

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
UPAGE OF PAGES  
1 22. AMENDMENT/MODIFICATION NO.  
313. EFFECTIVE DATE  
17-Feb-20174. REQUISITION/PURCHASE REQ. NO.  
13004199765. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N00164

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NSWC, CRANE DIVISION  
300 Highway 361 - Building 3373  
Crane IN 47522-5001DCMA Manassas  
14501 George Carter Way, 2nd Floor  
Chantilly VA 20151

SCD: C

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

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

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119 / N00178-04-D-4119-FC34

10B. DATED (SEE ITEM 13)

23-Sep-2011

CAGE CODE  
6XWA8

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

\_\_\_\_\_  
(Signature of person authorized to sign)

23-Feb-2017

BY \_\_\_\_\_  
(Signature of Contracting Officer)

24-Feb-2017

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

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**GENERAL INFORMATION**

The purpose of this modification is to ...

1. Deobligate funding:

430009 in the amount of \$163,283.00

**Limitation of Funds:**

The clause entitled, Limitation of Funds (FAR 52.232-22), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of \$19,120,871.67 unless additional funds are made available and are incorporated as a modification to this task order.

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$19,284,154.67 by \$163,283.00 to \$19,120,871.67.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
430009	O&MN,N	163,283.00	(163,283.00)	0.00

The total value of the order is hereby increased from \$26,880,942.42 by \$0.00 to \$26,880,942.42.

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

CLIN/SLIN	From	To
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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	R425	Integrated supply chain management using Information Technology Systems to support the full range of repair part requirements of the Airborne Electronic Warfare Department. In Accordance With (IAW) CDRLs A001 - A005, the Government shall have unlimited data rights to all data generated IAW DFARS 252.227-7013 unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. All data generated under this procurement has been paid for, in full, by the Government. BASE YEAR 1 (LABOR ONLY) (SEE NOTE A). (Fund Type - TBD)					\$1,320,116.84
410001	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year Labor - TI 001 (APN)					
410002	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year Labor - TI 001 (RDT&E)					
410003	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year Labor - TI 001 (APN)					
410004	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year Labor - TI 002 Was \$40,000 deobligated \$40,000 on Mod 3, balance now 0.00 (APN)					
410005	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year Labor - TI 001 (WCF)					
410006	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year Labor - TI 001 (WCF)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
410007	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year Labor - TI 001 (O&MN,N)					
410008	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year Labor - TI 001 (WCF)					
410009	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year Labor - TI 001 (WCF)					
410010	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year Labor - TI 001 (APN)					
410011	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year Labor - TI 001 (De-obligation of funds in the amount of \$21,600.00 on Mod 14) (RDT&E)					
410012	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year Labor - TI 001 (De-obligation of funds in the amount of \$17,854.51 on Mod 14) (WCF)					
410013	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year Labor - TI 001 (De-obligation of funds in the amount of \$10,000.00 on Mod 14) (O&MN,N)					
410014	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year Labor - TI 001 (De-obligation of funds in the amount of \$24,498.83 on Mod 14) (APN)					
4200	R425	Integrated supply chain management using Information Technology Systems to support the full range of repair part requirements of the Airborne Electronic Warfare Department. In Accordance With (IAW) CDRLs A001 ? A005, the Government shall have unlimited data rights to all data generated IAW DFARS 252.227-7013 unless an					\$1,346,117.65

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. All data generated under this procurement has been paid for, in full, by the Government. OPTION YEAR 1 (LABOR ONLY) (SEE NOTE A&B). (Fund Type - TBD)					
420001	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN B8 (WCF)					
420002	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN B9 (APN)					
420003	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN C1 (Fund Type - OTHER)					
420004	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN C2 (O&MN,N)					
420005	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN C3 (O&MN,N)					
420006	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One Labor - TI 001 ACRN C4 (O&MN,N)					
420007	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One Labor - TI 001 ACRN C6 (WCF)					
420008	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One Labor - TI 001 ACRN C5 (APN)					
420009	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One Labor - TI 001 ACRN C8 (WCF)					
420010	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One Labor - TI 001 ACRN C9 (WCF)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
420011	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One Labor - TI 001 ACRN D1 (FMS)					
420012	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One Labor - TI 001 ACRN D2 (RDT&E)					
420013	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One Labor - TI 001 ACRN D3 (Inc) (FMS)					
420015	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One Labor - TI 001 (AEW Navy components for EA-68 6K POD ASSETS) ACRN D5 (O&MN,N)					
420016	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One Labor - TI 001 (AEW Navy components for EA-68 7R ASSETS) ACRN D6. Deobligation on MOD 28 from \$200,000 by \$75,652.74 to \$124,347.26. (WCF)					
4300	R425	Integrated supply chain management using Information Technology Systems to support the full range of repair part requirements of the Airborne Electronic Warfare Department. In Accordance With (IAW) CDRLs A001 ♦ A005, the Government shall have unlimited data rights to all data generated IAW DFARS 252.227-7013 unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017. All data generated under this procurement has been paid for, in full, by the Government. OPTION YEAR 2 (LABOR ONLY) (SEE NOTE A&B). (Fund Type - TBD)					\$1,377,718.90
430001	R425	Incremental funding in support of AEW Navy Repair Requirements parts (TI 001); \$160,000.00 (ACRN D7) (WCF)					
430002	R425	Funding in support of TI-001, (AEW Navy Repairable Components). (WCF)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
430003	R425	Funding in support of TI-001, (AN/ALQ-99 TJS Support, Parts, and Material for RAAF). (FMS)					
430004	R425	Funding in support of (TI-001, AN/ALQ-99 TJS Support, Parts, and Material for RAAF). (FMS)					
430005	R425	Funding in support of TI-001, (NAVSUP WSS/AEW Navy Repairable Components). MOD 30 Deobligation from \$200,000 by \$47,308.16 to \$152,691.84. (WCF)					
430006	R425	Funding in support of TI-001, (RAAF/AN/ALQ-99/TJS Support). (FMS)					
430007	R425	Funding in support of (TI-001, (NAVSUP WSS/AEW Navy Repairable Components). MOD 30 Deobligation from \$117,000 by \$117,000 to \$0. (WCF)					
430008	R425	Funding in support of TI-001, (Subtask B/NAVAIR/AN/ALQ-99 TJS Support). Note: MOD 25 de-obligated \$60,755.00 from \$60,755.00 to \$0.00. (APN)					
430009	R425	10 USC 2410(a) Authority is hereby invoked. Funding in support of TI-001, (Subtask B/NAVAIR/EA6B ALQ-99 PODS) (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6100	R425	Integrated supply chain management using Information Technology Systems to support the full range of repair part requirements of the Airborne Electronic Warfare Department. BASE YEAR 1 (ODC ONLY) (SEE NOTE C). (Fund Type - TBD)	1.0	LO	\$7,618,778.00
610001	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001 (RDT&E)			
610002	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001 (APN)			
610003	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 002 Was \$1,160,000, deobligated \$1,160,000 on Mod 3, is now 0.00 (APN)			
610004	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001. Deobligated in it's entirety via modification 01. (APN)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
610006	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001 (APN)			
610007	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001 Deobligated in it's entirety via modification 01. (O&MN,N)			
610008	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001 (WCF)			
610009	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001 (WCF)			
610010	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001 (O&MN,N)			
610011	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001 (WCF)			
610012	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001 (WCF)			
610013	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001 (APN)			
610014	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001 (RDT&E)			
610015	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001 (WCF)			
610016	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001 (De-obligation of funds in the amount of \$300,000.00 on Mod 14) (WCF)			
610017	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001. De-obligation in the amount of \$300,000.00 on Mod 16. (O&MN,N)			
610018	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Base Year ODC - TI 001 (APN)			
6200	R425	Integrated supply chain management using Information Technology Systems to support the full range of repair part requirements of the Airborne Electronic Warfare Department. OPTION YEAR 1 (ODC ONLY) (SEE NOTE B&C). (Fund Type - TBD)	1.0	LO	\$7,609,497.59
620001	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN B8 (WCF)			
620002	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN B9 (APN)			
620003	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN C1 (Fund Type - OTHER)			
620004	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN C2 (O&MN,N)			



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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
620005	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN C3 (O&MN,N)			
620006	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN C4 (O&MN,N)			
620007	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN C7 (WCF)			
620008	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN C5 (APN)			
620009	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN C8 (WCF)			
620010	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN C9 (WCF)			
620011	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN D1 (FMS)			
620012	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN D1 (FMS)			
620013	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN D2 (RDT&E)			
620014	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN D4 (FMS)			
620015	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One ODC - TI 001 ACRN D3 (FMS)			
620016	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One Labor - TI 001 (AEW Navy components for EA-68 6K POD ASSETS) ACRN D5 (Inc) (O&MN,N)			
620017	R425	Integrated supply chain management for Airborne Electronic Warfare Department. Option Year One Labor - TI 001 (AEW Navy components for EA-68 7R ASSETS) ACRN D6 (Inc). Deobligaton on MOD 28 from \$800,000 by \$545,286.15 to \$254,713.85. (WCF)			
6300	R425	Integrated supply chain management using Information Technology Systems to support the full range of repair part requirements of the Airborne Electronic Warfare Department. OPTION YEAR 2 (ODC ONLY) (SEE NOTE B&C). (Fund Type - TBD)	1.0	LO	\$7,608,713.44
630001	R425	Incremental funding in support of AEW Navy Repair Requirements parts (TI 001); \$1,440,000.00 (ACRN D7 (Inc)) (WCF)			
630002	R425	Funding in support of (TI-001, AEW Navy Repairable Components for EA-68 6K POD Assets). (O&MN,N)			
630003	R425	Funding in support of (TI-001, Navy Repairable Components). (WCF)			
630004	R425	Funding in support of (TI-001, ALQ-99 Production Efforts). (APN)			
630005	R425	Funding in support of (TI-001, AN/ALQ-99 TJS Support, Parts, and Material for RAAF). (FMS)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
630006	R425	Funding in support of (TI-001, AN/ALQ-99 TJS Support, Parts, and Material for RAAF). (FMS)			
630007	R425	Funding in support of TI-001, (NAVSUP WSS/AEW Navy Repairable Components). MOD30 Deobligation from \$1,600,000 by \$293,262.28 to \$1,306,737.72. (WCF)			
630008	R425	Funding in support of (TI-001, NAVAIR/ALQ-99/EA-18G Upgrade and Repair/TJS hardback modification effort). (APN)			
630009	R425	Funding in support of (TI-001, NAVAIR/ALQ-99/EA-18G Upgrade and Repair/TJS hardback modification effort). (O&MN,N)			
630010	R425	Funding in support of TI-001, (RAAF/AN/ALQ-99/ TJS Support). (FMS)			
630011	R425	Funding in support of TI-001, (NAVSUP WSS/AEW Navy Repairable Components). (WCF)			
630012	R425	Funding in support of TI-001, (Subtask B/NAVAIR/EA6B ALQ-99 PODS). (O&MN,N)			

**All provisions and clauses in SECTION B of the basic contract apply to this TO, unless otherwise specified in this TO.**

**NOTE A: LEVEL OF EFFORT**

For labor items, Offerors shall propose man-hours recommended in Section B to perform requirements of the Statement of Work (SOW) provided for the Period of Performance specified in Section F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these items. The Government estimate is 16,221 man-hours per year, with the mix recommended in Attachment 3 in Section J. The Government estimate is based on the total anticipated Level of Effort (LOE) for all tasks combined per CLIN.

