

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
433. EFFECTIVE DATE
01-Jul-20194. REQUISITION/PURCHASE REQ. NO.
USFFDTPSREQ5. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00189

7. ADMINISTERED BY (If other than Item 6)

CODE

S0701A

NAVSUP FLC Norfolk, Code 200
1968 Gilbert Street Ste 600
Norfolk VA 23511-3392DCMA HARTFORD
130 DARLIN STREET
EAST HARTFORD CT 06108-3234

SCD: C

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

SCIENCE APPLICATIONS INTERNATIONAL CORP
12010 Sunset Hills Road
Reston VA 20190

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119-FK02

10B. DATED (SEE ITEM 13)

30-Apr-2015

CAGE CODE
6XWA8

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[]

[] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
FAR 52.243-2

[] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] 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)

28-Jun-2019

BY

(Signature of Contracting Officer)

28-Jun-2019

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to increase the scope of CLIN 7021 based on changes to the PWS that include: an increase of one (1) Aviation Fleet Training Technologies SME Plans and Resources Support Senior Program Analyst, increase one (1) Electronic Warfare (EW) Fleet Training Policy and Standards Support FTE position from Program Analyst to Senior Program Analyst, and increase one (1) Ballistic Missile Defense (BMD) Support FTE from Training SME to Senior Training SME in support of CLIN 7021 during option year IV. Additionally, \$45,000 is being realigned from CLIN 7016 to 9016. All other terms and conditions remain the same. 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 increased from \$119,281,310.10 by \$0.00 to \$119,281,310.10.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
701604	O&MN,N	1,000,000.00	(45,000.00)	955,000.00
901603	O&MN,N	0.00	45,000.00	45,000.00

The total value of the order is hereby increased from \$129,596,529.56 by \$244,171.96 to \$129,840,701.52.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7016	20,302,801.72	(45,000.00)	20,257,801.72
7021	20,807,079.42	244,171.96	21,051,251.38
9016	341,406.00	45,000.00	386,406.00

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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
7000	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to USFF and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$15,823,204.60
700001	D399	(O&MN,N)					
700002	D399	(O&MN,N)					
700003	D399	(O&MN,N)					
7001	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to CNMOC/METOC and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$314,549.00
7002	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to TTGP and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$227,625.55

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7003	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to COMPACFLT and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$1,870,279.50
700301	D399	(O&MN,N)					
700302	D399	(O&MN,N)					
7004	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to Joint National Training Capability and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$3,067,584.00
7005	D399	Contractor shall Phase-In in accordance with section C.7.6 of the PWS. (O&MN,N) Option	1.0	LO	██████████	██████████	\$1,973,480.00
7006	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to USFF and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$17,746,148.88
700601	D399	Incremental Funding for Exercising Option 1. Remainder due by December					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		1, 2016. (O&MN,N)					
700602	D399	(O&MN,N)					
7007	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to CNMOC/METOC and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$492,335.96
700701	D399	(O&MN,N)					
700702	D399	(O&MN,N)					
7008	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to TTGP and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$382,452.64
7009	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to COMPACFLT and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$2,129,712.17
700901	D399	Incrementally Funded for Exercising Option 1. Remainder due by December 1, 2016. (O&MN,N)					
700902	D399	CLIN fully funded. (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7010	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to Joint National Training Capability and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$3,382,261.93
7011	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to USFF and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$18,783,710.06
701101	D399	(O&MN,N)					
7012	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to CNMOC/METOC and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$520,894.76
701201	D399	(O&MN,N)					
7013	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite	1.0	LO	██████████	██████████	\$405,581.96

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Performance Work Statement. Support under this CLIN shall be provided to TTGP and its corresponding commands and activities. (O&MN,N)					
7014	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to COMPACFLT and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$1,677,243.26
701401	D399	(O&MN,N)					
701402	D399	(O&MN,N)					
7015	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to Joint National Training Capability and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$3,547,286.15
701501	D399	(O&MN,N)					
7016	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to USFF and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$20,257,801.72

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
701601	D399	(O&MN,N)					
701602	D399	(O&MN,N)					
701603	D399	(O&MN,N)					
701604	D399	(O&MN,N)					
7017	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to CNMOC/METOC and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$524,785.96
701701	D399	(O&MN,N)					
7018	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to TTGP and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$409,523.64
7019	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to COMPACFLT and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$1,580,315.63
701901	D399	PACFLT (O&MN,N)					
701902	D399	NAWDC C5I (O&MN,N)					
701903	D399	NAWDC JTACI (O&MN,N)					

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
701904	D399	NAWDC JTACI (O&MN,N)					
7020	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to Joint National Training Capability and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$3,448,061.29
7021	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to USFF and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$21,051,251.38
702101	D399	(O&MN,N)					
7022	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to CNMOC/METOC and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$502,225.08
7023	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite	1.0	LO	██████████	██████████	\$413,638.60

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Performance Work Statement. Support under this CLIN shall be provided to TTGP and its corresponding commands and activities. (O&MN,N)					
702301	D399	(O&MN,N)					
7024	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to COMPACFLT and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$1,735,133.06
702401	D399	(O&MN,N)					
702402	D399	(O&MN,N)					
702403	D399	(O&MN,N)					
7025	D399	Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to Joint National Training Capability and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$3,418,581.96
702501	D399	(O&MN,N)					
7026	D399	Contractor shall furnish the labor necessary for the accomplishment of required Strike Group Interoperability Training Requirement (SGITR) East support and Quantitative Fleet Feedback (QFF) support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work	1.0	LO	██████████	██████████	\$297,441.22

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		Statement. Support under this CLIN shall be provided to USFF and its corresponding commands and activities. (O&MN,N)					
7027	D399	Contractor shall furnish the labor necessary for the accomplishment of required Pacific Fleet Strike Group Interoperability Training Requirement (SGITR) Program support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to USFF and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$157,516.96
702701	D399	(O&MN,N)					
7028		Contractor shall furnish the labor necessary for the accomplishment of required Fleet Deployment Training Program Surge Support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to USFF and its corresponding commands and activities.					\$166,415.78
702801	D399	FY16 funds provided for Bold Alligator Surge Support Labor. Period of Performance: 15 - 25 August 2016. (O&MN,N)	1.0	LO	██████████	██████████	\$166,415.78
7029	D399	Option II: Contractor shall furnish the labor necessary for the accomplishment of required Strike Group Interoperability Training Requirement (SGITR) East support and Quantitative Fleet Feedback (QFF) support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to USFF and its	1.0	LO	██████████	██████████	\$353,987.04

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		corresponding commands and activities. (O&MN,N)					
702901	D399	(O&MN,N)					
7030	D399	OPTION II: Contractor shall furnish the labor necessary for the accomplishment of required Pacific Fleet Strike Group Interoperability Training Requirement (SGITR) Program support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to USFF and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$162,427.19
703001	D399	(O&MN,N)					
7031	D399	Contractor shall furnish the labor necessary for the accomplishment of required Strike Group Interoperability Training Requirement (SGITR) East support and Quantitative Fleet Feedback (QFF) support tasks in accordance with the terms and conditions of this contract and as identified in the requisite OPTION III: Performance Work Statement. Support under this CLIN shall be provided to USFF and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$388,769.85
703101	D399	(O&MN,N)					
7032	D399	OPTION III: Contractor shall furnish the labor necessary for the accomplishment of required Pacific Fleet Strike Group Interoperability Training Requirement (SGITR) Program support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to USFF and its	1.0	LO	██████████	██████████	\$164,045.68

