5/14/2020
7400AL	7/2/2019 - 5/14/2020
7400AM	7/2/2019 - 5/14/2020
7400AN	7/2/2019 - 5/14/2020
7400AP	7/25/2019 - 5/14/2020
7400AQ	7/25/2019 - 5/14/2020
7400AR	7/25/2019 - 5/14/2020
7400AS	7/25/2019 - 5/14/2020
7400AT	7/24/2019 - 5/14/2020
7400AU	7/25/2019 - 5/14/2020
7400AV	9/26/2019 - 5/14/2020
7400AW	9/27/2019 - 5/14/2020
7400AX	9/27/2019 - 5/14/2020
7400AY	9/27/2019 - 5/14/2020
7400AZ	9/27/2019 - 5/14/2020
7400BA	9/27/2019 - 5/14/2020
7400BB	9/27/2019 - 5/14/2020
7400BC	9/27/2019 - 5/14/2020
7400BD	10/23/2019 - 5/14/2020
9000AA	5/15/2015 - 5/14/2016
9001	5/15/2015 - 5/14/2016
9002	5/15/2015 - 5/14/2016
9003	8/27/2015 - 5/14/2016
9004	8/27/2015 - 5/14/2016

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 42 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

9005	8/28/2015 - 5/14/2016
9006	8/27/2015 - 5/14/2016
9007	8/27/2015 - 5/14/2016
9008	8/27/2015 - 5/14/2016
9009	8/27/2015 - 5/14/2016
9010	9/28/2015 - 5/14/2016
9011	11/10/2015 - 5/14/2016
9101AA	5/15/2016 - 5/14/2017
9101AB	5/15/2016 - 5/14/2017
9101AC	5/15/2016 - 5/14/2017
9101AD	5/15/2016 - 5/14/2017
9101AE	5/15/2016 - 5/14/2017
9101AF	5/15/2016 - 5/14/2017
9101AG	8/12/2016 - 5/14/2017
9101AH	8/12/2016 - 5/14/2017
9101AJ	8/12/2016 - 5/14/2017
9101AK	8/12/2016 - 5/14/2017
9101AL	12/8/2016 - 5/14/2017
9101AM	12/8/2016 - 5/14/2017
9101AN	1/19/2017 - 5/14/2017
9101AP	2/1/2017 - 5/14/2017
9101AQ	9/26/2016 - 5/14/2017
9101AR	3/13/2017 - 5/14/2017
9101AS	4/28/2017 - 5/14/2017
9201AA	5/15/2017 - 5/14/2018
9201AB	5/15/2017 - 5/14/2018
9201AC	5/15/2017 - 9/30/2018
9201AD	5/15/2017 - 11/15/2018
9201AE	5/15/2017 - 12/28/2018
9201AF	5/15/2017 - 5/14/2018
9201AG	5/15/2017 - 5/14/2018
9201AH	5/15/2017 - 5/14/2018
9201AJ	7/10/2017 - 9/30/2018
9201AK	8/17/2017 - 12/28/2018
9201AL	8/17/2017 - 9/30/2018
9201AM	8/17/2017 - 5/14/2018
9201AN	9/1/2017 - 9/30/2018
9201AP	9/1/2017 - 5/14/2018
9201AQ	9/1/2017 - 5/14/2018
9201AR	12/8/2017 - 11/30/2018
9201AS	12/8/2017 - 9/30/2018
9201AT	3/30/2018 - 9/30/2018
9300AA	5/15/2018 - 5/14/2019

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 43 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

9300AB	5/15/2018 - 5/14/2019
9300AC	5/15/2018 - 5/14/2019
9300AD	5/15/2018 - 5/14/2019
9300AE	6/1/2018 - 5/14/2019
9300AF	7/6/2018 - 5/14/2019
9300AG	7/6/2018 - 5/14/2019
9300AH	8/10/2018 - 5/14/2019
9300AJ	3/29/2019 - 5/14/2019
9300AK	4/9/2019 - 5/14/2019
9300AL	3/29/2019 - 5/14/2019
9300AT	11/21/2018 - 5/14/2019
9300AX	12/28/2018 - 5/14/2020
9300AY	12/28/2018 - 5/14/2019
9300AZ	1/17/2019 - 5/14/2019
9300BA	2/22/2019 - 5/14/2019
9400AA	5/15/2019 - 5/14/2020
9400AB	5/15/2019 - 5/14/2020
9400AC	5/15/2019 - 5/14/2020
9400AD	5/15/2019 - 5/14/2020
9400AE	5/15/2019 - 5/14/2020
9400AG	5/15/2019 - 5/14/2020
9400AH	5/15/2019 - 5/14/2020
9400AJ	5/15/2019 - 5/14/2020
9400AK	5/15/2019 - 5/14/2020
9400AL	7/2/2019 - 5/14/2020
9400AM	7/2/2019 - 5/14/2020
9400AP	7/23/2019 - 5/14/2020
9400AQ	7/23/2019 - 5/14/2020
9400AR	7/25/2019 - 5/14/2020
9400AS	7/25/2019 - 5/14/2020
9400AT	7/25/2019 - 5/14/2020
9400AU	7/25/2019 - 5/14/2020
9400AV	9/26/2019 - 5/14/2020
9400AW	9/27/2019 - 5/14/2020
9400AX	9/27/2019 - 5/14/2020
9400BD	10/23/2019 - 5/14/2020