**NOTE B: OPTION**

Option item to which the option clause in Section I applies and which is to be supplied only if and to the extent that said option is exercised.

**NOTE C: OTHER DIRECT COSTS**

The Government estimates total ODCs for this TO to be \$22,836,664.43. ODCs should be proposed as prescribed in Section L, paragraph 3.4.3.

**HQ-B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either part at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either part associated with collected such small dollar amounts could exceed the amount to be recovered.

**HQ B-2-0007 LIMITATION OF COSTS OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

**HQ B-2-0010 Note (Option)**

**Note B** - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

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**HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)**

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-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 fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

**HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

All provisions and clauses in SECTION C of the basic contract apply to this TO, unless otherwise specified in this TO.

**Statement of Work (SOW)  
Industrial Prime Vendor (IPV)  
Naval Surface Warfare Center (NSWC) Crane  
Airborne Electronic Warfare (AEW) Code WXS**

### INTRODUCTION

**1.0 General scope:** This SOW delineates the use of innovative methods of providing cost efficient integrated supply chain management together with related Information Technology Systems (ITS) in support of the full range of repair part requirements of the NSWC Crane, Airborne Electronic Warfare (AEW) Department, Code WX using Direct Vendor Delivery (DVD) methods. Repair parts and industrial hardware stored near the point of use, which technicians employ in the maintenance, overhaul and repair of AEW and related systems. The stated objectives and expected outcomes are as follows:

- a. The reduction of total logistics costs for the AEW Department depot operations.
- b. Maximize use of existing federal stock under Integrated Material Management (IMM). To support this approach the contractor shall obtain a Department of Defense Activity Address Code (DODAAC).
- c. The reduction of time required by the AEW Department to accomplish its maintenance, overhaul and repair mission by streamlining processes and improving supply availability.
- d. The establishment of a reliable direct industry surge and sustainment capability.
- e. Fulfilling the goal of a 100 percent fill rate for each item covered by the Task Order (TO). A 100 percent fill rate means that the specific spare part or item of industrial hardware is available in the bin each and every time the item is required by the technician, In Accordance With (IAW) paragraph 3.17.3.

**1.1 Covered items of supply:** The repair parts and items of industrial hardware covered by this TO and SOW are provided as Exhibit D "IPV Parts". The list provides a projected 2-year usage requirement.

**1.2 Additional Covered Items of Supply:** The scope of this SOW includes items of supply which have not been identified as repair parts for maintenance, overhaul and repair of aviation and related weapons systems at the time of award, but which will have application to the accomplishment of the AEW depot mission. Such items will be added to the TO as provided herein upon their identification as repair parts or industrial hardware. The Government may conduct post-award reviews to assure reasonableness of prices for add-on items. When price justification is requested, the Contractor shall furnish such information to the Government within fifteen (15) days after receipt of the request. Conversely, when items identified as repair parts or industrial hardware at the time of award are determined to be other than repair part, or when such items are discontinued, they will be deleted from the TO coverage as provided herein.

**1.3 Repair Part Stock Areas:** The scope of this TO and SOW includes Repair Part areas in Building 3330C, which support the On-Board Systems Lab and the HF/Digital Assemblies Lab where aviation Weapons Replaceable Assembly (WRA), Shop Replaceable Assembly (SRA) and related weapons systems are maintained, overhauled and repaired.

**1.4 Information Technology Systems (ITS):** The scope of this TO and SOW includes the Contractor's use of ITS, which are compatible with existing Government barcode, workload and obsolescence tracking ITS, to: ensure the continual flow of complete, accurate and up-to-date information; provide for systematic required reporting, electronic invoicing and payment; eliminate redundancies and simplify procedures and to which Government personnel shall have access. The Contractor shall be knowledgeable of NAVSEA ERP implementation and ensure IPV supply supports ERP objectives.

**1.5 Integrated Supply Chain Management:** The Contractor shall provide an integrated supply chain

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management system, which accomplishes the following;

- (a) Reduce cycle times and inventories.
- (b) Embody a close relationship among suppliers and the customer.
- (c) Join all supply chain participants in an integrated strategic partnership.
- (d) Combine proven modules of existing software, to include Systems of Electronic Catalog/Procurement, Inventory Control, and Support, to form a family of automation and communications.
- (e) Connect to customers via Electronic Data Interchange (EDI), where available.
- (f) Offer rapid and sustained movement of stock directly from supplier to designated customer facilities to support routine and surge requirements.
- (g) Use smart purchasing arrangements with key suppliers, strict supplier control, virtually instantaneous shipments, and a very close working relationship with the customer and minimal on-hand stock.
- (h) Provide seamless supply chain management, which includes integration of commercial and military supply and distribution systems with no change to local ADP systems.

**1.6 Transition Plan:** Within 15 days after date of award, transition plan meeting will be held wherein details of the plan will be formalized. After agreement on implementation issues, the Contractor shall establish a workforce and begin filling repair parts within fifteen (15) days. However, the Contractor will not be required to attain and maintain a 100 percent fill rate until four (4) months after the effective date of the TO.

## **2.0 APPLICABLE DOCUMENTS**

Technical Requirements – Maintenance Configuration Release Document (MCRD)

OPNAV 4790 Maintenance Program

.2J Aviation Maint. (NAMP)

.4E Ship Maint/Matrl Mgmt

.13A Surf Ship Elect Equip

.14A Joint Depot Maint.

.15D Air Launch/Recovery Equip. Maint.

.16A Condition-Based Maint. Policy

AEW Quality Procedures

ISO 9000:2000

## **3.0 REQUIREMENTS**

**3.1 Research and Development Support: N/A**

**3.2 Engineering, System Engineering and Process Engineering Support: N/A**

**3.3 Modeling, Simulation, and Analysis Support: N/A**

**3.4 Prototyping, Pre-production, Model-Making, and Fabrication Support: N/A**

**3.5 System Design Documentation and Technical Data Support: N/A**

**3.6 Software Engineering, Development, Programming, and Network Support: N/A**

**3.7 Reliability, Maintainability, and Availability (RM&A) Support: N/A**

**3.8 Human Factors, Performance, and Usability Engineering Support: N/A**

**3.9 System Safety Engineering Support: N/A**

**3.10 Configuration Management (CM) Support: N/A**

**3.11 Quality Assurance (QA) Support: N/A**

**3.12 Information System (IS) Development, Information assurance (IA), and Information Technology (IT) Support: N/A**

**3.13 Inactivation and Disposal Support: N/A**

**3.14 Interoperability, Test and evaluation, Trials Support: N/A**

**3.15 Measurement facilities, range, And instrumentation Support: N/A**

**3.16 Logistics Support: N/A**

**3.17 Supply and Provisioning Support:** The scope of work under this TO covers the entire breadth of supply chain management for repair parts and industrial hardware required by the AEW Department for the maintenance, overhaul and repair of aviation and related weapons systems, including, but not limited to the following (REF Para 3.17 SeaPort-e Basic SOW):

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- (a) The market research, forecasting of the continuing needs of the AEW Department production for repair parts and industrial hardware used in the maintenance, overhaul and repair of aviation and related weapons systems.
- (b) The acquisition, receiving, inventory control, and distribution of repair parts and industrial hardware items to established stock areas in Bldg 3330C as required in the overhaul, maintenance and repair of aviation and related weapons systems.
- (c) The use of existing federal stock under Integrated Material Management (IMM). To support this approach the contractor shall obtain a Department of Defense Activity Address Code (DODAAC). Acquisition shall be conducted IAW the Federal Acquisition Regulation (FAR) part 8, Required Sources of Supplies and Services specifically FAR part 8.002, Priorities for use of Government supply sources.
- (d) ITS necessary to support the Industrial Prime Vendor (IPV) Program.

The obligations of the Contractor and the Government relating to the IPV Program for the repair part stock requirements are set forth in this TO, including this SOW.

**3.17.1 Industrial Prime Vendor Program (IPV):** Except as otherwise provided herein, for the period of this TO, including any option period(s), the Contractor shall provide the full breadth of supply chain management, as defined herein, together with required ITS, for the support of the repair part stock requirements relating to its maintenance, overhaul and repair of aviation and related weapons systems. The Contractor's performance as IPV includes the following:

**3.17.2 Supplier/Manufacturer Network:** The Contractor shall ensure a successful implementation of the IPV, with portability to other sites. The Contractor shall use this network of suppliers and manufacturers in performing this TO. The Contractor may use sources of supply other than those in its fully integrated network provided the Contractor qualifies and receives Government approval for such suppliers under its source selection system, and the suppliers are not listed in the Joint Consolidated List of Debarred, Suspended or Ineligible Contractors maintained by the General Services Administration. The Contractor shall resolve any deficiencies with non-complying parts failing to meet the form, fit, and functional requirements.