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		corresponding commands and activities. (O&MN,N)					
7033	D399	Contractor shall furnish the labor necessary for the accomplishment of required Strike Group Interoperability Training Requirement (SGITR) East support and Quantitative Fleet Feedback (QFF) support tasks in accordance with the terms and conditions of this contract and as identified in the requisite OPTION IV: Performance Work Statement. Support under this CLIN shall be provided to USFF and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$392,873.29
703301	D399	(O&MN,N)					
7034	D399	OPTION IV: Contractor shall furnish the labor necessary for the accomplishment of required Pacific Fleet Strike Group Interoperability Training Requirement (SGITR) Program support tasks in accordance with the terms and conditions of this contract and as identified in the requisite Performance Work Statement. Support under this CLIN shall be provided to USFF and its corresponding commands and activities. (O&MN,N)	1.0	LO	██████████	██████████	\$165,675.82
703401	D399	(O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	D399	ODC in support of CLIN 7000 (O&MN,N)	1.0	LO	\$268,057.00
9001	D399	ODC in support of CLIN 7001 (O&MN,N)	1.0	LO	\$4,028.00
9002	D399	ODC in support of CLIN 7002 (O&MN,N)	1.0	LO	\$18,100.00
900201	D399	(O&MN,N)			
9003	D399	ODC in support of CLIN 7003 (O&MN,N)	1.0	LO	\$137,201.35
900301	D399	(O&MN,N)			
900302	D399	(O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9004	D399	ODC in support of CLIN 7004 (O&MN,N)	1.0	LO	\$268,123.00
9005	D399	ODC in support of CLIN 7005 (O&MN,N)	1.0	LO	\$0.00
		Option			
9006	D399	ODC in support of CLIN 7006 (O&MN,N)	1.0	LO	\$467,346.00
900601	D399	Incrementally Funded ODC for Option one. Remainder due by December 1, 2016. (O&MN,N)			
900602	D399	Incremental Funding for Travel (O&MN,N)			
900603	D399	(O&MN,N)			
900604	D399	(O&MN,N)			
9007	D399	ODC in support of CLIN 7007 (O&MN,N)	1.0	LO	\$4,017.00
9008	D399	ODC in support of CLIN 7008 (O&MN,N)	1.0	LO	\$18,052.00
900801	D399	Incrementally Funded ODC for Exercising Option 1. Remainder is due July 14, 2016. (O&MN,N)			
900802	D399	(O&MN,N)			
9009	D399	ODC in support of CLIN 7009 (O&MN,N)	1.0	LO	\$214,751.00
900901	D399	Incrementally Funding for Exercising Option 1. Supplemented incremental funding in the amount of \$100,000.00 due April 25, 2016. Remaining amount of \$104,751.00 due December 1, 2016. (O&MN,N)			
900902	D399	Incrementally Funded to complete funding for the duration of the Period of Performance. (O&MN,N)			
9010	D399	ODC in support of CLIN 7010 (O&MN,N)	1.0	LO	\$237,810.00
901001	D399	(O&MN,N)			
901002	D399	(O&MN,N)			
901003	D399	(O&MN,N)			
9011	D399	ODC in support of CLIN 7011 (O&MN,N)	1.0	LO	\$391,838.00
901101	D399	(O&MN,N)			
901102	D399	(O&MN,N)			
9012	D399	ODC in support of CLIN 7012 (O&MN,N)	1.0	LO	\$4,009.00
9013	D399	ODC in support of CLIN 7013 (O&MN,N)	1.0	LO	\$18,017.00
9014	D399	ODC in support of CLIN 7014 (O&MN,N)	1.0	LO	\$214,343.00
901401	D399	(O&MN,N)			
901402	D399	(O&MN,N)			
9015	D399	ODC in support of CLIN 7015 (O&MN,N)	1.0	LO	\$169,586.00
901501	D399	(O&MN,N)			
9016	D399	ODC in support of CLIN 7016 (O&MN,N)	1.0	LO	\$386,406.00
901601	D399	(O&MN,N)			
901602	D399	(O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
901603	D399	(O&MN,N)			
9017	D399	ODC in support of CLIN 7017 (O&MN,N)	1.0	LO	\$4,003.00
901701	D399	(O&MN,N)			
9018	D399	ODC in support of CLIN 7018 (O&MN,N)	1.0	LO	\$17,988.00
9019	D399	ODC in support of CLIN 7019 (O&MN,N)	1.0	LO	\$213,996.00
9020	D399	ODC in support of CLIN 7020 (O&MN,N)	1.0	LO	\$117,396.00
9021	D399	ODC in support of CLIN 7021 (O&MN,N)	1.0	LO	\$266,406.00
9022	D399	ODC in support of CLIN 7022 (O&MN,N)	1.0	LO	\$4,003.00
9023	D399	ODC in support of CLIN 7023 (O&MN,N)	1.0	LO	\$17,988.00
902301	D399	Funding only (O&MN,N)			
9024	D399	ODC in support of CLIN 7024 (O&MN,N)	1.0	LO	\$213,996.00
9025	D399	ODC in support of CLIN 7025 (O&MN,N)	1.0	LO	\$117,396.00
9026	D399	ODC in support of CLIN 7000 (O&MN,N)	1.0	LO	\$23,103.60
902601	D399	INCREMENTAL FUNDING (O&MN,N)			
9027	D399	ODC in support of CLIN 7001 (O&MN,N) (O&MN,N)	1.0	LO	\$1,400.00
902701	D399	INCREMENTAL FUNDING (O&MN,N)			
9028	D399	Additional ODC in support of CLIN 7020 (O&MN,N)	1.0	LO	\$60,000.00

B-1 LEVEL OF EFFORT (CPFF)

(a) The level of effort for the performance of the contract resulting from this solicitation during the 12 month base period is based upon [REDACTED] estimated man-hours of direct labor and [REDACTED] estimated man-hours of direct labor if all options are exercised.

(b) The estimated composition by Personnel Resource Band of the Estimated Total Hours is as follows:

Resource Band	Total Hours - Base	Total Hours - Option 1	Total Hours - Option 2	Total Hours - Option 3	Total Hours - Option 4	Total
Program Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Functional Area Management	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Training SME	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Program Analyst	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Total	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

TOTALS: [REDACTED] man-hours

(c) The Estimated Total Hours include overtime and subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of man-hours expended per month shall be commensurate with the effort required and the required delivery date of such effort. Further, the number of man-hours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total man-hours of effort prior to the expiration of the term thereof. Lastly, the number of man-hours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours or funded amount. The Contracting Officer may extend the period of performance of the contract in order to expend the Estimated Total Hours.

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B-2 LOE ESTIMATE

Level of Effort (LOE) Estimate

It is understood and agreed that the number of hours and the total dollar amount for each labor category specified in this solicitation/contract are estimates only and shall not limit the use of hours or dollar amounts in any labor category which may be required and provided for during performance of this contract. Accordingly, in the performance of the contract, the contractor is permitted to adjust the quantity of labor hours provided for within labor categories specified in the contract provided that in so performing the contractor shall not in any event exceed the ceiling price or funding restrictions of the contract, including modifications thereof.

B-3 PAYMENT OF FIXED FEE

The fixed fee for work performed under this contract is \$1,112,010 provided that approximately 359,040 hours of technical effort are employed by the contractor during the base period in performance of this contract.

The fixed fee payout rate under this contract will be calculated by dividing the total fixed fee amount for the current period of performance by the estimated level of effort during that period. If more than ¼ of the estimated hours established in the contract are not employed in the performance of the contract, then the fixed fee amount for the contract shall be equitably reduced to reflect the reduction of work.

The Government shall make monthly payments of the fixed fee at the fixed fee payout rate established in the contract per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under the contract for the requisite period of performance. Any balance of fixed fee due the contractor shall be paid to the Contractor at the end of the performance period in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." Any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED] 4)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command’s Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual’s performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity’s Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee’s duties, such employees shall in-process with the Navy Command’s Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual’s performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the

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SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the “supervisor”.

The SAAR-N shall be forwarded to the Navy Command’s Security Manager at least seven (7) days prior to the individual’s start date. Failure to provide the required documentation at least seven (7) days prior to the individual’s start date may result in delaying the individual’s start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor’s Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR’S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor’s Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity’s Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor’s Security Representative. The Contractor’s Security Representative shall be the primary point of contact on any security matter. The Contractor’s Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)

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- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded

to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

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- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

C-2 EMPLOYMENT OF DOD PERSON

EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of Provision)

C-3 QASP AND MATRIX

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

The purpose of the QASP and its associated matrix is to ensure that the Government has an effective and systematic method of surveillance for the services in the PWS. The QASP will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion. For further detail, see solicitation/contract **Attachment 4**.

(End of Provision)

C-4 PREP FOR DELIVERY

Preparation for Delivery (Data Items)

Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.

In the event it becomes necessary to transmit classified matter by mail, the transmittal shall be in accordance with the National Industrial Security Program Operating Manual (DD 5220.22-M).

(End of Provision)

C-5 PROHIBITED PACKAGING MAT.

Prohibited Packing/Packaging Materials

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hydroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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(End of Provision)

C-6 MARKING OF SHIPMENTS

Marking of Shipments (Commercially Packaged Items)

Marking shall be in accordance with ASTM D-3951-95 "Standard Practice for Commercial Packaging."

(End of Provision)

C-7 MATERIALS AND GFE

As used in this clause, the term "material" includes supplies, equipment, hardware, automatic data processing equipment, and software. This is a services contract, and the procurement of material of any kind, other than that incidental to, and necessary for the furnishing of the required services is not authorized and will not be considered an allowable cost under the contract. No such material of any kind may be procured without the prior written approval of the contracting officer.

(End of Provision)

C-8 PERFORMANCE WORK STATEMENT

See Section J - Attachment 5 entitled "Performance Work Statement".

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

52.246-5

Inspection Of Services Cost-Reimbursement

APR 1984

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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	5/1/2015 - 3/31/2016
7001	5/1/2015 - 3/31/2016
7002	5/1/2015 - 3/31/2016
7003	5/1/2015 - 3/31/2016
7004	5/1/2015 - 3/31/2016
7006	4/1/2016 - 3/31/2017
7007	4/1/2016 - 3/31/2017
7008	4/1/2016 - 3/31/2017
7009	4/1/2016 - 3/31/2017
7010	4/1/2016 - 3/31/2017
7011	4/1/2017 - 3/31/2018
7012	4/1/2017 - 3/31/2018
7013	4/1/2017 - 3/31/2018
7014	4/1/2017 - 3/31/2018
7015	4/1/2017 - 3/31/2018
7016	4/1/2018 - 3/31/2019
7017	4/1/2018 - 3/31/2019
7018	4/1/2018 - 3/31/2019
7019	4/1/2018 - 3/31/2019
7020	4/1/2018 - 3/31/2019
7021	4/1/2019 - 3/31/2020
7022	4/1/2019 - 3/31/2020
7023	4/1/2019 - 3/31/2020
7024	4/1/2019 - 3/31/2020
7025	4/1/2019 - 3/31/2020
7026	8/10/2016 - 3/31/2017
7027	8/10/2016 - 3/31/2017
702801	8/15/2016 - 8/25/2016
7029	4/1/2017 - 3/31/2018
7030	4/1/2017 - 3/31/2018
7031	4/1/2018 - 3/31/2019
7032	4/1/2018 - 3/31/2019
7033	4/1/2019 - 3/31/2020
7034	4/1/2019 - 3/31/2020
9000	5/1/2015 - 3/31/2016
9001	5/1/2015 - 3/31/2016
9002	5/1/2015 - 3/31/2016
9003	5/1/2015 - 3/31/2016
9004	5/1/2015 - 3/31/2016

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9006	4/1/2016 - 3/31/2017
9007	4/1/2016 - 3/31/2017
9008	4/1/2016 - 3/31/2017
9009	4/1/2016 - 3/31/2017
9010	4/1/2016 - 3/31/2017
9011	4/1/2017 - 3/31/2018
9012	4/1/2017 - 3/31/2018
9013	4/1/2017 - 3/31/2018
9014	4/1/2017 - 3/31/2018
9015	4/1/2017 - 3/31/2018
9016	4/1/2018 - 3/31/2019
9017	4/1/2018 - 3/31/2019
9018	4/1/2018 - 3/31/2019
9019	4/1/2018 - 3/31/2019
9020	4/1/2018 - 3/31/2019
9021	4/1/2019 - 3/31/2020
9022	4/1/2019 - 3/31/2020
9023	4/1/2019 - 3/31/2020
9024	4/1/2019 - 3/31/2020
9025	4/1/2019 - 3/31/2020
9026	12/1/2015 - 3/31/2016
9027	1/7/2015 - 3/31/2016
9028	4/1/2018 - 3/31/2019