CLIN - DELIVERIES OR PERFORMANCE

DODAAC: N00167

COR: See Section D for COR Information

52.211-8 TIME OF DELIVERY (JUN 1997)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 44 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

ITEM NO	QUANTITY	WITHIN DAYS AFTER DATE OF TASK ORDER
7001 & 9001	ALL	IN ACCORDANCE WITH SECTION F
7101 & 9101	ALL	IN ACCORDANCE WITH SECTION F
7201 & 9201	ALL	12 MONTHS AFTER THE EFFECTIVE DATE OF THE TASK ORDER ASSUMING INCREMENTAL FUNDING IS PROVIDED

(End of clause)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 45 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

See Section D for COR Information

252.204-0005 Line Item Specific: by Cancellation Date. (SEP 2009)

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

252.204-0001 Line Item Specific: Single Funding. (SEP 2009) [Note: This is applicable to separately priced SLINs]

The payment office shall make payment using the ACRN funding of the line item being billed.

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-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 46 of 91	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	S2101A
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.

(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)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 47 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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.

Accounting Data

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 48 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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 have 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 (based on per year), for the base and option years (if exercised), 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 9384 man-hours are uncompensated effort.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 49 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Uncompensated effort is defined as hours provided by personnel in excess of hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately hours per week. It is understood and agreed that the rate of man H-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:

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

Required LOE

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

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

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

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 50 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

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 subtitle 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. 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>ESTIMATED PERIOD OF PERFORMANCE</u>
7002-7012			SEE SECTION F
7101 Priced SLINs			See Section F
7201 Priced SLINs			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.

(c) CLINs/SLINs 7002 through 7012, 7101AB through 7101BA, 9002 through 9011, and 9101AB through 9101AR are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATIONS 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.

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 51 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

(End of Text)

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) 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 Text)

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:

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 52 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 53 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (INCORPORATED BY MOD 20)

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Government may extend the term of this task order by written notice to the Contractor 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 task order expires. The preliminary notice does not commit the Government to an extension.

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

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

52.222-2 Payment for Overtime Premiums (Jul 1990)

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

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

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

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

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

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

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

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

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 54 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2008)

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

“Commercial item” has the meaning contained in 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 (Dec 2008) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(ii) [52.219-8](#), Utilization of Small Business Concerns (May 2004) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.

(iii) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

(iv) [52.222-35](#), Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sept 2006) ([38 U.S.C. 4212\(a\)](#));

(v) [52.222-36](#), Affirmative Action for Workers with Disabilities (June 1998) ([29 U.S.C. 793](#)).

(vi) [52.222-39](#), Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR clause [52.222-39](#)).

(vii) [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](#)) (flow down 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)

52.204-7000 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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 55 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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).

“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—

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 56 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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	
<u>Awareness & Training</u>	<u>Contingency Planning</u>	MA-6		-
AT-2	CP-9		-	

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 57 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Legend:

AC: Access Control	MA: Maintenance
AT: Awareness and Training	MP: Media Protection
AU: Auditing and Accountability	PE: Physical & Environmental Protection
CM: Configuration Management	PM: Program Management
CP: Contingency Planning	RA: Risk Assessment
IA: Identification and Authentication	SC: System & Communications Protection
IR: Incident Response	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:

- (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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 58 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

(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)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 59 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 60 of 91	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;

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 61 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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.

(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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 62 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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 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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 63 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

(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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 64 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

Technical Data			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)	(LIST)	(LIST)	(LIST)

*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 _____

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 65 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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:

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. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 66 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

(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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 67 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 68 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. N00178-04-D-4030-FD10	AMENDMENT/MODIFICATION NO. 51	PAGE 69 of 91	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 1 - Burn Rate Analysis

Attachment 2 - Cost Incurred Report

Attachment 3 - Deleted in modification 25

Attachment 4 - CDRLs (A001-A013) and Associated DiDs

Attachment 5 - DD Form 254 Rev 3