**3.17.3 Repair Parts Support:** The Contractor shall maintain quantities in each repair part bin at a level which the Contractor has determined will ensure that each and every time that the technician attempts to draw such repair parts or industrial hardware from a bin, the required number of repair parts or industrial hardware will be available from that bin based on Crane tasking and funding availability. If the number of repair parts or industrial hardware is not available to the technician at such time, the technician will immediately notify the Contractor's Site Manager or other named Point of Contact (POC), of the lack of sufficient repair parts or industrial hardware in the bin. The Contractor shall inform the designated Government representative and shall correct the stock outage no later than twenty-four (24) hours of receipt of notice based on Crane tasking and funding availability. The fill rate of 100 percent will be deemed to have been met for any stock outage that has been corrected within twenty-four (24) hours after notification to the Contractor's Site Manager, or other named POC based on Crane tasking and funding availability.

The contractor shall fill replenishment requisitions for repair parts based on the following schedule;

Requisition Priority 1-3	1-3 days
Requisition Priority 4-8	3-5 days
Requisition Priority 9-15	7-10 days

- (a) A "Bin" is defined as an individual container or drawer where a specific repair part is located, which is there for the purpose of containing a quantity of a single item of supply.
- (b) Compliance with the 100 percent fill rate will be on an individual parts basis IAW the Transition Plan (Phase-In Schedule). Within four (4) months after date of TO, Contractor shall attain and maintain a 100 percent fill rate on the initial weapons system implemented.
- (c) A fill rate of 100 percent is attained if the technician is able to obtain the quantity of repair parts required to fulfill his/her task each and every time he or she goes to a bin for parts or for any stock outage that has been corrected within twenty-four (24) hours after notification to the Contractor's Site Manager, or other named POC.

**3.17.4 Support:**

**3.17.4.1 General:** The Contractor will employ the required ITS and develop a network of vendors able to support the depot operations. The Contractor will expand its ITS to include its core suppliers with whom they were not

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implemented with at TO award date, and to any other vendors determined essential to successful performance of this TO.

**3.17.4.2 Ensuring on-demand parts:** The Contractor shall ensure on-demand parts to the user. The Contractor will provide optimum support by using virtually any and all of the available supply chain methods to provide parts support and services including re-engineering, engineering, configuration management, drawing revisions, private sector distribution systems/storage facilities, and the best buying strategies currently used in the private sector. **NO PROFIT** will be paid to the contractor for items acquired through the Government supply system. As the first choice, the contractor is required to use the Government supply system if repair parts are ready for issue. The Contractor will provide Total Logistics Management including: anticipating customer needs, forecasting customer parts/materiel requirements, purchasing, and inventory control, storage and distribution. (CDRL A002).

**3.17.4.3 Competition and Quality:** The Contractor shall use the latest and highest quality standards to meet all form, fit and functional requirements. The Contractor shall establish a system, which enables the rapid receipt of non-stocked parts and material. The Contractor shall establish and maintain a process for contingencies and multiyear package buys to include IDIQ contracts based on system and/or commonality of technology. When urgent requirements arise, the Contractor shall expedite the receipt of the part to include overnight/express delivery.

**3.17.4.4 Analysis of Requirements and Forecasting:** The Contractor will forecast parts needs and anticipate surge requirements. To accomplish this SOW element, the Contractor shall:

- (a) Have in place a 365 day Look Ahead Forecasting System to assure parts availability.
- (b) Contract for parts procurement to assure availability.
- (c) Perform Quarterly re-looks to assure demand rate will not deplete inventory.
- (d) Work closely with all members of the supply chain and use in place Contractor tools and processes to provide engineering and obsolescence solutions.
- (e) Have its Site Manager work closely with Shop Management and Planners to understand Depot Maintenance Interservice Support Agreement (DMISA) schedules and requirements.
- (f) Have its Site Manager or his/her representative attend all relevant planning meetings and participate in any other opportunities in which work flow and schedules are discussed.
- (g) Have assigned buyers/analysts work closely with suppliers to garner data relevant to sourcing and production lead times pertaining to REPAIR PARTS Stock, to ensure accuracy of parts references, and to resolve anomalies that might exist, such as superseded parts, package quantities, drawing errors etc. CDRL A001.

**3.17.4.5 Materials Movement:** Contractor shall provide transportation for materials movement to Crane and into "bins".

**3.18 Training Support: N/A**

**3.19 In-Service Engineering, Fleet Introduction, Installation and Checkout Support: N/A**

**3.20 Program Support: N/A**

**3.21 Functional and Administrative Support: N/A**

**3.22 Public Affairs and Multimedia Support: N/A**

#### **4.0 GOVERNMENT FURNISHED ITEMS**

Approximately 1,500 storage bins will be provided by the Government. Storage bins range in size from 3"x4"x2" to 20"x10"x40". Additional "virtual bins" which are taped squares marked on the floor will be available as well. The "virtual bins" would be used to store radar system boxes which can be as large as a refrigerator box. The bins will be maintained in 3330C and provided for access by the contractor.

#### **5.0 DATA DELIVERABLES**

**A001** – Contractors Progress, Status & management Report - Monthly Status Report

**A002** – Technical Report – Study/Services - Redline Drawing/Spec Changes

**A003** – Technical Report – Study/Services - Trip Reports

**A004** – TO funding Notification Letter

**A005** – Technical Report -- Study/Services - Technical Data & Engineering Development Report

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**A006** – Technical Report -- Study/Services - Bin Scan Report

## **6.0 SPECIAL CONDITIONS**

### **6.1 Security:**

The work to be performed under this TO as delineated in the attached DD Form 254, involves access to, handling of and generation of classified material up to and including Secret. The Contractor shall appoint a Security Officer who shall (1) be responsible for all security aspects of the work performed under this TO, (2) assure compliance with all DOD and Service regulations regarding security and (3) assure compliance with any written instructions from the Security Officers of each Government facility. In the event that any individual tasking requires a higher level of clearance, a separate DD Form 254 will be prepared and issued. The Contractor may be required to have access to live data during the performance of this TO. Any records and data or information the Contractor may have access to may be highly sensitive and confidential. The Contractor must not divulge any information about files, data processing activities or functions, user ids or passwords or any other knowledge that may be gained to anyone not authorized to have access to such information. It is the Contractor's responsibility to ensure that all required employees have proper authority. All classified material shall be processed and protected IAW the provisions of this TO and all required instructions and directives in effect concerning the processing of classified material. U.S. Citizenship is required for all positions. Materials shall be stored in a secure location prior to delivery to NSWC Crane. Facilities clearance is not required.

### **6.2 Travel:**

#### **6.2.1 Travel Requirements:**

The Contractor may be required to travel throughout the continental United States (CONUS). All travel requests for Contractor's travel will be authorized by a COR/KO approved Travel Authorization unless specified on TI. The Contractor shall submit a trip report to the technical points of contact for all travel performed no later than two weeks after completion of the trip.

- (a) Performance under this TO may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.
- (b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the TO in accordance with FAR subpart 31.2 or 31.3 as applicable.
- (c) Travel shall be in accordance with the Joint Travel Regulations.

#### **6.2.2 Travel Authorization:**

Any travel undertaken by the Contractor for performance of TO Mod, TI, and/or TA must have prior authorization by the COR and KO (as stated in each TO Mod or TI and/or TA).

#### **6.2.3 Need-to-Know Certification:**

When required to obtain access to a Government facility, ship, aircraft, or other duty station, the Contractor shall initiate requests for need-to-know certification and submit these request to/through the COR for appropriate action.

### **6.3 Contracting Officer's Representative (COR):**

The COR is the point of contact for non-substantiated communications of a technical nature. Only the Contracting Officer has the authority to change the requirements of this order(s).

### **6.4 Requiring Technical Activity (RTA):**

The RTA contacts are Functional Managers, Task Managers and Project Managers which will be identified in individual TIs.

### **6.5 Funding:**

This TO will be funded incrementally as required. Each project will be identified by a separate TI and/or CLIN/SLIN.

### **6.6 Safety and Health:**



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The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The contractor shall abide by all applicable federal, local, and state occupational safety and health requirements. The contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Administration (OSHA) requirements.

**6.7 Hazardous Materials:**

The contractor will provide personnel responsible for the handling of the hazardous materials and the respective Material Safety Data Sheet (MSDS). This responsibility includes proper training in the handling and disposal of the hazardous materials.

**6.8 Control of Contractor Personnel:**

The Contractor shall comply with the requirements of NAVWPNSUPPCENINST 5510.1 and NAVWPNSUPPCENINST 5910.1. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the Crane Division Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J. Prior to conducting work under this contract, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, social security numbers, job titles, and original birth certificates. This list shall be updated within forty eight hours after changes occur.

1. Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site.
2. The contractor shall ensure that contractor personnel employed on any Government site become familiar with and obey Activity Regulations.
3. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry.
4. The contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption.
5. Contractor personnel shall bear personal protective equipment in designated areas.
6. All contractor equipment shall be conspicuously marked for identification.
7. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

**6.9 Identification Badges:**

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on the requiring activities property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the Crane Division Security Department within forty eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge, and upon request by the Contracting Officer.

**6.10 Accident Reporting:**

The Contractor shall maintain an accurate record of and shall report all accidents to the COR.

**6.11 Smoking Regulations:**

Smoking on Government property shall be in approved areas only IAW NAVFAC P 1021. Smoking in vehicles is prohibited.

**6.12 Release of Information:**

Distribution Statement D: All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed

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by any means without prior approval of the authorized representative of the KO. Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

**6.13 Privacy Act:**

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

**6.14 Damage Reporting:**

The Contractor shall maintain an accurate record of and shall report to the COR all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1.

**6.15 Non-Personal Services:**

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to or prepare work schedules for individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the TO Procuring Contracting Officer (PCO) immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

**6.15.1 Contractor Identification:**

This TO is for non-personal services as defined by FAR Subpart 37.104. As such, Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

**6.16 Investigations:**

Contractor employees located on Government property shall cooperate with Government investigative agencies conducting criminal or administrative investigations.

**6.17 Government Observations:**

Government personnel, such as Inspector General or higher headquarters staff, are authorized to observe Contractor operations. Efforts will be made to minimize the degree of disturbance on Contractor performance.