CLAUSES INCORPORATED BY REFERENCE

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52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

F-1 Place of Performance

Services to be performed hereunder will be provided at the following locations:

- Joint Staff J7 (JS J7)
116 Lake View Parkway, Suffolk, VA 23435
- U.S. Fleet Forces Command (USFF)
1562 Mitscher Ave Ste 250, Norfolk, VA 23511-1563
- Carrier Strike Group Four (CSG 4)
Buildings N23/N26, 1540 Gilbert Street, Norfolk, VA 23511
- Tactical Training Group Atlantic (TTGL)
Building 430 (Train Hall)
2132 Regulus Ave

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Dam Neck, Virginia Beach, VA 23461-2199

- Tactical Training Group Atlantic-Gallery Hall (TTGL-GH)
Building 127 (Gallery Hall)
1904 Regulus Ave
Dam Neck, Virginia Beach VA 23461-2199
- Afloat Training Group Atlantic (ATGL)
8952 First Street, Suite 121, Norfolk VA 23511
- Naval Strike and Air Warfare Center (NSAWC)
4755 Pasture Road, Fallon, NV 89496
- Commander Naval Meteorological and Oceanographic Command (CNMOC)
Building R-50 CNMOC East
Norfolk, VA 23511
- Commander, United States Pacific Fleet (CPF)
250 Makalapa Drive, Bldg 81 JBHH, HI 96860
- Commander, United States Third Fleet (C3F)
53690 Tomahawk Drive, Suite 338, San Diego, CA 92147
- Commander, United States Seventh Fleet (C7F)
Unit 25104, Okinawa Japan, FPO AP 96601-6003
- Tactical Training Group Pacific (TTGP)
Building 55, 53720 Horizon Drive, San Diego, CA 92147
- ATG Pacific Northwest (ATGPNW)
Building 2200 2nd Deck
2000 West Marine View Drive
Everett, WA 98207-3600
- Expeditionary Warfare Training Group, Atlantic (EWTGL)
Building 3504 Gator Blvd
Virginia Beach, VA 23459-2740

F-2 Period of Performance

USFF FDTPS	
Period of Performance	
Base Period - 30 Day Phase-In	1 April 2015 through 30 April 2015
Base Period	1 May 2015 through 31 March 2016
Option Period 1	1 April 2016 through 31 March 2017

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Option Period 2	1 April 2017 through 31 March 2018
Option Period 3	1 April 2018 through 31 March 2019
Option Period 4	1 April 2019 through 31 March 2020

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE

252.204-7006 Billing Instructions

OCT 2005

CLAUSES INCORPORATED BY FULL TEXT

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.233-7001 CHOICE OF LAW (OVERSEAS) (JUNE 1997)

This contract shall be construed and interpreted in accordance with the substantive laws of the United States of America. By the execution of this contract, the Contractor expressly agrees to waive any rights to invoke the jurisdiction of local national courts where this contract is performed and agrees to accept the exclusive jurisdiction of the United States Armed Services Board of Contract Appeals and the United States Court of Federal Claims for hearing and determination of any and all disputes that may arise under the Disputes clause of this contract.

(End of clause)

G-1 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

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

Not Applicable

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	S2402A
Inspect By DoDAAC	N00060
Ship To Code	NA
Ship From Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	N00060
Service Acceptor (DoDAAC)	N00060
Accept at Other DoDAAC	NA
LPO DoDAAC	NA
DCAA Auditor DoDAAC	HAA627
Other DoDAAC(s)	NA

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

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

john.hohl@navy.mil / 757-836-0085

linda.j.amold@navy.mil / 757-836-6268

(g) *WAWF point of contact.*

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

Not Applicable

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

(End of clause)

G-2 Contract Administration Plan

CONTRACT ADMINISTRATION PLAN (CAP) FOR COST TYPE CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and

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phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302, except those areas otherwise designated as the responsibility of the Task Order Manager (TOM) or someone else herein.

3. The Defense Contract Audit Agency (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of this contract prior to final payment to the contractor.

4. The paying office is responsible for making payment of proper invoices after acceptance is documented.

5. The Task Order Manager (TOM) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The TOM duties are as follows:

a. Technical Interface

(1) The TOM is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The TOM is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The TOM is prohibited from issuing any instruction which would constitute a contractual change. The TOM shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The TOM shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the TOM should exercise extreme care to ensure that he/she does not cross the line of personal services. The TOM must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such as situation, the TOM's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The TOM shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the TOM is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation. When contract performance is taking place at a government location, the TOM shall also monitor contractor employees performing under the contract with regard to kind, number and hours worked to ensure that the contractor is properly charging time applied to the contract. A record of such personal observations should be kept and compared with charges invoiced by the contractor for that task and time frame. This information can also be used as a tool in evaluating the contractor certificate of performance. It is essential that the TOM coordinate these efforts with the CAO designated in the contract.

(3) The TOM will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the TOM should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the TOM is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) The TOM shall maintain surveillance of the contractor's performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended. This responsibility requires a thorough review of the contractor's progress reports. The TOM shall immediately report to the PCO any difficulties perceived in this area. The TOM is also responsible for providing the contractor with any written comments the PCO may make in response to the progress reports and/or

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personal observations of the TOM.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The TOM is responsible for quality assurance of services performed and acceptance of the services or deliverables. The TOM shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the TOM must take into consideration all documentary information available and any information developed from personal observations.

(2) The TOM must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The TOM may request DCAA to take a payment offset on questioned costs, when documentary evidence or personal observations do not support submitted invoices. The TOM shall notify DCAA when questioned costs have been resolved with the contractor. The TOM will ensure that DCAA conducts floor checks and/or timecard checks when actual monitoring is not feasible. The TOM will be cognizant of the invoicing procedures and the prompt payment due dates detailed elsewhere in the contract.

(3) The TOM will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The TOM shall work with the Contractor to obtain and execute a final voucher no more than 60 days after completion of contract performance. The TOM shall ensure that the voucher is clearly marked as a "Final Voucher."

d. Contract Modifications.

(1) The TOM is responsible for developing the statement of work for change orders, technical direction letters (TDLs) or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

(2) Once the Contracting Officer has requested and received the contractor's proposal the TOM shall review and evaluate the contractor's proposal and furnish comments and recommendations.

e. Administrative Duties

(1) The TOM is responsible for taking appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The TOM shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The TOM must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the TOM will take the necessary steps to ensure that it is furnished in a timely fashion and in proper condition for use. The TOM will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The TOM is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The TOM is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement

(1) The TOM is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For contracts where technical direction letters (TDLs) are issued, one consolidated report which addresses all actions under the contract may be submitted.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

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(3) The TOM is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

6. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the TOM. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the TOM.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the TOM with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the TOM.
- d. Identify contract noncompliance with reporting requirements to the TOM.
- e. Review contractor status and progress reports, identify deficiencies to the TOM, and provide the TOM with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and provide the TOM with recommendations to facilitate TOM certification of the invoice.
- g. Provide the TOM with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the TOM subsequent to any interface between the TA and contractor.

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s)

7016 is/are incrementally funded. For this/these item(s), the sum of **\$19,539,209.00** of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For items(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of

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paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

As of the execution of modification 38, Option three (3) CLINs has been fully funded.

On execution of this modification: \$1,000,000.00

Remaining to be funded:

No anticipated remaining funding for option year 3.

(End of clause)

5252.232-9400 LIMITATION OF LIABILITY – INCREMENTAL FUNDING (Jan 1992)

This contract is incrementally funded and the amount currently available for payment hereunder is limited to **\$98,306,720.47** inclusive of fee. It is estimated that these funds will cover the cost of performance through **30 March 2019**. Subject to the provisions of the clause entitled "Limitation of Funds" FAR 52.232-22 of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of **\$98,306,720.00** shall arise unless additional funds are made available and are incorporated as a modification to this contract.

(End of Clause)

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Accounting Data

SLINID	PR Number	Amount
700001	N4657915RC00162	14937653.72
LLA :		
AA 1751804 60CA 257 00060 W 068732 2D C00162 465795N7636D		
Standard Number: N4657915RC00162		
7001	N3600115RC035FS	314549.00
LLA :		
AF 1751804 60CP 252 36001 068892 2D C035FS 360015N4FSTQ		
Standard Number: N3600115RC035FS		
7002	N5399615RCSLAMV	222626.00
LLA :		
AB 1751804 70CA 250 53996 0 068688 2D CSLAMV 539965SLAM1Q		
Standard Number: N5399615RCSLAMV		
700301	N4657915RC02062	1866076.80
LLA :		
AE 1751804 60CA 257 00060 W 068732 2D C02062 465795N7636D		
Standard Number: N4657915RC02062		
700302	N0007015RC4T206	757734.20
LLA :		
AC 1751804 70CA 257 00070 M 045924 2D C4T206 0007054T206P		
Standard Number: N0007015RC4T206		
7004	N4657915RC01862	3067584.00
LLA :		
AD 9750100 60F0 257 00060 W 068732 2D C01862 465795JNTCUD		
Standard Number: N4657915RC01862		
9000	N4657915RC00162	268057.00
LLA :		
AA 1751804 60CA 257 00060 W 068732 2D C00162 465795N7636D		
Standard Number: N4657915RC00162		
9001	N3600115RC035FS	4028.00
LLA :		
AF 1751804 60CP 252 36001 068892 2D C035FS 360015N4FSTQ		
Standard Number: N3600115RC035FS		
900201	N5399615RCSLAMV	4999.55
LLA :		
AB 1751804 70CA 250 53996 0 068688 2D CSLAMV 539965SLAM1Q		
Standard Number: N5399615RCSLAMV		
900301	N4657915RC02062	10000.00
LLA :		
AE 1751804 60CA 257 00060 W 068732 2D C02062 465795N7636D		
Standard Number: N4657915RC02062		
900302	N0007015RC4T206	205322.00
LLA :		
AC 1751804 70CA 257 00070 M 045924 2D C4T206 0007054T206P		
Standard Number: N0007015RC4T206		
9004	N4657915RC01862	118123.00
LLA :		
AD 9750100 60F0 257 00060 W 068732 2D C01862 465795JNTCUD		
Standard Number: N4657915RC01862		
BASE Funding 21776753.27		
Cumulative Funding 21776753.27		
MOD 01		
700001	N4657915RC00162	318577.00
LLA :		
AA 1751804 60CA 257 00060 W 068732 2D C00162 465795N7636D		
Standard Number: N4657915RC00162		
700002	N4657915RC02062	485804.60