**6.18 Work Area Cleanliness:**

The Contractor shall be responsible for the orderliness and cleanliness of all areas being used for office and storage. The space shall be clean and neat and free from fire hazards, unsanitary conditions and safety hazards.

**6.19 Key Control:**

The Contractor shall establish and implement methods of ensuring that all keys issued to the Contractor by the government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the Contractor by the government shall be duplicated. The Contractor shall develop procedures covering key control. Key control and accountability shall be IAW the key control requirements set forth in applicable regulations.

**6.20 Hours of Operation:**

The Contractor's hours of operation will be provided on each individual TI. If not so stated, then the normal duty hours for Contractor on-site personnel and the Contractor's liaison facility personnel assigned to this effort fall between 0630 and 1800 hours during normal government workdays, Monday through Friday. The contractor may be required to respond to an emergency and work outside of regular working hours to perform the work as required. If contractor desires to have personnel work compressed work schedule it shall be requested in writing and approved by the COR.

**6.20.1 Compressed Work Schedule:**

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The Contractor shall be permitted to utilize a compressed work schedule for their employees working at NSWC Crane Division if specified on individual TI. A compressed work schedule allows a starting time between the hours of 0600 and 0830 for eight of the ten workdays (nine hours per day) with a stopping time between the hours of 1530 and 1800, and between 0630 and 0900 for one of the ten workdays (eight-hour day) with a stopping time between the hours of 1500 and 1730. The contractor's full-time employees shall adhere to the same number of hours each day for eight of the ten workdays (nine hours per day) during a biweekly pay period and for one eight-hour day during the same biweekly pay period. The contractor's full-time employee is required to work 80 hours in a biweekly pay period and this work must be scheduled for fewer than 10 days in a biweekly pay period. In some cases, a contractor employee may be required to remain on a non-compressed work schedule or to adjust contractor employee work hours (arrival and departure time) to accommodate the needs of the organization that they support. The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the compressed schedule may exist and the contractor will be notified by the COR of any permanent or temporary exceptions.

**6.20.2 Flextime:**

The Contractor shall be permitted to utilize a Flextime schedule for their employees working at NSWC Crane Division if specified on individual TI. A Flextime schedule allows a starting time between the hours of 0630 and 0900, with a quitting time eight and one-half hours after the clock-in time (1500 to 1730). The contractor may be required to respond to an emergency requirement and work outside of regular working hours to perform the work. Exceptions to the Flextime schedule may exist, and the contractor will be notified by the COR of any permanent or temporary exceptions.

**6.20.3 Closed Days:**

All closed days will be designated by the Commander, NSWC, Crane Division. Closed days will be associated with holidays, National Security and/or inclement weather/dangerous conditions. The Contractor will not be allowed to work on NSWC, Crane Division during designated closed days, unless they are deemed to be essential personnel. Essential personnel will be identified by the Government, and communicated to the contractor prior to the designated closed day, and will be authorized by COR/KO and specified on individual TI. In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges IAW the company policy.

**6.20.3.1 Inclement Weather:**

When the Government Agency is closed by the Commander because of inclement weather conditions and/or dangerous conditions, notification of the closing will be broadcast over local radio and television stations.

**6.20.3.2 Holidays:**

A list of Government Agency observed holidays and/or closed days in conjunction with holidays will be published at the beginning of each calendar year. Contractor employees will not be allowed to work on Government property on a holiday and/or closed day unless they are deemed to be essential personnel. The contractor is advised that access to the Government installation may be restricted on these holidays:

New Year's Day	Birthday of Martin Luther King Jr.
President's Day	Memorial Day
Independence Day	Labor Day
Columbus Day	Veteran's Day
Thanksgiving Day	Christmas Day

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor IAW the practice as observed by the assigned Government employees at the using activity.

**6.20.4 Overtime:**

Overtime shall be employed only to the extent authorized by the Contracting Officer.

**6.21 Continuous Improvement:**

The contractor shall support the NSWC Crane Continuous Improvement program. The contractor shall provide support for the development and maintenance of lean performance execution processes and metrics. The contractor shall participate in lean events, meetings, and conferences, and execute lean tasks from initiation to closure when

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authorized. The contractor shall also provide data record entry, reproduction, distribution, and reporting of lean documentation.

**6.22 Information Non-Disclosure:**

Distribution Statement D: The contractor shall not disclose any information provided or developed under this TO outside the Government without prior approval from the Government. Contractor shall provide one (1) copy of each employee-signed Non-Disclosure Statements to the COR prior to performing any work on this TO. The COR will retain one copy for the TO file.

**6.23 Licenses, Certifications, and Training:**

The contractor is required to receive training and hold a valid license or certification for the operation of forklifts and other handling equipment (hoists, cranes, etc.); receive training and certification in the handling of hazardous materials; and receive training and certification for any other specialized operations as required in support of the tasking set forth in this SOW. Training may be Government sponsored and conducted on-center, contractor sponsored and conducted at contractor’s facilities, or vendor sponsored and conducted at vendor facilities.

**6.24 Existing Conditions:**

In the performance of work under this TO, the contractor is not responsible for any existing conditions (conditions that exist prior to or as of the effective date of this TO) at the GFF, and the Government will reimburse the contractor for any costs or liability the contractor might incur as a result of these existing conditions. The Government and the contractor will jointly conduct an inspection of the facilities to establish baseline conditions at the start of the performing period.

**HQ C-1-0001 DATA REQUIREMENTS (NAVSEA)(SEP 1992)**

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

**HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)**

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information

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covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

**HQ C-2-0006 ADDITIONAL PROVISIONS RELATING TO GOVERNMENT PROPERTY (NAVSEA) (SEP 2009)**

(a) For purposes of paragraph (h) of the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) in addition to those items of property defined in that clause as Government Property, the following shall also be included within the definition of Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores;
- (4) cargo; and
- (5) other material on the vessel

(b) For purposes of paragraph (b) of the clause entitled "GOVERNMENT PROPERTY", notwithstanding any other requirement of this contract, the following shall not be considered Government Property:

- (1) the vessel;
- (2) the equipment on the vessel;
- (3) movable stores; and
- (4) other material on the vessel

**HQ C-2-0008 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)**

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

**HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)**

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

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(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

#### **HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA)(MAR 2001)**

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal dated (to be completed at time of award) in response to NAVSEA Solicitation N00024-11-R-3212.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

#### **HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)**

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract,

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the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

### **HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)**

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the order work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the order, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this order may create a potential organizational conflict of interest on the instant order or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this order shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this order. This prohibition shall expire after a period of three years after completion of performance of this order.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the

Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the

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Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this order for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this order; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this order.

(n) Compliance with this requirement is a material requirement of this order.



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## **SECTION D PACKAGING AND MARKING**

**All provisions and clauses in SECTION D of the basic contract apply to this TO, unless otherwise specified in this TO.**

Packaging and Marking shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

### **HQ D-1-0001 DATA PACKAGING LANGUAGE**

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

- (1) Name and business address of the Contractor
- (2) Contract number
- (3) Contract dollar amount
- (4) Whether the contract was competitively or non-competitively awarded
- (5) Sponsor:
  - (Name of Individual Sponsor)
  - (Name of Requiring Activity)
  - (City and State)

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

**All provisions and clauses in SECTION E of the basic contract apply to this TO, unless otherwise specified in this TO.**

### **CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.farsite.hill.af.mil/>

52.246-3 Inspection of Supplies-Cost Reimbursement MAY 2001

52.246-5 Inspection of Services-Cost Reimbursement APR 1984

52-246-16 Responsibility for Supplies APR 1984

### **HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

### **HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES**

Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government via WAWF.

### **PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE**

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan provided as Attachment 01 in section J.

(b) The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4100	9/23/2011 - 9/22/2012
4200	9/23/2012 - 9/22/2014
4300	9/23/2013 - 12/31/2014
6100	9/23/2011 - 9/22/2012
6200	9/23/2012 - 9/22/2013
6300	9/23/2013 - 9/22/2014

**All provisions and clauses in SECTION F of the basic contract apply to this TO, unless otherwise specified in this TO.**

### CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.farsite.hill.af.mil/>

52.242-15 Stop-Work Order (Aug 1989) (Alt 1) (APR 1984)

### **HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES**

The Contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

#### CLIN - DELIVERIES OR PERFORMANCE

CLIN	To:	From:
4100	9/23/2011	- 9/22/2012
6100	9/23/2011	- 9/22/2012
4200	9/23/2012	- 12/31/2013
6200	9/23/2012	- 9/22/2013
4300	9/23/2013	- 12/31/2014
6300	9/23/2013	- 9/22/2014

### **HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS**

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

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## SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in SECTION G of the basic contract apply to this TO, unless otherwise specified in this TO.

### CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.farsite.hill.af.mil/>.

252.201-7000 Contracting Officer's Representative Dec 1991

252.232-7003 Electronic Submission of Payment Requests Mar 2008

### ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the SeaPort-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual work assignment that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

### SPECIAL INVOICE INSTRUCTIONS

Each SLIN providing funding designates a specific project area/work area/Technical Instruction (TI)/Work Breakdown Structure (WBS) item. Tracking and reporting shall be accomplished at the project/work area/TI/WBS item level. Each identified project/work area/TI/WBS shall be invoiced by its associated SLIN and ACRN. If multiple ACRNs are associated with a single project/work area/TI/WBS, the contractor shall consult with the Contracting Officer Representative for additional invoicing instructions.

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

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

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

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

### SECURITY ADMINISTRATION

The highest level of security required under this TO is **SECRET** as designated on DD Form 254 attached hereto and made a part hereof. The Commander, Defense Security Service, Director of Industrial Security, Southern Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

### HQ G-2-0002 CONTRACT ADMINISTRATION DATA

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Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)**

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. The web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <https://wawftraining.eb.mil>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF.

Type of Document(s) (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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

Issue DODAAC	N00164
Admin DODAAC	S0514A
Pay Office DODAAC	HQ0338
Inspector DODAAC	N00164
Service Acceptor DODAAC	N00164

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Service Approver DODAAC      N00164  
Ship To DODAAC                      See Section F  
DCAA Auditor DODAAC              HAA245  
LPO DODAAC                            N/A  
Inspection Location                  See Section E  
Acceptance Location                  See Section E

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in 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 ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoice; 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 and Contracting Officer Representative. Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting officer Representative; or other methods agreed to by the Contracting Officer.

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted to WAWF.

Send Additional Email Notification To:

Contracting Officer Representative (COR)

██████████  
300 Highway 361, Bldg. 41SE  
Crane, IN 47522

████████████████████  
████████████████████

\*AND a copy to the Purchasing Office Representative:

████████████████████  
300 Hwy 361  
Crane, IN 47522  
████████████████████  
████████████████████

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

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(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number.

(End of Text)

### **CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) (JAN 2001)**

(a) Pursuant to FAR 42.1502, this task order is subject to DoD's Contractor Performance Assessment Rating System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract/task order. CPARS is located at <http://www.cpars.navy.mil/>. Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPAR. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a User ID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS. Name, Phone, E-mail Address.

### **GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES**

#### **Procuring Contracting Officer (PCO):**

██████████  
300 Hwy 361, Code CXCPK, Bldg 64  
Crane, IN 47522

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this TO, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

#### **Contract Specialist:**

(a) ██████████  
300 Hwy 361  
Code CXQM, Bldg 64  
Crane, IN 47522

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

#### **Contracting Officers Representative (COR):**

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(a) [REDACTED]  
300 Hwy 361  
Code 410.14, Bldg 41SE  
Crane, IN 47522  
[REDACTED]  
[REDACTED]

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the TO or to otherwise change any TO requirements. A copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided at contract award.

**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 proposed Level of Effort, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this TO:

"Approved Subcontractor List" included as part of proposal.

Accounting Data

SLINID	PR Number	Amount
410001	12380924	45152.00
LLA :		
A1 1711506 Y1CH 252 00019 0 050120 2D 000000 A00000641290		
Standard Number: N0001911RX00344 (AA)		
TI 001 Labor		
Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 4100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.		
410002	12370576	2000.00
LLA :		
A4 97X4930. NH1J 000 77777 0 000164 2F 000000 W5500GW544A0		
TI 001 Labor		
Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 4100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.		
410003	12297667	154848.00
LLA :		
A1 1711506 Y1CH 252 00019 0 050120 2D 000000 A00000641290		
Standard Number: N0001911RX00344 (AA)		
TI 001 Labor		
Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 4100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.		
410004	12369715	40000.00
LLA :		
A3 1711506 Y5BA 252 00019 0 050120 2D 000000 A10000839083		
Standard Number: N0001911RX01232 (AA)		
TI 002 Labor		
Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or		



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through the end date of the period of performance for CLIN 4100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

610001 12370573 8000.00

LLA :

A4 97X4930. NH1J 000 77777 0 000164 2F 000000 W5500GW544A0

TI 001 ODC

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

610002 12318449 7000.00

LLA :

A5 1711506 Y1CH 252 00019 0 050120 2D 000000 A00000603765

Standard Number: N0001911RX00167 (AA)

TI 001 ODC

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

610003 12369709 1160000.00

LLA :

A3 1711506 Y5BA 252 00019 0 050120 2D 000000 A10000839083

Standard Number: N0001911RX01232 (AA)

TI 002 ODC

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

610004 12287346 7000.00

LLA :

A5 1711506 Y1CH 252 00019 0 050120 2D 000000 A00000603765

Standard Number: N0001911RX00167 (AA)

TI 001 ODC

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

610006 12277090 529375.00

LLA :

A1 1711506 Y1CH 252 00019 0 050120 2D 000000 A00000641290

Standard Number: N0001911RX00344 (AA)

TI 001 ODC

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

610007 12287337 116000.00

LLA :

A2 1711804 4A5A 257 00019 0 050120 2D 000000 A00000590720

Standard Number: N0001911RX00093

TI 001 ODC

Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2011. The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

BASE Funding 2069375.00

Cumulative Funding 2069375.00

MOD 01

610004 12287346 (7000.00)

LLA :

A5 1711506 Y1CH 252 00019 0 050120 2D 000000 A00000603765

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Standard Number: N0001911RX00167 (AA)

TI 001 ODC

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

610007 12287337 (116000.00)

LLA :

A2 1711804 4A5A 257 00019 0 050120 2D 000000 A00000590720

Standard Number: N0001911RX00093

TI 001 ODC

Note: 10 U.S.C 2410a Authority does not apply. Funds expire 30 September 2011.

The Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2011.

MOD 01 Funding -123000.00

Cumulative Funding 1946375.00

MOD 02

410005 1300241745 75000.00

LLA :

A6 97X4930 NH1J 260 77777 0 050120 2F 000000 A10000996860

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.

Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 4100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

610008 1300241745 900000.00

LLA :

A6 97X4930 NH1J 260 77777 0 050120 2F 000000 A10000996860

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.

Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

MOD 02 Funding 975000.00

Cumulative Funding 2921375.00

MOD 03

410004 12369715 (40000.00)

LLA :

A3 1711506 Y5BA 252 00019 0 050120 2D 000000 A10000839083

Standard Number: N0001911RX01232 (AA)

TI 002 Labor

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 4100, whichever occurs first.

Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

410006 1300249665 20000.00

LLA :

A7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001056104

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.

Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 4100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

410007 1300249733 10000.00

LLA :

A8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001056665

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.

Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 4100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

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410008 1300249476 20000.00

LLA :

A9 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001054598

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 4100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

610003 12369709 (1160000.00)

LLA :

A3 1711506 Y5BA 252 00019 0 050120 2D 000000 A10000839083

Standard Number: N0001911RX01232 (AA)

TI 002 ODC

Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

610009 1300249665 480000.00

LLA :

A7 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001056104

Funding in support of TI-001.(ACRN Increase) Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

610010 1300249733 300000.00

LLA :

A8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001056665

Funding in support of TI-001. (ACRN Increase) Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

610011 1300249476 500000.00

LLA :

A9 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001054598

Funding in support of TI-001. (ACRN Increase) Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

MOD 03 Funding 130000.00

Cumulative Funding 3051375.00

MOD 04

410009 1300262545 30000.00

LLA :

B1 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001146187

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 4100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

410010 1300258780 50000.00

LLA :

B2 1721506 Y1CH 252 00019 0 050120 2D 000000 A00001119421

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 4100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

610012 1300262545 700000.00

LLA :

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B1 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001146187  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 30 September 2012, or through the end date of the period of  
performance for CLIN 6100, whichever occurs first. Contractor may continue to  
invoice after this date, but only for work performed during the applicable period.

610013 1300258780 250000.00

LLA :

B2 1721506 Y1CH 252 00019 0 050120 2D 000000 A0000119421  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 30 September 2012, or through the end date of the period of  
performance for CLIN 6100, whichever occurs first. Contractor may continue to  
invoice after this date, but only for work performed up through and including 30  
September 2012.

MOD 04 Funding 1030000.00  
Cumulative Funding 4081375.00

MOD 05

410011 1300268737 21600.00

LLA :

B3 2122093 0000 5U 5U04 2 016A0 00 255X 81B3A6 JDJT MIPR2F013J7233 B3A681 S12193  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Period of performance for this effort is March 2012 through September 2013. Funds  
expire 30 September 2013, or through the end date of the period of performance for  
CLIN 4100, whichever occurs first. Contractor may continue to invoice after this  
date, but only for work performed up through and including 30 September 2013.

410012 1300272632 20000.00

LLA :

B5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001213620  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 30 September 2012, or through the end date of the period of  
performance for CLIN 4100, whichever occurs first. Contractor may continue to  
invoice after this date, but only for work performed up through and including 30  
September 2012.

410013 1300272638 10000.00

LLA :

B6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001213820  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 30 September 2012, or through the end date of the period of  
performance for CLIN 4100, whichever occurs first. Contractor may continue to  
invoice after this date, but only for work performed up through and including 30  
September 2012.

410014 1300272184 110000.00

LLA :

B7 1721506 Y1CH 252 00019 0 050120 2D 000000 A00001211116  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 22 September 2012, or through the end date of the period of  
performance for CLIN 4100, whichever occurs first. Contractor may continue to  
invoice after this date, but only for work performed up through and including 22  
September 2012.

610014 1300268737 180000.00

LLA :

B3 2122093 0000 5U 5U04 2 016A0 00 255X 81B3A6 JDJT MIPR2F013J7233 B3A681 S12193  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Period of performance for this effort is March 2012 through September 2013. Funds  
expire 30 September 2013, or through the end date of the period of performance for  
CLIN 6100, whichever occurs first. Contractor may continue to invoice after this  
date, but only for work performed up through and including 30 September 2013.

610015 1300268520 500000.00

LLA :

B4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001185960  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 30 September 2012, or through the end date of the period of  
performance for CLIN 6100, whichever occurs first. Contractor may continue to

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invoice after this date, but only for work performed during the applicable period.

610016 1300272632 300000.00

LLA :

B5 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001213620

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

610017 1300272638 300000.00

LLA :

B6 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001213820

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

610018 1300272184 450000.00

LLA :

B7 1721506 Y1CH 252 00019 0 050120 2D 000000 A00001211116

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 22 September 2012, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 22 September 2012.

MOD 05 Funding 1891600.00

Cumulative Funding 5972975.00

MOD 06

420001 1300295941 30000.00

LLA :

B8 9700XXXX4930 NC1A 000 85004 0 050120 7T 000000 7RPD000000000

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 31 December 2012, or through the end date of the period of performance for CLIN 4200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 31 December 2012.

420002 1300296505 10000.00

LLA :

B9 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001343366

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2014, or through the end date of the period of performance for CLIN 4200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September December 2014.

620001 1300295941 770000.00

LLA :

B8 9700XXXX4930 NC1A 000 85004 0 050120 7T 000000 7RPD000000000

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 31 December 2012, or through the end date of the period of performance for CLIN 6200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 31 December 2012.

620002 1300296505 115000.00

LLA :

B9 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001343366

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2014, or through the end date of the period of performance for CLIN 6200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September December 2014.

MOD 06 Funding 925000.00

Cumulative Funding 6897975.00

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MOD 07

420003 1300284614 24000.00

LLA :

C1 2122020 A22 AJ 11 4 018VIR Q 253B 0 010194304 00 30001081 021001

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority is applicable.