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LLA :

AE 1751804 60CA 257 00060 W 068732 2D C02062 465795N7636D
Standard Number: N4657915RC02062

700301 N4657915RC02062 (485804.60)

LLA :

AE 1751804 60CA 257 00060 W 068732 2D C02062 465795N7636D
Standard Number: N4657915RC02062

700302 N0007015RC4T206 (49886.62)

LLA :

AC 1751804 70CA 257 00070 M 045924 2D C4T206 0007054T206P
Standard Number: N0007015RC4T206

MOD 01 Funding 268690.38
Cumulative Funding 22045443.65

MOD 02 Funding 0.00
Cumulative Funding 22045443.65

MOD 03

9004 N4657915RC01862 107844.00

LLA :

AD 9750100 60F0 257 00060 W 068732 2D C01862 465795JNTCUD
Standard Number: N4657915RC01862

MOD 03 Funding 107844.00
Cumulative Funding 22153287.65

MOD 04

700003 N4657916RC00462 31282.76

LLA :

AG 1761804 60CA 257 00060 W 068732 2D C00462 465796N7636D
Standard Number: N4657916RC00462

700301 N4657915RC02062 (23103.60)

LLA :

AE 1751804 60CA 257 00060 W 068732 2D C02062 465795N7636D
Standard Number: N4657915RC02062

902601 N4657915RC02062 23103.60

LLA :

AE 1751804 60CA 257 00060 W 068732 2D C02062 465795N7636D
Standard Number: N4657915RC02062

MOD 04 Funding 31282.76
Cumulative Funding 22184570.41

MOD 05

902701 N3600116RC017FS 1400.00

LLA :

AH 1761804 60CP 253 36001 068892 2D C017FS 360016CFST1Q
Standard Number: N3600116RC017FS

MOD 05 Funding 1400.00
Cumulative Funding 22185970.41

MOD 06

700601 N4657916RC01162 11556489.22

LLA :

AJ 1761804 60CA 257 00060 W 068732 2D C01162 465796N7219D
Standard Number: N4657916RC01162

7008 N5399616RCSLAM6 245284.00

LLA :

AM 1761804 70CA 257 00070 M 045924 2D CSLAM6 539966SLAMXP
Standard Number: N5399616RCSLAM6

700901 N6340716RC001NF 1418436.57

LLA :

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AN 1761804 70CE 251 63407 C 068688 2D C001NF 63407QMSCNQ
Standard Number: N6340716RC001NF
Incrementally Funded.

7010 N4657916RC01262 3239291.00

LLA :
AS 9760100 60F0 257 00060 W 068732 2D C01262 465796JNTCUD
Standard Number: N4657916RC01262

900601 N4657916RC01162 185151.82

LLA :
AJ 1761804 60CA 257 00060 W 068732 2D C01162 465796N7219D
Standard Number: N4657916RC01162

9007 N3600116RC028FS 4017.00

LLA :
AK 1761804 60CP 252 36001 068892 2D C028FS 360016CFST1Q
Standard Number: N3600116RC028FS

900801 N5399616RCSLAM6 5000.00

LLA :
AM 1761804 70CA 257 00070 M 045924 2D CSLAM6 539966SLAMXP
Standard Number: N5399616RCSLAM6

900901 N6340716RC001NF 10000.00

LLA :
AP 1761804 70CE 251 63407 C 068688 2D C001NF 63407QMSCNQ
Standard Number: N6340716RC001NF
Incrementally Funded.

MOD 06 Funding 16663669.61
Cumulative Funding 38849640.02

MOD 07

7002 N5399615RCSLAMV 4999.55

LLA :
AB 1751804 70CA 250 53996 0 068688 2D CSLAMV 539965SLAM1Q
Standard Number: N5399615RCSLAMV

900201 N5399615RCSLAMV (4999.55)

LLA :
AB 1751804 70CA 250 53996 0 068688 2D CSLAMV 539965SLAM1Q
Standard Number: N5399615RCSLAMV

MOD 07 Funding 0.00
Cumulative Funding 38849640.02

MOD 08

900902 N0007016RC4T721 204751.00

LLA :
AR 1761804 70CA 257 00070 M 045924 2D C4T721 0007064T721P
Standard Number: N0007016RC4T721

MOD 08 Funding 204751.00
Cumulative Funding 39054391.02

MOD 09

7008 N5399616RCSLAM6 137168.64

LLA :
AM 1761804 70CA 257 00070 M 045924 2D CSLAM6 539966SLAMXP
Standard Number: N5399616RCSLAM6

MOD 09 Funding 137168.64
Cumulative Funding 39191559.66

MOD 10 Funding 0.00
Cumulative Funding 39191559.66

MOD 11

700701 N3600116RC028FS 312602.00

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LLA :
AK 1761804 60CP 252 36001 068892 2D C028FS 360016CFST1Q
Standard Number: N3600116RC028FS

700702 N3600116RC047FS 179733.96

LLA :
AT 1761804 60CP 252 36001 068892 2D C047FS 360016CFST1Q
Standard Number: N3600116RC047FS

MOD 11 Funding 492335.96
Cumulative Funding 39683895.62

MOD 12

700902 N0007016RC4T721 711275.60

LLA :
AR 1761804 70CA 257 00070 M 045924 2D C4T721 0007064T721P
Standard Number: N0007016RC4T721

MOD 12 Funding 711275.60
Cumulative Funding 40395171.22

MOD 13

7010 N4657916RC01262 142970.93

LLA :
AS 9760100 60F0 257 00060 W 068732 2D C01262 465796JNTCUD
Standard Number: N4657916RC01262

7026 N4657916RC01162 297441.22

LLA :
AJ 1761804 60CA 257 00060 W 068732 2D C01162 465796N7219D
Standard Number: N4657916RC01162

702701 N0007016RC4T721 140000.00

LLA :
AR 1761804 70CA 257 00070 M 045924 2D C4T721 0007064T721P

702801 N4657916RC01162 166415.78

LLA :
AJ 1761804 60CA 257 00060 W 068732 2D C01162 465796N7219D
Standard Number: N4657916RC01162

MOD 13 Funding 746827.93
Cumulative Funding 41141999.15

MOD 14

700702 N3600116RC047FS (179733.96)

LLA :
AT 1761804 60CP 252 36001 068892 2D C047FS 360016CFST1Q
Standard Number: N3600116RC047FS

700901 N6340716RC001NF (133500.00)

LLA :
AN 1761804 70CE 251 63407 C 068688 2D C001NF 63407QMSCNQ
Standard Number: N6340716RC001NF
Incrementally Funded.

MOD 14 Funding -313233.96
Cumulative Funding 40828765.19

MOD 15

700702 N3600116RC047FS 121024.47

LLA :
AT 1761804 60CP 252 36001 068892 2D C047FS 360016CFST1Q
Standard Number: N3600116RC047FS

MOD 15 Funding 121024.47
Cumulative Funding 40949789.66

MOD 16

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900602 N4657916RC001162-2 80000.00
 LLA :
 AJ 1761804 60CA 257 00060 W 068732 2D C01162 465796N7219D
 Standard Number: N4657916RC001162-2

901001 N465796JNTCUD 117810.00
 LLA :
 AS 9760100 60F0 257 00060 W 068732 2D C01262 465796JNTCUD
 Standard Number: N465796JNTCUD

901002 N4657916RC01262-2 20000.00
 LLA :
 AS 9760100 60F0 257 00060 W 068732 2D C01262 465796JNTCUD
 Standard Number: N4657916RC01262-2

MOD 16 Funding 217810.00
 Cumulative Funding 41167599.66

MOD 17

700601 N4657916RC01162 60000.00
 LLA :
 AJ 1761804 60CA 257 00060 W 068732 2D C01162 465796N7219D
 Standard Number: N4657916RC01162

702801 N4657916RC01162 (60000.00)
 LLA :
 AJ 1761804 60CA 257 00060 W 068732 2D C01162 465796N7219D
 Standard Number: N4657916RC01162

900603 N5399616RCFDTPX 92242.74
 LLA :
 AU 1761804 70CA 257 00070 M 045924 2D CFDTX 539966JTCPFD
 Standard Number: N5399616RCFDTPX

900604 N5399616RCFDTPS 85000.00
 LLA :
 AV 9760100 70F5 257 00070 0 045924 2D CFDTPS 539966JTCP6D
 Standard Number: N5399616RCFDTPS

901003 N6340716RC001BP 50000.00
 LLA :
 AW 9760100 70F5 257 57025 C 068688 2D C001BP 634076QJTCPQ
 Standard Number: N6340716RC001BP

MOD 17 Funding 227242.74
 Cumulative Funding 41394842.40

MOD 18

700602 N4657917RC00162 6046112.02
 LLA :
 AX 1771804 60CA 257 00060 W 068732 2D C00162 465797N7219D
 Standard Number: N4657917RC00162

MOD 18 Funding 6046112.02
 Cumulative Funding 47440954.42

MOD 19

700602 N4657917RC00162 53887.98
 LLA :
 AX 1771804 60CA 257 00060 W 068732 2D C00162 465797N7219D
 Standard Number: N4657917RC00162

MOD 19 Funding 53887.98
 Cumulative Funding 47494842.40

MOD 20

900802 N5399617RCSLAM7 3500.00
 LLA :
 AY 1771804 70 CA 257 53996 0 068688 2D CSLAM7 539967SLAMXP

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Standard Number: N5399617RCSLAM7