Contractor may incur costs for work performed against this SLIN for 365 days from the effective date of modification 07, or through the end date of the period of performance for CLIN 4200, whichever occurs first. Contractor may continue to invoice after the ending date, but only for work performed during the applicable period.

420004 1300296533 7000.00

LLA :

C2 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001343475

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority is applicable.

Contractor may incur costs for work performed against this SLIN for 365 days from the effective date of modification 07, or through the end date of the period of performance for CLIN 4200, whichever occurs first. Contractor may continue to invoice after the ending date, but only for work performed during the applicable period.

420005 1300294349 10000.00

LLA :

C3 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001331154

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority is applicable.

Contractor may incur costs for work performed against this SLIN for 365 days from the effective date of modification 07, or through the end date of the period of performance for CLIN 4200, whichever occurs first. Contractor may continue to invoice after the ending date, but only for work performed during the applicable period.

620003 1300284614 200000.00

LLA :

C1 2122020 A22 AJ 11 4 018VIR Q 253B 0 010194304 00 30001081 021001

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority is applicable.

Contractor may incur costs for work performed against this SLIN for 365 days from the effective date of modification 07, or through the end date of the period of performance for CLIN 6200, whichever occurs first. Contractor may continue to invoice after the ending date, but only for work performed during the applicable period.

620004 1300296533 113000.00

LLA :

C2 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001343475

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority is applicable.

Contractor may incur costs for work performed against this SLIN for 365 days from the effective date of modification 07, or through the end date of the period of performance for CLIN 6200, whichever occurs first. Contractor may continue to invoice after the ending date, but only for work performed during the applicable period.

620005 1300294349 300000.00

LLA :

C3 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001331154

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority is applicable.

Contractor may incur costs for work performed against this SLIN for 365 days from the effective date of modification 07, or through the end date of the period of performance for CLIN 6200, whichever occurs first. Contractor may continue to invoice after the ending date, but only for work performed during the applicable period.

MOD 07 Funding 654000.00

Cumulative Funding 7551975.00

MOD 08

420006 1300312038 20000.00

LLA :

C4 1731804 4A5A 257 00019 0 050120 2D 000000 A00001468234

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Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 4200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

620006 1300312038 380000.00

LLA :

C4 1731804 4A5A 257 00019 0 050120 2D 000000 A00001468234

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 6200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

MOD 08 Funding 400000.00  
Cumulative Funding 7951975.00

MOD 09

420007 1300314956 80000.00

LLA :

C6 97X4930 NH1J 253 77777 0 050120 2F 000000 A10001491022

Standard Number: N0038313PXZA512

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 4200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

420008 1300322306 20000.00

LLA :

C5 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001533538

Standard Number: N0001913WX02861

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2015, or through the end date of the period of performance for CLIN 4200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2015.

620007 1300314956 820000.00

LLA :

C7 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001491022

Standard Number: N0038313PXZA512

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 6200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

620008 1300322306 200000.00

LLA :

C5 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001533538

Standard Number: N0001913WX02861

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2015, or through the end date of the period of performance for CLIN 6200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2015.

MOD 09 Funding 1120000.00  
Cumulative Funding 9071975.00

MOD 10 Funding 0.00  
Cumulative Funding 9071975.00

MOD 11 Funding 0.00  
Cumulative Funding 9071975.00

MOD 12

420009 1300317098 30000.00

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LLA :

C8 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001505101  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 9-30-2013, or through the end date of the period of performance for  
CLIN 4200, whichever occurs first. Contractor may continue to invoice after this  
date, but only for work performed up through and including 9-30-2013.

420010 1300331510 85000.00

LLA :

C9 9700XXXX4930 NC1A 000 85004 0 050120 7T 000000 7RPD00000000  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 9-30-2013, or through the end date of the period of performance for  
CLIN 4200, whichever occurs first. Contractor may continue to invoice after this  
date, but only for work performed up through and including 9-30-2013.

620009 1300317098 300000.00

LLA :

C8 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001505101  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 9-30-2013, or through the end date of the period of performance for  
CLIN 6200, whichever occurs first. Contractor may continue to invoice after this  
date, but only for work performed up through and including 9-30-2013.

620010 1300331510 1200000.00

LLA :

C9 9700XXXX4930 NC1A 000 85004 0 050120 7T 000000 7RPD00000000  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 9-30-2013, or through the end date of the period of performance for  
CLIN 6200, whichever occurs first. Contractor may continue to invoice after this  
date, but only for work performed up through and including 9-30-2013.

MOD 12 Funding 1615000.00  
Cumulative Funding 10686975.00

MOD 13

420011 1300335925 30000.00

LLA :

D1 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001622460  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 11-30-2013, or through the end date of the period of performance for  
CLIN 4200, whichever occurs first. Contractor may continue to invoice after this  
date, but only for work performed up through and including 9-22-2013.

420012 1300338777 12000.00

LLA :

D2 2112093 0000 5U 5U04 2 016A0 00 255Y 81B3A6 JDJT MIPR3E017J7143 B3A681 S12193  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 11-30-2013, or through the end date of the period of performance for  
CLIN 4200, whichever occurs first. Contractor may continue to invoice after this  
date, but only for work performed up through and including 9-22-2013.

620011 1300335925 100000.00

LLA :

D1 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001622460  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 11-30-2013, or through the end date of the period of performance for  
CLIN 6200, whichever occurs first. Contractor may continue to invoice after this  
date, but only for work performed up through and including 9-22-2013.

620012 1300335925 170000.00

LLA :

D1 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001622460  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.  
Funds expire 11-30-2013, or through the end date of the period of performance for  
CLIN 6200, whichever occurs first. Contractor may continue to invoice after this  
date, but only for work performed up through and including 9-22-2013.

620013 1300338777 100000.00

LLA :

D2 2112093 0000 5U 5U04 2 016A0 00 255Y 81B3A6 JDJT MIPR3E017J7143 B3A681 S12193



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Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 11-30-2013, or through the end date of the period of performance for CLIN 6200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 9-22-2013.

MOD 13 Funding 412000.00  
Cumulative Funding 11098975.00

MOD 14

410011 1300268737 (21600.00)

LLA :

B3 2122093 0000 5U 5U04 2 016A0 00 255X 81B3A6 JDJT MIPR2F013J7233 B3A681 S12193  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Period of performance for this effort is March 2012 through September 2013. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 4100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

410012 1300272632 (17854.51)

LLA :

B5 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001213620  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 4100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

410013 1300272638 (10000.00)

LLA :

B6 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001213820  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 4100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

410014 1300272184 (24498.83)

LLA :

B7 1721506 Y1CH 252 00019 0 050120 2D 000000 A00001211116  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 22 September 2012, or through the end date of the period of performance for CLIN 4100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 22 September 2012.

420013 1300342715 30000.00

LLA :

D3 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001670104  
TI-001. Funds expire at the end date of the period of performance for CLIN 4200 or the TI, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4200 or the TI, whichever occurs first. Only work uniquely and specifically identifiable to FMS Case AT-P-LEN is chargeable to this SLIN. Common support costs which benefit other customers may not be charged to this SL

610016 1300272632 (300000.00)

LLA :

B5 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001213620  
Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

620014 1300342715 100000.00

LLA :

D4 97X4930 NH1J 253 77777 0 050120 2F 000000 A20001670104  
TI-001. Funds expire at the end date of the period of performance for CLIN 6200 or the TI, whichever occurs first. Contractor may continue to invoice after this

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date, but only for work performed up through and including the end date of the period of performance for CLIN 6200 or the TI, whichever occurs first. Only work uniquely and specifically identifiable to FMS Case AT-P-LEN is chargeable to this SLIN. Common support costs which benefit other customers may not be charged to this SL

620015 1300342715 170000.00

LLA :

D3 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001670104

TI-001. Funds expire at the end date of the period of performance for CLIN 6200 or the TI, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 6200 or the TI, whichever occurs first. Only work uniquely and specifically identifiable to FMS Case AT-P-LEN is chargeable to this SLIN. Common support costs which benefit other customers may not be charged to this SL

MOD 14 Funding -73953.34  
Cumulative Funding 11025021.66

MOD 15

420015 1300353911 80000.00

LLA :

D5 1731804 4A5A 257 00019 0 050120 2D 000000 A00001752436

Funding in support of TI-001. (AEW Navy components for EA-68 6K POD ASSETS only)  
Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 23 September 2013, or through the end date of the period of performance for CLIN 4200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 23 September 2013.

620016 1300353911 320000.00

LLA :

D5 1731804 4A5A 257 00019 0 050120 2D 000000 A00001752436

Funding in support of TI-001. (AEW Navy components for EA-68 6K POD ASSETS only)  
Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 23 September 2013, or through the end date of the period of performance for CLIN 6200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 23 September 2013.

MOD 15 Funding 400000.00  
Cumulative Funding 11425021.66

MOD 16

420016 1300359054 200000.00

LLA :

D6 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001787274

Standard Number: N0038313PXZA512 (AA)

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 4200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

610017 1300272638 (300000.00)

LLA :

B6 97X4930 NH1J 252 77777 0 050120 2F 000000 A00001213820

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2012.

620017 1300359054 800000.00

LLA :

D6 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001787274

Standard Number: N0038313PXZA512 (AA)

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2013, or through the end date of the period of

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performance for CLIN 6200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

MOD 16 Funding 700000.00  
Cumulative Funding 12125021.66

MOD 17

430001 130034936900001 160000.00

LLA :

D7 9700XXXX4930 NC1A 000 85004 0 050120 7R 000000 7PPD00000000

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire at the end date of the period of performance for CLIN 4300 or the TI, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 4300 or the TI, whichever occurs first.

630001 130034936900002 1440000.00

LLA :

D7 9700XXXX4930 NC1A 000 85004 0 050120 7R 000000 7PPD00000000

Funding in support of TI-002, Subtask A. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire at the end date of the period of performance for CLIN 6300 or the TI, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including the end date of the period of performance for CLIN 6300 or the TI, whichever occurs first.