MOD 20 Funding 3500.00
Cumulative Funding 47498342.40

MOD 21

701101 N4657917RC01162 10300000.00
LLA :
AZ 1771804 60CA 257 00060 W 068732 2D C01162 465797N7219Q
Standard Number: N4657917RC01162
Cost Code: 465797N7219Q

7013 N5399617RCSLAM7-001 405581.96
LLA :
AY 1771804 70 CA 257 53996 0 068688 2D CSLAM7 539967SLAMXP
Standard Number: N5399617RCSLAM7-001

701401 N0007017RC4T242 787575.00
LLA :
BA 1771804 70CA 257 00070 M 045924 2D C4T242 0007074T242P
Standard Number: N0007017RC4T242

701402 N6340717RC002NF 1356456.04
LLA :
BB 1771804 70CE 251 63407 C 068688 2D C002NF 634077QMSCNQ
Standard Number: N6340717RC002NF

701501 N4657917RC01062 2000000.00
LLA :
BC 9770100 60F0 257 00060 W 068732 2D C01062 465797JNTCUD
Standard Number: N4657917RC01062

901101 N4657917RC01162 165649.00
LLA :
AZ 1771804 60CA 257 00060 W 068732 2D C01162 465797N7219Q
Standard Number: N4657917RC01162

9013 N5399617RCSLAM7-001 18017.00
LLA :
AY 1771804 70 CA 257 53996 0 068688 2D CSLAM7 539967SLAMXP
Standard Number: N5399617RCSLAM7-001

901401 N0007017RC4T242 204343.00
LLA :
BA 1771804 70CA 257 00070 M 045924 2D C4T242 0007074T242P
Standard Number: N0007017RC4T242

901402 N63401717RC002NF 10000.00
LLA :
BB 1771804 70CE 251 63407 C 068688 2D C002NF 634077QMSCNQ
Standard Number: N63401717RC002NF

901501 N4657917RC01062 50000.00
LLA :
BC 9770100 60F0 257 00060 W 068732 2D C01062 465797JNTCUD
Standard Number: N4657917RC01062

MOD 21 Funding 15297622.00
Cumulative Funding 62795964.40

MOD 22

701201 N3600117RC021FS 320894.00
LLA :
BD 1771804 60CP 257 36001 068892 2D C021FS 360017CFST1Q
Standard Number: N3600117RC021FS

9012 N3600117RC021FS 4009.00
LLA :
BD 1771804 60CP 257 36001 068892 2D C021FS 360017CFST1Q
Standard Number: N3600117RC021FS

MOD 22 Funding 324903.00
Cumulative Funding 63120867.40

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MOD 23

700601 N4657916RC01162 (6232.62)

LLA :

AJ 1761804 60CA 257 00060 W 068732 2D C01162 465796N7219D
Standard Number: N4657916RC01162

702801 N4657916RC01162 6232.62

LLA :

AJ 1761804 60CA 257 00060 W 068732 2D C01162 465796N7219D
Standard Number: N4657916RC01162

702901 N4657917RC01162-0001 50000.00

LLA :

AZ 1771804 60CA 257 00060 W 068732 2D C01162 465797N7219Q
Standard Number: N4657917RC01162-0001

703001 N0007017RC4T242 70000.00

LLA :

BA 1771804 70CA 257 00070 M 045924 2D C4T242 0007074T242P
Standard Number: N0007017RC4T242

MOD 23 Funding 120000.00

Cumulative Funding 63240867.40

MOD 24

701501 N4657917RC01062 550000.00

LLA :

BC 9770100 60F0 257 00060 W 068732 2D C01062 465797JNTCUD
Standard Number: N4657917RC01062

703001 N0007017RC4T242 10000.00

LLA :

BA 1771804 70CA 257 00070 M 045924 2D C4T242 0007074T242P
Standard Number: N0007017RC4T242

901501 N4657917RC01062 50000.00

LLA :

BC 9770100 60F0 257 00060 W 068732 2D C01062 465797JNTCUD
Standard Number: N4657917RC01062

MOD 24 Funding 610000.00

Cumulative Funding 63850867.40

MOD 25

701201 N3600117RC021FS 200000.00

LLA :

BD 1771804 60CP 257 36001 068892 2D C021FS 360017CFST1Q
Standard Number: N3600117RC021FS

MOD 25 Funding 200000.00

Cumulative Funding 64050867.40

MOD 26

701402 N6340717RC002NF (409080.07)

LLA :

BB 1771804 70CE 251 63407 C 068688 2D C002NF 634077QMSCNQ
Standard Number: N6340717RC002NF

701501 N4657917RC01062 997286.15

LLA :

BC 9770100 60F0 257 00060 W 068732 2D C01062 465797JNTCUD
Standard Number: N4657917RC01062

901101 N4657917RC01162 60000.00

LLA :

AZ 1771804 60CA 257 00060 W 068732 2D C01162 465797N7219Q
Standard Number: N4657917RC01162

901501 N4657917RC01062 17586.00

LLA :

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BC 9770100 60F0 257 00060 W 068732 2D C01062 465797JNTCUD
Standard Number: N4657917RC01062

MOD 26 Funding 665792.08
Cumulative Funding 64716659.48

MOD 27

701101 N4657917RC01162 5378000.00

LLA :
AZ 1771804 60CA 257 00060 W 068732 2D C01162 465797N7219Q
Standard Number: N4657917RC01162
Cost Code: 465797N7219Q

702901 N4657917RC01162-0001 60000.00

LLA :
AZ 1771804 60CA 257 00060 W 068732 2D C01162 465797N7219Q
Standard Number: N4657917RC01162-0001

MOD 27 Funding 5438000.00
Cumulative Funding 70154659.48

MOD 28

701101 N4657917RC01162 778485.22

LLA :
AZ 1771804 60CA 257 00060 W 068732 2D C01162 465797N7219Q
Standard Number: N4657917RC01162
Cost Code: 465797N7219Q

901501 N4657917RC01062 52000.00

LLA :
BC 9770100 60F0 257 00060 W 068732 2D C01062 465797JNTCUD
Standard Number: N4657917RC01062

MOD 28 Funding 830485.22
Cumulative Funding 70985144.70

MOD 29

7002 N5399615RCSLAMV (2734.79)

LLA :
AB 1751804 70CA 250 53996 0 068688 2D CSLAMV 539965SLAM1Q
Standard Number: N5399615RCSLAMV

701101 N4657917RC01162 785131.86

LLA :
AZ 1771804 60CA 257 00060 W 068732 2D C01162 465797N7219Q
Standard Number: N4657917RC01162
Cost Code: 465797N7219Q

702901 N4657917RC01162-0001 210000.00

LLA :
AZ 1771804 60CA 257 00060 W 068732 2D C01162 465797N7219Q
Standard Number: N4657917RC01162-0001

900603 N5399616RCFDTPX (37109.45)

LLA :
AU 1761804 70CA 257 00070 M 045924 2D CFDTPX 539966JTCTPFD
Standard Number: N5399616RCFDTPX

901101 N4657917RC01162 41189.00

LLA :
AZ 1771804 60CA 257 00060 W 068732 2D C01162 465797N7219Q
Standard Number: N4657917RC01162

MOD 29 Funding 996476.62
Cumulative Funding 71981621.32

MOD 30

901003 N6340716RC001BP (40082.11)

LLA :
AW 9760100 70F5 257 57025 C 068688 2D C001BP 634076QJTCPQ

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Standard Number: N6340716RC001BP

MOD 30 Funding -40082.11
Cumulative Funding 71941539.21

MOD 31

701402 N6340717RC002NF (57707.71)
LLA :
BB 1771804 70CE 251 63407 C 068688 2D C002NF 634077QMSCNQ
Standard Number: N6340717RC002NF

901102 N4657918RC00762 125000.00
LLA :
BE 1781804 60CA 257 00060 W 068732 2D C00762 465798N7219Q

MOD 31 Funding 67292.29
Cumulative Funding 72008831.50

MOD 32

701601 N4657918RC01562 16039209.00
LLA :
BF 1781804 60CA 257 00060 W 068732 2D C01562 465798N7219D
Standard Number: N4657918RC01562

701701 N3600118RC036FS 524785.96
LLA :
BG 1781804 60CP 251 36001 068892 2D C036FS 360018CFST1Q
Standard Number: N3600118RC036FS

7018 N5399618RCSLAM8 409523.64
LLA :
BH 1781804 70CA 257 53996 0 068688 2D CSLAM8 539968SLAM7P
Standard Number: N5399618RCSLAM8

701901 N0007018RC4T510 832889.13
LLA :
BJ 1781804 70CA 257 00070 M 045924 2D C4T510 0007084T510Q
Standard Number: N0007018RC4T510
PACFLT

701902 N6340718RC001NF 123848.17
LLA :
BK 1781804 70CE 251 63407 C 068688 2D C001NF 634078QMSCNQ
Standard Number: N6340718RC001NF
NAWDC C5I

701903 1300694759 392713.73
LLA :
BL 1781804 4A2A 257 00019 0 050120 2D 000000
Standard Number: 1300694759
NAWDC JTACI

7020 N4657918RC01462 3403692.39
LLA :
BM 9780100 60C0 257 00060 W 068732 2D C01462 465798JNTCUQ
Standard Number: N4657918RC01462

703101 N4657918RC01562 194385.00
LLA :
BF 1781804 60CA 257 00060 W 068732 2D C01562 465798N7219D
Standard Number: N4657918RC01562

7032 N0007018RC4T510 164045.68
LLA :
BJ 1781804 70CA 257 00070 M 045924 2D C4T510 0007084T510Q
Standard Number: N0007018RC4T510
PACFLT

901601 N4657918RC01562 266406.00
LLA :
BF 1781804 60CA 257 00060 W 068732 2D C01562 465798N7219D
Standard Number: N4657918RC01562

901701 N3600118RC036FS 4003.00

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LLA :

BG 1781804 60CP 251 36001 068892 2D C036FS 360018CFST1Q
Standard Number: N3600118RC036FS