MOD 17 Funding 1600000.00  
Cumulative Funding 13725021.66

MOD 18 Funding 0.00  
Cumulative Funding 13725021.66

MOD 19

430002 130038664200002 200000.00

LLA :

D8 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001991853

Contractor may NOT perform against this SLIN after 22 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

430003 130038819400002 18000.00

LLA :

D9 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002011166

Only effort uniquely & specifically identifiable to FMS CASE AT-P-LEN is chargeable to this SLIN. Common support costs which benefit other customers may not be charged to this SLIN. Contractor may NOT perform against this SLIN after 22 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

430004 130038811100002 50000.00

LLA :

E1 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002007635

Only effort uniquely & specifically identifiable to FMS CASE AT-P-LEN is chargeable to this SLIN. Common support costs which benefit other customers may not be charged to this SLIN. Contractor may NOT perform against this SLIN after 31 December 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

630002 130039361800001 97314.00

LLA :

E2 1741804 4A5A 257 00019 0 050120 2D 000000 A00002051707

Contractor may NOT perform against this SLIN after 31 December 2013. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

630003 130038664200001 1000000.00

LLA :

D8 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001991853

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Contractor may NOT perform against this SLIN after 22 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

630004 130038811300001 85000.00

LLA :

E3 97X4930 NH1J 253 77777 0 050120 2F 000000 A10002007637

Contractor may NOT perform against this SLIN after 22 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

630005 130038819400001 132000.00

LLA :

D9 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002011166

Only effort uniquely & specifically identifiable to FMS CASE AT-P-LEN is chargeable to this SLIN. Common support costs which benefit other customers may not be charged to this SLIN. Contractor may NOT perform against this SLIN after 22 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

630006 130038811100001 350000.00

LLA :

E1 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002007635

Only effort uniquely & specifically identifiable to FMS CASE AT-P-LEN is chargeable to this SLIN. Common support costs which benefit other customers may not be charged to this SLIN. Contractor may NOT perform against this SLIN after 22 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 19 Funding 1932314.00

Cumulative Funding 15657335.66

MOD 20

430005 130039793900002 200000.00

LLA :

E4 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002080198

Contractor may NOT perform against this SLIN after 31 December 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

630007 130039793900001 1600000.00

LLA :

E4 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002080198

Standard Number: N0038314PXZA512 (AA)

Contractor may NOT perform against this SLIN after 22 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 20 Funding 1800000.00

Cumulative Funding 17457335.66

MOD 21

630008 130040074000002 350000.00

LLA :

E5 97X4930 NH1J 253 77777 0 050120 2F 000000 A10002102230

Standard Number: N0001914WX02182

Contractor may NOT perform against this SLIN after 30 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 21 Funding 350000.00

Cumulative Funding 17807335.66

MOD 22

630009 130040944900001 300000.00

LLA :

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E6 1741804 4A5A 257 00019 0 050120 2D 000000 A00002174569

Standard Number: N0001914PR03593

Contractor may NOT perform against this SLIN after 22 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 22 Funding 300000.00

Cumulative Funding 18107335.66

MOD 23

430006 130041933700002 30000.00

LLA :

E7 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002246701

Only effort uniquely & specifically identifiable to FMS CASE AT-P-LEN is chargeable to this SLIN. Common support costs which benefit other customers may not be charged to this SLIN. Contractor may NOT perform against this SLIN after 31 December 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

430007 130041794300002 117000.00

LLA :

E8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002237127

Contractor may NOT perform against this SLIN after 31 December 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

630010 130041933700001 150000.00

LLA :

E7 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002246701

Standard Number: N0001914WX01264 (AA)

Only effort uniquely & specifically identifiable to FMS CASE AT-L-PEN is chargeable to this SLIN. Common support costs which benefit other customers may not be charged to this SLIN. Contractor may NOT perform against this SLIN after 22 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

630011 130041794300001 857707.00

LLA :

E8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002237127

Standard Number: N0038314PXZA512

Contractor may NOT perform against this SLIN after 22 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 23 Funding 1154707.00

Cumulative Funding 19262042.66

MOD 24

430008 130042197300001 60755.00

LLA :

E9 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002268325

Contractor may NOT perform against this SLIN after 22 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

430009 130041997600002 163283.00

LLA :

F1 1741804 4A5A 257 00019 0 050120 2D 000000 A00002252883

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

630012 130041997600001 1197403.00

LLA :

F1 1741804 4A5A 257 00019 0 050120 2D 000000 A00002252883

Contractor may NOT perform against this SLIN after 22 September 2014. Contractor may continue to invoice after this date, but only for work performed through and

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including the aforementioned date.

MOD 24 Funding 1421441.00  
Cumulative Funding 20683483.66

MOD 25

430008 130042197300001 (60755.00)

LLA :

E9 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002268325

Contractor may NOT perform against this SLIN after 22 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 25 Funding -60755.00  
Cumulative Funding 20622728.66

MOD 26 Funding 0.00  
Cumulative Funding 20622728.66

MOD 27 Funding 0.00  
Cumulative Funding 20622728.66

MOD 28

420016 130035905400002 (75652.74)

LLA :

D6 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001787274

Standard Number: N0038313PXZA512 (AA)

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.

Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 4200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

620017 130035905400001 (545286.15)

LLA :

D6 97X4930 NH1J 253 77777 0 050120 2F 000000 A00001787274

Standard Number: N0038313PXZA512 (AA)

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.

Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 6200, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

MOD 28 Funding -620938.89  
Cumulative Funding 20001789.77

MOD 29

430006 130041933700002 (30000.00)

LLA :

E7 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002246701

Only effort uniquely & specifically identifiable to FMS CASE AT-P-LEN is chargeable to this SLIN. Common support costs which benefit other customers may not be charged to this SLIN. Contractor may NOT perform against this SLIN after 31 December 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

610014 130026873700001 (180000.00)

LLA :

B3 2122093 0000 5U 5U04 2 016A0 00 255X 81B3A6 JDJT MIPR2F013J7233 B3A681 S12193

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply.

Period of performance for this effort is March 2012 through September 2013. Funds expire 30 September 2013, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed up through and including 30 September 2013.

610015 130026852000001 (50064.66)

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LLA :

B4 97X4930 NH1J 251 77777 0 050120 2F 000000 A00001185960

Funding in support of TI-001. Note: 10 U.S.C. 2410a Authority does NOT apply. Funds expire 30 September 2012, or through the end date of the period of performance for CLIN 6100, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

MOD 29 Funding -260064.66  
Cumulative Funding 19741725.11

MOD 30

430005 130039793900002 (47308.16)

LLA :

E4 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002080198

Contractor may NOT perform against this SLIN after 31 December 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

430007 130041794300002 (117000.00)

LLA :

E8 97X4930 NH1J 251 77777 0 050120 2F 000000 A00002237127

Contractor may NOT perform against this SLIN after 31 December 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

630007 130039793900001 (293262.28)

LLA :

E4 97X4930 NH1J 253 77777 0 050120 2F 000000 A00002080198

Standard Number: N0038314PXZA512 (AA)

Contractor may NOT perform against this SLIN after 22 September 2014. Contractor may continue to invoice after this date, but only for work performed through and including the aforementioned date.

MOD 30 Funding -457570.44  
Cumulative Funding 19284154.67

MOD 31

430009 130041997600002 (163283.00)

LLA :

F1 1741804 4A5A 257 00019 0 050120 2D 000000 A00002252883

2410(a) funds expire for this SLIN 365 days from effective date of above modification, or through POP date identified in Section F, whichever occurs first. Contractor may continue to invoice after this date, but only for work performed during the applicable period.

MOD 31 Funding -163283.00  
Cumulative Funding 19120871.67

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

All provisions and clauses in SECTION H of the basic contract apply to this TO, unless otherwise specified in this TO.

### TO ORDER RATES

The following rates have been approved for this TO.

Annual Labor Escalation: [REDACTED] per year

Maximum Pass-Thru Rate: [REDACTED] on Subcontractor Costs, Total Pass-Thru not to exceed [REDACTED]

Maximum Fixed Fee: [REDACTED] on Prime Costs

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

### NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APRIL 1999)

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

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

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

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

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

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

### NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT means the Department of the Navy.



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(b) **REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR)** All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) **REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION** All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) **NATIONAL STOCK NUMBERS** Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

**NAVSEA 5252.245-9108 GOVERNMENT FURNISHED PROPERTY (SEP 1990)**

The Government will provide only that property set forth below, notwithstanding any term or condition of this task order to the contrary. Upon Contractor's written request to the cognizant COR, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this task order:

\* To be identified upon issuance of each Technical Instruction (TI).

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

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

(b) Of the total man-hours of direct labor set forth above, it is estimated that     0     (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 0 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would

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result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) 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 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.

## **H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION**

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The following types of insurance are required in accordance with the clause entitled. Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

1. Bodily injury liability insurance coverage shall be written on the comprehensive form of policy of at least \$500,000 per occurrence.
2. Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
3. Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum of \$100,000.

**H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)**

The applicable Service Contract Wage Determinations by the Secretary of Labor are provided as Exhibit C - Wage Determination in Section J.

**HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)**

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.

(b) The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contract effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

**CONFORMANCE WITH THE ENVIRONMENTAL MANAGEMENT SYSTEM**

The Contractor shall perform work under this contract, at the installation or at the Contractor site, consistent with the policy and objectives identified in the installation's Environmental Management System (EMS) and applicable rules and regulations provided to the contractor as Government Furnished Information (GFI). The Contractor shall perform work in a manner that conforms to objectives and targets, environmental programs and operational controls identified by the EMS. The Contractor shall provide monitoring and measurement information as required by the EMS coordinator (Environmental Protection Manager) to address environmental performance relative to environmental, energy, and transportation management goals.

In the event an EMS nonconformance or environmental noncompliance associated with the contracted services, tasks, or actions occurs, the Contractor shall be responsible for coordinating with the installation's Environmental Protection office on proposed corrective and/or preventive actions and for completing all corrective/preventive actions as required by the EMS coordinator or the Environmental Protection Office. In addition, the Contractor shall ensure its employees are aware of their roles and responsibilities under the EMS and Environmental laws and regulations, and how these EMS roles and responsibilities affect work performed under the contract.

The Contractor shall be responsible for ensuring their employees receive applicable environmental and occupational health and safety training, and maintain regulatory-required specific training for the type of work to be conducted. All Contractor personnel, and their subcontractor personnel, performing tasks that have the potential to cause an environmental impact shall be competent on the basis of appropriate education, training or experience. Upon contract award, the Government will provide EMS Awareness and Environmental Awareness training on CD to the Contractor. The contractor shall provide the EMS coordinator with all training records required by the EMS coordinator or the Environmental Protection Office (including but not limited to EMS training, waste water treatment certifications, asbestos certifications, etc.) for all contractor personnel and subcontractor personnel within 30 days prior to performance or at time of contract award whichever comes first and annually thereafter. The installation EMS Coordinator will retain associated records.

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**Section H, SPECIAL INSTRUCTIONS:**

RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS . . . . .(May 2012)

If this contract includes the clause "FAR 52.204-9 Personal Identity Verification of Contractor Personnel" or will otherwise require frequent access to NSA/NSWC Crane site, the Contractor shall consider taking advantage of the benefits available from the following RAPIDGate program:

NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry.

The new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

There are costs for contractors to participate in the RAPIDGate program which include a fee for the Contractor's form and a fee per Contractor employee. Costs to participating Contractor's are recaptured through increased productivity of their employees due to the reduction in waiting times at the Pass and Identification Office and Entry Control Point (ECP). Costs shall not be directly billed to the Government. The costs to participate in the RAPIDGate program are identified in the table below.

A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer (KO).

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.

NSA/NSWC Crane RAPIDGate Primary Program Point of Contact is [REDACTED], and can be reached at [REDACTED]. NSA/NSWC Crane RAPIDGate Secondary Program Point of Contact is [REDACTED], and can be reached at [REDACTED]

Additional information is available at <http://www.rapidgate.com/rapidgate>

RAPIDGate Pricing—(Subject to change without notice):

<u>Program</u>	<u>Enrollment</u>	<u>Price</u>
Single Installation	Company	\$199.99 annually
Single Installation	Employee	\$159.00 annually
Enterprise (Multiple installations)	Company	\$249.00 annually - 2 or more installations

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Enterprise (Multiple installations)	Employee	\$199.00 annually 2 or more installations
90 day Option	Employee	\$59.00 per 90 days
Replacement Credential	Employee	\$30.00 per credential

(end of clause)

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## SECTION I CONTRACT CLAUSES

**All provisions and clauses in SECTION I of the basic contract apply to this TO, unless otherwise specified in this TO.**

### **CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address (es): <http://www.farsite.hill.af.mil/>

- 52.202-1 Definitions (Dec 2001)
- 52.203-3 Gratuities (Apr 1984)
- 52.203-5 Covenant Against Contingent Fees (Apr 1984)
- 52.203-6 Restrictions on Subcontractor Sales to the Government (Jul 1995)
- 52.203-7 Anti-Kickback Procedures (Oct 2010)
- 52.203-13 Contractor Code of Business Ethics and Conduct (Apr 2010)
- 52.203-14 Display of Hotline Poster(s) (Dec 2007)
- 52.203-16 Preventing Personal Conflicts of Interest (Dec 2011)
- 52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007)
- 52.204-10 Reporting Subcontract Awards (Sep 2007)
- 52.211-15 Defense Priority and Allocation Requirements (Apr 2008)
- 52.215-14 Integrity of Unit Prices (Oct 2010)
- 52.215-16 Facilities Capital Cost of Money (Oct 2010)
- 52.215-20 Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data Alt III  
(Oct 2010)
- 52.222-41 Service Contract Act of 1965 (Nov 2007)
- 52.223-14 Toxic Chemical Release Reporting (Aug 2003)
- 52.227-1 Authorization and Consent (Dec 2007)
- 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement (Dec 2007)
- 52.228-7 Insurance--Liability to Third Persons (Mar 1996)
- 52.232-17 Interest (Oct 2010)
- 52.232-20 Limitation of Cost (Apr 1984)
- 52.232-22 Limitation of Funds (Apr 1984)
- 52.232-23 Assignment of Claims (Jan 1986)
- 52.232-25 Prompt Payment (Oct 2008)
- 52.232-33 Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003)
- 52.233-1 Disputes (Jul 2002)
- 52.233-3 Protest After Award (Aug 1996)
- 52.233-4 Applicable Law for Breach of Contract Claim (Oct 2004)
- 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
- 52.237-3 Continuity of Services (Jan 1991)
- 52.242-1 Notice of Intent to Disallow Costs (Apr 1984)
- 52.242-13 Bankruptcy (Jul 1995)
- 52.243-2 Changes--Cost Reimbursement Alt II (Apr 1984)
- 52.244-5 Competition in Subcontracting (Dec 1996)
- 52.245-1 Government Property (Aug 2010)
- 52.246-25 Limitation of Liability -- Services (Feb 1997)
- 52.248-1 Value Engineering (Oct 2010)
- 52.249-6 Termination (Cost-Reimbursement) (May 2004)
- 52.251-1 Government Supply Sources (Aug 2010)
- 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies (Dec 2008)
- 252.203-7002 Requirement to Inform Employees of Whistleblower Rights (Jan 2009)
- 252.204-7003 Control of Government Personnel Work Product (Apr 1992)
- 252.204-7008 Export-Controlled Items (APR 2010)
- 252.209-7002 Disclosure of Ownership or Control by a Foreign Government (Jun 2010)

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252.209-7004 Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country (Dec

2006)

252.223-7004 Drug-Free Work Force (Sep 1988)

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials (Apr 1993)

252.225-7012 Preference for Certain Domestic Commodities (Jun 2010)

252.225-7031 Secondary Arab Boycott of Israel (Jul 2005)

252.227-7013 Rights in Technical Data – Noncommercial Items (Nov 1995)

252.227-7014 Rights in Noncommercial Computer Software and

Noncommercial Computer Software Documentation (Jun

1995)

252.227-7016 Rights to Bid and Proposal Information (Jun 1995)

252.227-7017 Identification and Assertion of Use, Release, or Disclosure restrictions (Jun 1995)

252.227-7019 Validation of Asserted Restrictions – Computer Software (Jun 1995)

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information with Restrictive

Legends

(MAR 2011

252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (Jun 1995)

252.227-7030 Technical Data--Withholding of Payment (Mar 2000)

252.227-7037 Validation of Restrictive Markings on Technical Data. (Sep 1999)

252.227-7038 Patent Rights – Ownership by the Contractor (Dec 2007)

252.232-7010 Levies on Contract Payments (Dec 2006)

252.242-7004 Material Management and Accounty System (Jul 2009)

252.243-7002 Request for Equitable Adjustment (Mar 1998)

252.247-7023 Transportation of Supplies by Sea (May 2002)

#### **52.217-8 - OPTION TO EXTEND SERVICE (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

#### **FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)**

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

#### **ITEM(S) LATEST OPTION EXERCISE DATE:**

4100 No later than 12 months after the TO Award date.

4200 No later than 24 months after the TO Award date.

4300 No later than 36 months after the TO Award date.

6100 No later than 12 months after the TO Award date.

6200 No later than 24 months after the TO Award date.

6300 No later than 36 months after the TO Award date.

#### **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 (**authorized overtime is IAW offeror's proposal and includes prime and subcontractor burdened overtime**) 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;

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- (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.

**252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)**

Use the following clause in all contracts in excess of \$1 million utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act (Pub. L. 111-118), except in contracts for the acquisition of commercial items and commercially available off-the-shelf items.

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

- (i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or
- (ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.



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(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

**52.223-18 -- Contractor Policy to Ban Text Messaging While Driving.  
Contractor Policy to Ban Text Messaging While Driving (Sep 2010)**

(a) Definitions. As used in this clause--

“Driving”—

(1) Means operating a motor vehicle on an active roadway with the motor running, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.

(2) Does not include operating a motor vehicle with or without the motor running when one has pulled over to the side of, or off, an active roadway and has halted in a location where one can safely remain stationary.

“Text messaging” means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include glancing at or listening to a navigational device that is secured in a commercially designed holder affixed to the vehicle, provided that the destination and route are programmed into the device either before driving or while stopped in a location off the roadway where it is safe and legal to park.

(b) This clause implements Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving, dated October 1, 2009.

(c) The Contractor should—

(1) Adopt and enforce policies that ban text messaging while driving—

(i) Company-owned or -rented vehicles or Government-owned vehicles; or

(ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

(2) Conduct initiatives in a manner commensurate with the size of the business, such as—

(i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

(ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(d) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts that exceed the micro-purchase threshold.

(End of clause)

**52.244-2 SUBCONTRACTS (OCT 2010) - ALTERNATE I (JUNE 2007)**

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

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“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing the following subcontracts:

**CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE BASIC CONTRACT PROPOSAL. FOR ADDING TEAM MEMBERS TO THE TASK ORDER AFTER AWARD, THE TASK ORDER CONTRACTING OFFICER’S APPROVAL IS REQUIRED. THE TASK ORDER CONTRACTING OFFICER WILL DETERMINE THE DOCUMENTATION TO BE SUBMITTED BY THE CONTRACTOR FOR APPROVAL.**

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor’s current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor’s Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor’s certified cost or pricing data in determining the price objective and in negotiating the final price;

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(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations: \_

ALL SUBCONTRACTORS SUBMITTED WITH THE BASIC CONTRACT PROPOSAL OR PROPOSALS SUBMITTED IN RESPONSE TO TASK ORDER SOLICITATIONS.

(End of Clause)

**FAR 52.228-3, Workers' Compensation Insurance (Defense Base Act) (Apr 1984)**

The Contractor shall:

(a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and

(b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - QASP

Attachment 2 - Approved Subcontractor Spreadsheet

Attachment 3 - Gov. Estimated LOE

Attachment 4 - Prime Cost Summary Format

Attachment 5 - Subcontractor Cost Summary Format

Attachment 6 - Sample TI 001

Attachment 7 - Sample TI 002

Attachment 8 - Sample TI 002 Supporting Document

Attachment 9 - ROM Template

Attachment 10 - IPV GFE List

Exhibit A - CDRLs A001-A005

Exhibit B - DD254

Exhibit C - Wage Determination (Rev 12)

Exhibit D - IPV Parts

Exhibit E - CDRL A006 - Bin Scan Report