9018 N5399618RCSLAM8 17988.00

LLA :

BH 1781804 70CA 257 53996 0 068688 2D CSLAM8 539968SLAM7P
Standard Number: N5399618RCSLAM8

9019 N0007018RC4T510 213996.00

LLA :

BJ 1781804 70CA 257 00070 M 045924 2D C4T510 0007084T510Q
Standard Number: N0007018RC4T510
PACFLT

9020 N4657918RC01462 117396.00

LLA :

BM 9780100 60C0 257 00060 W 068732 2D C01462 465798JNTCUQ
Standard Number: N4657918RC01462

MOD 32 Funding 22704881.70
Cumulative Funding 94713713.20

MOD 33 Funding 0.00
Cumulative Funding 94713713.20

MOD 34

701904 1300694759-0001 304142.12

LLA :

BN 1781804 4A2A 257 00019 0 050120 2D 000000 A00004381760
Standard Number: 1300694759-0001
JTAC Funding

MOD 34 Funding 304142.12
Cumulative Funding 95017855.32

MOD 35

700302 N0007015RC4T206 (194736.68)

LLA :

AC 1751804 70CA 257 00070 M 045924 2D C4T206 0007054T206P
Standard Number: N0007015RC4T206

900302 N0007015RC4T206 (78120.65)

LLA :

AC 1751804 70CA 257 00070 M 045924 2D C4T206 0007054T206P
Standard Number: N0007015RC4T206

MOD 35 Funding -272857.33
Cumulative Funding 94744997.99

MOD 36

701901 N0007018RC4T510 (128105.71)

LLA :

BJ 1781804 70CA 257 00070 M 045924 2D C4T510 0007084T510Q
Standard Number: N0007018RC4T510
PACFLT

MOD 36 Funding -128105.71
Cumulative Funding 94616892.28

MOD 37

701901 N0007018RC4T510 128105.71

LLA :

BJ 1781804 70CA 257 00070 M 045924 2D C4T510 0007084T510Q
Standard Number: N0007018RC4T510
PACFLT

701902 N6340718RC001NF (73277.52)

LLA :

BK 1781804 70CE 251 63407 C 068688 2D C001NF 634078QMSCNQ

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Standard Number: N6340718RC001NF
NAWDC C5I

MOD 37 Funding 54828.19
Cumulative Funding 94671720.47

MOD 38

701602	N4657919RC00662	2500000.00
LLA :		
BN 1791804 6C4C 257 A0060 056521 2D C00662 465799N7219Q		
Standard Number: N4657919RC00662		
901602	N4657919RC00662	75000.00
LLA :		
BN 1791804 6C4C 257 A0060 056521 2D C00662 465799N7219Q		
Standard Number: N4657919RC00662		
9028	N4657919RC00762	60000.00
LLA :		
BP 9790100 60C0 257 A0060 056521 2D C00762 465799JNTCUQ		
Standard Number: N4657919RC00762		

MOD 38 Funding 2635000.00
Cumulative Funding 97306720.47

MOD 39

701603	N4657919RC00662	1000000.00
LLA :		
BP 1791804 6C4C 257 A0060 056521 2D C00662 465799N7219Q		
Standard Number: N4657919RC00662		

MOD 39 Funding 1000000.00
Cumulative Funding 98306720.47

MOD 40

702101	N4657919RC01362	14000000.00
LLA :		
BS 1791804 6C4C 257 A0060 056521 2D C01362 465799N7219Q		
7022	N3600119RC022FS	502225.08
LLA :		
BQ 1791804 6C5C 251 P6001 056521 2D C022FS 360019CFST1Q		
702301		413638.60
LLA :		
BW 1791804 7C4C 257 A3996 056521 2D CSLAM9 539969SLAM7P		
Standard Number: N5399619RCSLAM9		
702401	1300773812	746398.73
LLA :		
BX 1791804 4A2A 257 00019 0 050120 2D 000000 A00004953687		
702402	N0007019RC4T554	803406.81
LLA :		
BT 1791804 7C4C 257 M0070 056521 2D C4T554 0007094T554Q		
702501	N4657919RC01562	3341692.89
LLA :		
BR 9790100 60C0 257 A0060 056521 2D C01562 465799JNTCUQ		
703301	N4657919RC01362	196436.00
LLA :		
BS 1791804 6C4C 257 A0060 056521 2D C01362 465799N7219Q		
703401	N0007019RC4T554	165675.00
LLA :		
BV 1791804 7C4C 257 M0070 056521 2D C4T554 0007094T221Q		
9021	N4657919RC01362	266406.00
LLA :		
BS 1791804 6C4C 257 A0060 056521 2D C01362 465799N7219Q		

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9022 N3600119RC022FS 4003.00

LLA :
BQ 1791804 6C5C 251 P6001 056521 2D C022FS 360019CFST1Q

902301 17988.00

LLA :
BW 1791804 7C4C 257 A3996 056521 2D CSLAM9 539969SLAM7P
Standard Number: N5399619RCSLAM9

9024 N0007019RC4T554 213996.00

LLA :
BT 1791804 7C4C 257 M0070 056521 2D C4T554 0007094T554Q

9025 N4657919RC01562 117396.00

LLA :
BR 9790100 60C0 257 A0060 056521 2D C01562 465799JNTCUQ

MOD 40 Funding 20789262.11
Cumulative Funding 119095982.58

MOD 41

702403 N0007019RC4T553 185327.52

LLA :
BY 1791804 7C4C 257 M0070 056521 2D C4T553 0007094T553Q

MOD 41 Funding 185327.52
Cumulative Funding 119281310.10

MOD 42

701603 N4657919RC00662 (1000000.00)

LLA :
BP 1791804 6C4C 257 A0060 056521 2D C00662 465799N7219Q
Standard Number: N4657919RC00662

701604 N4657919RC00662 1000000.00

LLA :
BZ 1791804 6C4C 257 A0060 056521 2D C00662 465799N7219Q
Standard Number: N4657919RC00662

MOD 42 Funding 0.00
Cumulative Funding 119281310.10

MOD 43

701604 N4657919RC00662 (45000.00)

LLA :
BZ 1791804 6C4C 257 A0060 056521 2D C00662 465799N7219Q
Standard Number: N4657919RC00662

901603 N4657919RC00662 45000.00

LLA :
BZ 1791804 6C4C 257 A0060 056521 2D C00662 465799N7219Q
Standard Number: N4657919RC00662

MOD 43 Funding 0.00
Cumulative Funding 119281310.10

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-2 ORGANIZATIONAL CONFLICT OF INTEREST

As a condition of award, the contractor's eligibility for future prime contract or subcontract awards may be restricted; therefore, the following clause specifies both the nature and duration of the proposed restraint.

- (a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

- (c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.
- (d) Definitions. For purposes of application of this clause only, the following definitions are applicable:
 - (1) "System" includes system, major component, subassembly or subsystem, project, or item.
 - (2) "Nondevelopmental items" are as defined in FAR 2.101.
 - (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
 - (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
 - (5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.
 - (6) "Consultant" services are as defined in FAR 31.205-33(a).
 - (7) "Contractor," for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
 - (8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.
 - (9) "Interest" means organizational or financial interest.
 - (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

- (e) Contracting restrictions. [Check the restrictions that apply]

[X] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime

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contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of one year after the date of completion of the contract. (FAR 9.505-1(a))

[X] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of one year after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of one-year after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

[X] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as

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a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with one (1) year after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

H-3 LIABILITY INSURANCE

LIABILITY INSURANCE (COST TYPE CONTRACTS)

The following types of insurance are required in accordance with the clause entitled "INSURANCE-LIABILITY TO THIRD PERSONS" (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (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 amount of \$100,000.

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H-4 PREDETERMINATION OF RIGHTS IN TECHNICAL DATA

- (a) The offeror is requested to identify in his proposal which of the below listed data (including data to be furnished in whole or in part by a subcontractor) when delivered, he intends to identify as limited rights data in accordance with paragraph (b) of the "Rights in Technical Data and Computer Software" clause of this solicitation. This identification need not be made as to data, which relate to standard commercial items, which are manufactured by more than one source of supply.
- (b) Limited rights data may be identified as such, pursuant to (a) above only if it pertains to items, components or processes developed at private expense. Nevertheless, it cannot be so identified if it comes within paragraph (b)(1) of the "Rights in Technical Data and Computer Software" clause. At the request of the Contracting Officer or his representative, the offeror agrees to furnish clear and convincing evidence that the data, which will be so identified comes within the definition of limited rights data.
- (c) The listing of a data item in paragraph (a) above does not mean that the Government considers such item to come within the definition of limited rights data.
- (d) If completion of predetermination proves impracticable before award, the Contractor shall promptly complete the identification of limited rights with respect to that data listed in the solicitation for which predetermination was proposed. If contractual requirements relating to design or data items are changed during the course of a contract, the Contractor shall promptly identify limited rights data relating to the changed requirements.

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SECTION I CONTRACT CLAUSES

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52.202-1	Definitions	NOV 2013
52.202-5	Contractor	APR 1984
52.202-5	Contractor Against Contingent Fees	APR 1984
52.202-5	Contractor Against Contingent Fees To The Government	APR 1984
52.202-5	Contractor To Be Incomplete Sales To The Government	SEP 2006
52.202-7	Anti Kickback Procedures	OCT 2010
52.202-8	Conflicts of Interest, and Recovery of Funds for Illegal or Inappropriate Activity	JAN 1997
52.202-10	Price To Be Adjusted For Illegal or Inappropriate Activity	JAN 1997
52.202-11	Confidentiality Addendum Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.202-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.202-16	Permitted Personal Conflicts of Interest	DEC 2011
52.202-17	Contractor Employee Whistleblower Rights and Requirements	NOV 2013
52.202-17	To Inform Employees of Whistleblower Rights	NOV 2013
52.202-4	Formal or Equivalently Substantive Contract Paper	MAY 2011
52.202-7	System for Asset Management	JUL 2011
52.202-7 A&B	System for Asset Management - Alternate 1	JUL 2011
52.202-7	Formal Identity Verification of Contractor Personnel	JAN 2011
52.202-10	Reporting Executive Compensation and Fine-Tune Subcontractor	JUL 2011
52.202-1	Qualification Requirements	FEB 1995
52.202-2	Prohibition on Contracting with Inverted Domestic Corporations - Representation	MAY 2011
52.202-6	Prohibiting the Government's Access When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.202-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.210-1	Market Research	APR 2011
52.211-9	Market Requirements	APR 2010
52.212-2	Audit and Records - Negotiation	OCT 2010
52.212-6	Audit Procedures - Informed Contract Format	DEC 1997
52.212-10	Price Reductions for Definitive Certified Cost or Pricing Data	AUG 2011
52.212-11	Price Reductions for Definitive Certified Cost or Pricing Data - Modifications	AUG 2011
52.212-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.212-13	Subcontractor Certified Cost or Pricing Data - Modifications	OCT 2010
52.212-15	Pruning, Adjustment, and Asset Reversion	OCT 2010
52.212-17	Value of the Firm's Capital Cost of Money	DEC 1997
52.212-18	Revision or Adjustment of Plans for Performance Bonuses/SL 2005 PER - Other	NOV 2011
52.212-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data - Modifications (Oct 2010) - Alternate B	OCT 1997
52.212-21 A&B	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data - Modifications (Oct 2010) - Alternate B	OCT 1997
52.212-23	Limitations on Pass Through Charges	OCT 2009
52.212-23 A&B	Limitations on Pass Through Charges (Oct 2009) - Alternate 1	OCT 2009
52.216-1	Administrative Cost - Add Payment	JUN 2011
52.216-4	Fixed Fee	JUN 2011
52.216-9	Limitation of Small Business Concerns	JUL 2011
52.219-9 (Dev)	Small Business Subcontracting Plan (Deviation)	SEP 2013
52.219-9 A&B II (Dev)	Small Business Subcontracting Plan (AUG 2011) Alternate II (Deviation)	SEP 2013
52.219-16	Liquidated Damages - Contracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program - Track Contracting and Reporting	JUL 2011
52.219-28	Pass Award Small Business Program Representation	JUL 2011
52.222-9	Contract Law	JUL 2010
52.222-11	Prohibition Of Segregated Facilities	FEB 1999
52.222-18	Equal Opportunity	MAR 2007
52.222-28 A&B	Equal Opportunity (Mar 2007) - Alternate 1	FEB 1999
52.222-29	Notification Of The Small	JUL 2010
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-35 A&B	Equal Opportunity for Veterans (Sep 2010) Alternate 1	SEP 2010
52.222-36	Advisive Active For Workers With Disabilities	OCT 2010
52.222-37	Employment Report on Veterans	SEP 2010
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.222-39	Coaching Trafficking in Persons	FEB 2009
52.222-9	Prohibition Payments and Rights to Know Information	MAY 2011
52.222-4	Drug Free Workplace	MAY 2011
52.222-18	Employing Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.224-1	Privacy Act Notifications	APR 1984
52.224-2	Privacy Act	APR 1984
52.224-3	Buy American Act - Supplies	FEB 2006
52.224-15	Restrictions on Certain Foreign Purchases	JUN 2008
52.224-14	Restrictions on Certain Foreign Purchases And Transition of Contract	FEB 2006
52.227-10	File Copy Acquisition - Classified and Unclassified Information - Computer Resources - Database	APR 2011
52.228-1	Insurance - Liability To Third Parties	JUL 2011
52.228-7	Insurance - Liability To Third Parties	MAR 1996
52.229-6	Trust - Foreign Cost Reimbursement Contracts	MAR 1999
52.230-2	Cost Accounting Standards	MAY 2012
52.230-6	Administration of Cost Accounting Standards	APR 1984
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interim	OCT 2010
52.232-18	Availability of Funds	APR 1984
52.232-19	Availability of Funds For The Next Fiscal Year	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-21	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-23 A&B	Prompt Payment (July 2011) Alternate 1	FEB 2012
52.232-33	Payment by Government - Fund Transfer - System for Award Management	JUL 2011
52.232-39	Unavailability of Unsubstantiated Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.235-1	Disputes	JUL 2002
52.235-1 A&B	Disputes (Jul 2002) - Alternate 1	DEC 1995
52.235-1	Protest After Award	AUG 1996
52.235-1 A&B	Protest After Award (Aug 1996) - Alternate 1	OCT 2004
52.235-4	Applicable Law for Breach of Contract Claims	APR 1984
52.237-2	Prohibition Of Government Buildings, Equipment, And	APR 1984
52.237-3	Negotiation	JAN 1991
52.239-1	Privacy or Security Indicators	AUG 1996
52.242-1	Notice of Intent to Dispute Costs	APR 1984
52.242-3	Provision for Unavailable Costs	MAY 2011
52.242-4	Continuation of Performance Costs	JAN 1997
52.242-13	Redesign - Cost Reimbursement	JUL 1995
52.242-12	Change - Cost Reimbursement	AUG 1987
52.242-13 A&B	Change - Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.242-17	Notification Of Change	APR 1984
52.244-6	Competition in Subcontracting	DEC 1996
52.244-6	Subcontractors for Commercial Items	DEC 2011
52.244-1	Government Property	APR 2012
52.245-9	Use And Change	APR 2012
52.246-28	Limitation on Liability - Services	APR 2012
52.247-63	Performance For U.S. Flag Air Carriers	JUN 2013
52.247-64	Performance For Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
52.248-1	Value Engineering	OCT 2010
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-6 A&B	Termination (Cost Reimbursement) (May 2004) - Alternate II	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Complete Contract Form	JAN 1991
202.201-7000	Contracting Officer Representative	DEC 1995
202.201-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
202.201-7000	Prohibition On Persons Convicted of Fraud or Other Delictive Crime Related Frauds	DEC 2008
202.201-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
202.201-7002	Agency Office of the Inspector General	DEC 2012
202.204-0003	Order	SEP 2009
202.204-0006	Line Item Specific - Provision	SEP 2009
202.204-0006	Contract-Firm Contracts - Other Specific ACEN Order	SEP 2009
202.206-7000	Disclosure Of Information	AUG 2013
202.206-7000	Control Of Government Personnel Work Product	APR 1982
202.206-7002	Subparagraph of unclassified controlled technical information	NOV 2013
202.206-7000	Provision Of Information To Cooperative Agreement Beneficiaries	NOV 2013
202.206-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
202.211-7007	Reporting of Government-Furnished Property	AUG 2012
202.211-7007	Prising Adjustment	DEC 2012
202.211-7002	Cost Estimating System Requirements	DEC 2012
202.211-7002	Single Option	AUG 1992
202.219-7001 (Dev)	Small Business Subcontracting Plan (DOD Contracts) (Deviation)	SEP 2013
202.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
202.222-7000	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
202.223-7000	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
202.223-7000	Prohibition of Retraction Clauses	JUN 2013
202.225-7000	Buy American Act - Balance Of Payment Program	DEC 2012
202.225-7002	Qualifying Country Status - An Subcontractor	DEC 2012
202.225-7004	Report of Annual Performance Outside the United States and Canada - Subcontractor after Award	FEB 2014
202.225-7005	Identification Of Expenditures In The United States	JUN 2005
202.225-7000	Quarterly Reporting of Annual Contract Performance, Overseas In The United States	OCT 2010
202.225-7002	Performance For Certain Domestic Commodities	FEB 2013
202.225-7002	Trade Agreements	OCT 2013
202.225-7000	Industry Public And Practices Of Foreign Government	APR 2005
202.225-7000	Buy American - Post Trade Agreements - Balance of Payment	DEC 2012
202.225-7004	Compendium in English	JUN 1997
202.225-7004	Export Controlled Items	JUN 2013
202.225-7000	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
202.227-7013	Rights in Technical Data - Non-commercial Items	FEB 2014
202.227-7013 A&B	Rights in Technical Data - Non-commercial Items (FEB 2014) - Alternate 1	JUN 1995
202.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
202.227-7015	Technical Data - Commercial Items	FEB 2014
202.227-7016	Rights in Bulk or Physical Information	JAN 2011
202.227-7019	Validation of Award Restrictions - Computer Software	SEP 2011
202.227-7025	Limitations on the Use of Documents of Originations	MAY 2013
202.227-7026	Furnished Information Method with Restrictive Legends	NOV 2013
202.227-7027	Delivered Delivery Of Technical Data Or Computer Software	APR 1988
202.227-7027	Delivered Delivery Of Technical Data Or Computer Software	APR 1988
202.227-7027	Technical Data - Withholding Of Payments	MAR 2008
202.227-7027	Validation of Restrictive Markings on Technical Data Copies and Drawings	JUN 2013
202.231-7000	Supplemental Cost Principles	DEC 1991
202.232-7001	Electronic Submission of Payment Requests and Receipts	JUN 2012
202.232-7000	Reports	DEC 2006
202.232-7000	Letters on Contract Payments	JUN 2013
202.232-7000	Prohibition on Intimidation of Detainees by Contractor Personnel	JUN 2013
202.232-7009	Training for Contractor Personnel Interacting with Detainees	JUN 2013
202.242-7004	Material Management And Accounting System	MAY 2011
202.242-7000	Pricing Of Contract Modifications	DEC 1991
202.242-7000	Request for Equitable Adjustment	DEC 2012
202.244-7000	Subcontractors for Commercial Items	JUN 2013
202.244-7000	Contractor Purchase System Administration	JUN 2012
202.245-7000	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
202.246-7002	Reporting Loss of Government Property	APR 2012
202.246-7001	Contractor Property Management System Administration	APR 2012
202.246-7000	Reporting, Reconciliation, and Disposal	MAR 2008
202.246-7000	Material Inspection And Receiving Report	MAR 2008
202.246-7000	Notification of Potential Safety Issues	JUN 2013
202.247-7023	Transportation of Supplies by Sea	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.206-3 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret"

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 641), including the National Industrial Security Program Operating Manual (DOD 5200.22-M), and (2) any revisions to the manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

52.209-4 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>

(b) As required by section 3070 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews regarding subject C.S.;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(d) If the Contractor asserts in writing within 1 calendar day to the Government official who posted the information, that some of the information posted in the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official will remove the information from the posting from FAPIIS and receive the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(e) The Contractor will also have an opportunity to post comments regarding information that has been posted to the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor information will not be a part of the record unless the Contractor reviews them.

(f) As required by section 3009 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(g) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12958.

(End of clause)

52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notification in writing:

(1) When the Contractor becomes aware that a change in the ownership has occurred, it is certain to occur, that could result in changes to the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuation or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready copies of the records upon request;

(3) Retain that all individual and proposed assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.808(a).

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 1 year.

(End of clause)

52.222-1 PAYMENT FOR OVERTIME PREMIUMS (JULY 1999)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed 20% of the overtime premium to be paid for work --

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

(2) To induce labor employees such as those performing duties in connection with administration, practices, transportation, maintenance, standby plant practices, operation of utilities, or accounting;

(3) To perform non- 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 shut--

(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 the shut 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 such affected contract; and

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

* Insect other "zero" or the dollar amount agreed to during negotiations. The inserted figures do not apply to the exceptions in paragraph (a)(1) through (a)(4) of this clause.

(End of clause)

52.225-18 Availability of Funds (APR 1984)

Funds are not presently available to this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract. The notice of availability of funds issued pursuant to this clause will be posted to the NAVSUP FLC Norfolk web page at <http://www.navy.mil/navsup/contracting/contracting.html>

52.245-1 SUBCONTRACTS (OCT 2000)

(a) Definition. 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.

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 subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) If the Contractor does not have an approved purchasing system, consent to subcontract is required only on simplified contract actions (including simplified modifications and simplified delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

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

(2) It is a fixed-price contract.

(c) 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

(d) 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 7 percent of the total estimated cost of the contract.

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

(1) Those subcontracts that modify the Contracting Officer's estimate of the contract's performance or modification thereof for which consent is required under paragraph (c), (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 contract, 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 justification memorandum reflecting--

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

(B) The most significant considerations controlling overall estimate of initial or revised price;

(C) The reasons certified cost or pricing data 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 negotiating the final price;

(E) The extent to which it was incorporated 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 differences 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 (c), (c), or (d) of this clause.

(3) 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--

(i) Of the applicability of any subcontract terms or conditions;

(ii) Of the availability of any cost under this contract; or

(iii) To release the Contractor of any responsibility for performing this contract.

(4) 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 15.804-4(c)(4)(ii).

(5) The Contractor shall give the Contracting Officer immediate written notice of any action or cost final and propose notice of any clause 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 the contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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

(7) Paragraph (c) and (d) of this clause do not apply to the following subcontracts, which are excluded during negotiation:

Alion Science & Technology Corporation

Bruce Glass Hardware, Inc.

DEE, OMSI Engineering, LLC

Endley Corporation

GE Software Systems, Inc.

HEPC, LLC

M.R. Popovich & Company

Matheson Contract Technical Services, Inc.

Programme Technical Solutions, LLC

Procedural, Inc.

Quinn Systems, LLC

Scintec, Inc.

Tropix Media - Mid Atlantic, Inc.

TRC Acme and Training, Inc.

Valkyrie Enterprises, LLC

Via Optima, LLC

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (PER 1996)

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 viewed electronically at this address (location):

FAR Clauses: <http://www.acquisition.gov>

DFARS Clauses: <http://www.acquisition.gov>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

(End of clause)

252.201-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DOD official is defined in the clause at 252.201-7005, Requirements Relating to Compensation of Former DOD Officials.

(b) Definition. Former DOD official, the officer represents, in the best of his knowledge and belief, that all covered DOD officials employed by or otherwise receiving compensation from the officer, and who are expected to undertake activities on behalf of the officer for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 1.201-2.

(c) Acquisition Regulation 1.201-2.

(End of provision)

252.201-7009

PROHIBITION ON CONTRACTING WITH INDIVIDUALS THAT REQUIRE CERTAIN DEFERRAL

CONFIDENTIALITY AGREEMENTS (DEVIATION 2011-0016) (FEB 2011)

(a) The Contractor shall not require employees or

subcontractors seeking to report fraud, waste, or abuse to sign

or comply with internal confidentiality agreements or statements

prohibiting or otherwise restricting such employees or

contractors from lawfully reporting such waste, fraud, or abuse

as a designated investigator or the subcontractor representative

of a Federal department or agency authorized to receive such

information.

(b) The Contractor shall notify employees that the

prohibitions and restrictions of any internal confidentiality

agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not

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contracting requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the transmission of classified information.

(b)(1) In accordance with section 101 of Division E, Title VII, of the Consolidated and Further Continuing Resolutions Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.225-7045 ANTI-TERRORISM FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2004)

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

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

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

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

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

(4) Obtain and comply with the most current anti-terrorism force protection guidance for Contractor and subcontractor personnel.

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD anti-terrorism force protection can be obtained from [Contracting Officer to insert applicable information cited in FAR 225.7405-1].

(End of clause)

252.237-7021 CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

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

(1) Essential contractor service means a service provided by a firm or individual under contract to DoD to support mission-essential functions, such as support of vital systems, including ships on-stad, based, or operated in support of military missions or roles or war associated support activities, including intelligence, operations, and base support services, and similar services provided to foreign military units consistent with the Security Assistance Program. Services are essential if the effectiveness of defense operations or operations has the potential to be seriously impaired by the interruption of these services, as determined by the appropriate functional commander or civilian equivalent.

(2) Mission-essential functions means those organizational activities that must be performed under all circumstances to achieve DoD component missions or responsibilities, as determined by the appropriate functional commander or civilian equivalent. Failure to perform or sustain these functions would significantly affect DoD's ability to provide vital services or exercise authority, direction, and control.

(b) The Government has identified all or a portion of the contractor services performed under this contract as essential contractor services in support of mission-essential functions. These services are listed in attachment 5, Mission-Essential Contractor Services, dated 30 April 2014.

(c)(1) The Mission-Essential Contractor Services Plan submitted by the Contractor, is incorporated in this contract.

(2) The Contractor shall maintain and update its plan as necessary. The Contractor shall provide all plan updates to the Contracting Officer for approval.

(3) As directed by the Contracting Officer, the Contractor shall participate in training events, exercises, and drills associated with Government efforts to test the effectiveness of continuity of operations procedures and practices.

(d)(1) Notwithstanding any other clause of this contract, the Contractor shall be responsible to perform those services identified as essential contractor services during crisis situations (as directed by the Contracting Officer), in accordance with its Mission-Essential Contractor Services Plan.

(2) In the event the Contractor anticipates not being able to perform any of the essential contractor services identified in accordance with paragraph (d) of this clause during a crisis situation, the Contractor shall notify the Contracting Officer or other designated representative as expeditiously as possible and use its best efforts to cooperate with the Government in the Government's efforts to maintain the continuity of operations.

(e) The Government reserves the right in such crisis situations to use Federal employees, military personnel, or contract support from other contractors, or to enter into new contracts for essential contractor services.

(f) Changes. The Contractor shall aggregate and separately identify all costs incurred in continuing performance of essential services in a crisis situation. The Contractor shall notify the Contracting Officer of an increase or decrease in costs within ninety days after continued performance has been directed by the Contracting Officer, or within any additional period that the Contracting Officer approves in writing, but not later than the date of final payment under the contract. The Contractor's notice shall include the Contractor's proposal for an equitable adjustment and any data supporting the increase or decrease as the basis provided by the Contracting Officer. The parties shall negotiate an equitable price adjustment to the contract price, delivery schedule, or both as soon as is practicable after receipt of the Contractor's proposal.

(g) The Contractor shall include the substance of this clause, including this paragraph (g), in subcontracts for the essential services.

(End of clause)

252.249-7009 SPECIAL TERMINATION COSTS (DEC 1991)

(a) Definition. "Special termination costs, as used in this clause, means only costs in the following categories as defined in Part 31 of the Federal Acquisition Regulation (FAR)--

(1) Severance pay, as provided in FAR 31.205-6(c);

(2) Reasonable costs continuing after termination, as provided in FAR 31.205-42(b);

(3) Settlement of expenses, as provided in FAR 31.205-42(c);

(4) Costs of return of field service personnel from sites, as provided in FAR 31.205-35 and FAR 31.205-40(c); and

(5) Costs in paragraph (a)(1), (2), (3), and (4) of this clause to which subcontractors may be entitled in the event of termination.

(b) Notwithstanding the Limitation of Cost Limitation of Funds clause of this contract, the Contractor shall not include in its estimate of costs incurred or to be incurred, any amount for special termination costs to which the Contractor may be entitled in the event this contract is terminated for the convenience of the Government.

(c) The Contractor agrees to perform this contract in such a manner that the Contractor's claim for special termination costs will not exceed \$0. The Government shall have no obligation to pay the Contractor any amount for the special termination costs in excess of this amount.

(d) In the event of termination for the convenience of the Government, this clause shall not be construed as affecting the allowability of special termination costs in any manner other than limiting the maximum amount of the costs payable by the Government.

(e) This clause shall remain in full force and effect until this contract is fully funded.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254

Attachment 2 - Annual Event/Exercise Estimate

Attachment 3 - Minimum Quals_Additional Quals plus Crosswalk Added Quals_w functional areas

Attachment 4 - QASP

Attachment 5 - Performance Work Statement

Attachment 6 - USFF CPFINST 3501 3D

Attachment 7 - USFF CPF FRP INST 3000 15

Attachment 8 - Strike_Group Tactical Training Continuum Instruction

Attachment 9 - COMUSFLTFORCOMSTAFFNOTE 1500

Attachment 10 - SOFA

Attachment 11 - CAP

Attachment 12 - Deliverables Matrix

Attachment 13 - Amended Performance Work Statement (PWS) (MOD 41)

Attachment 14 - Amended Performance Work Statement (PWS) (MOD 43)