				1. CONTR	RACT ID CODE			OF PAGES
	DMENT OF SOLICITATION/MO	DIFICATION OF CONTRA	CI		U		1	2
	DMENT/MODIFICATION NO. 44	3. EFFECTIVE DATE 17-Sep-2014		1300	PURCHASE REQ. NO. 18734-0007		N/	ílf applicable) A
6. ISSUE	D BY CODE	N00039	7. ADN	IINISTERE	D BY (If other than Item 6)	COE	DE	S2404A
SPAWA	AR HQ			DCM	A Manassas			
4301 P	acific Highway			1450	1 George Carter Way			
San Die	ego CA 92110			Chan	tilly VA 20151			
joseph.	sade@navy.mil 410-224-7257							
			1					
8. NAME	AND ADDRESS OF CONTRACTOR (No., st	reet, county, State, and Zip Code)			9A. AMENDMENT OF SOL	ICITATI	ON NO.	
DEL	OITTE CONSULTING							
1725	5 Duke Street							
Alex	andria VA 22314-3456				9B. DATED (SEE ITEM 11	)		
					10A. MODIFICATION OF C	ONTRA	CT/ORDER N	Ю.
				[X]				
					N00178-04-D-402		)3	
0405				_	10B. DATED (SEE ITEM	(3)		
CAGE CODE	1TTG5 FACI	LITY CODE			01-Oct-2006			
	11. THI	S ITEM ONLY APPLIES TO	AMEND	MENTS (	OF SOLICITATIONS			
Offers mus (a) By com separate lo PLACE DE amendmen and this an	bove numbered solicitation is amended as st acknowledge receipt of this amendment p upleting Items 8 and 15, and returning one (* etter or telegram which includes a reference SIGNATED FOR THE RECEIPT OF OFFEF nt you desire to change an offer already sub mendment, and is received prior to the oper DUNTING AND APPROPRIATION DATA ( <i>If t</i>	vior to the hour and date specified in ) copy of the amendment; (b) By ack to the solicitation and amendment n RS PRIOR TO THE HOUR AND DAT mitted, such change may be made b hing hour and date specified.	the solici nowledgir umbers. I E SPECIF	ation or as g receipt of AILURE O ED MAY R	amended, by one of the follow this amendment on each cop F YOUR ACKNOWLEDGEME ESULT IN REJECTION OF YO	wing me y of the NT TO OUR OF	offer submitte BE RECEIVE FER. If by vir	ed; or (c) By D AT THE tue of this
		SEE SECTION O	6					
		M APPLIES ONLY TO MOD				S,		
(1)		IES THE CONTRACT/ORD						
(*)	A. THIS CHANGE ORDER IS ISSUED PI ITEM 10A.	JRSUANT TO: (Specify authority)	HE CHAN	GES SET I	-ORTH IN ITEM 14 ARE MAD	EINIH		I ORDER NO. IN
[]								
[]	B. THE ABOVE NUMBERED CONTRACT date, etc.)SET FORTH IN ITEM 14, PURS				TIVE CHANGES (such as cha	anges in	paying office	, appropriation
[X]	C. THIS SUPPLEMENTAL AGREEMENT SEE PAGE 2.	IS ENTERED INTO PURSUANT TO	AUTHOR	ITY OF:				
[]	D. OTHER (Specify type of modification a	and authority)						
	RTANT: Contractor [ ] is not, [X] is r	equired to sign this document and	oturn 1	conies to t	the issuing office			
	RIPTION OF AMENDMENT/MODIFICATION			-	_	ere feas	sible.)	
SEE	PAGE 2							
15A. NAM	IE AND TITLE OF SIGNER (Type or print)		16A. NA	ME AND TI	TLE OF CONTRACTING OFF	ICER (T	ype or print)	
15B CON	TRACTOR/OFFEROR	15C. DATE SIGNED			e, Contracting Officer		16C DA	TE SIGNED
100.000		ISS. BATE SIGNED	100. 01				100. DA	
/s/Chris L		17-Sep-2014	BY _	/s/J. Clint			17-Sep-2	2014
	Signature of person authorized to sign) -01-152-8070	30	-105	(Signat	ure of Contracting Officer)		ORM 30 (Rev	( 10-83)
	S EDITION UNUSABLE				Prescrib FAR (48	ed by G	SA È	. 10-00)

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### **GENERAL INFORMATION**

Continuation of Block 13C: This supplemental agreement is entered into pursuant to authority of FAR 52.232-20 Limitation of Cost (Apr 1984), B-1 ADDITIONAL SLINS, B-2 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003) (5252.216-9201), B-3 ALLOTMENT OF FUNDS (JAN 1989) (5252.232-9200), and by the Mutual Agreement of the Parties.

The purposes of this modification are to:

1. In order to adjust to the completed level of effort performed, decrease the amount allotted to estimated cost for CLIN 1301 by \$76,947.37, increase the amount allotted to fixed fee by \$26,867.88, and de-obligate excess funds in the amount of \$50,079.49 under SLIN 130101 ACRN AU. This results in a total Estimated Cost of \$9,497,797.30 and Fixed Fee of \$604,558.86.

2. In order to adjust to the completed level of effort performed, decrease the amount allotted to estimated cost for CLIN 1305 by \$19,987.06, decrease the amount allotted to fixed fee by \$1,219.96, and de-obligate excess funds in the total amount of \$21,207.02 under the same, ACRN BF. For purposes of this modification, it must be noted that the current total invoice amount under CLIN 1305 is \$608,792.98. However, a total of \$22,426.98 should be available to be de-obligated, as a result of not delivering the full subject LOE. As the amount to de-obligate cannot exceed the invoiced amount, the remaining amount of \$1,219.96 should be de-obligated later under the Estimated Cost, when the amount is reconciled by the contractor.

3. In order to adjust to the completed level of effort performed, and as a result of Modification 42, obligate additional funds in the total amount of \$97,897.68 under SLIN 140107, ACRN BN, as provided by PR 130018734-0007.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$42,869,045.26 by \$26,611.17 to \$42,895,656.43.

CLIN/SLIN	V Type Of Fund	From (\$)	By (\$)	To (\$)
130101	O&MN,N	6,621,709.40	(50,079.49)	6,571,629.91
1305	O&MN,N	630,000.00	(21,207.02)	608,792.98
140107	O&MN,N	571,589.78	97,897.68	669,487.46

The total value of the order is hereby decreased from \$43,394,200.00 by \$60,198.84 to \$43,334,001.16.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
1301	10,162,555.00	(60,198.84)	10,102,356.16

All other contract terms and conditions remain unchanged.

# ADDITIONAL CONFORMED SCHEDULE CHANGES FOLLOW

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# SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

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For Cost Type Items:
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Item	PSC	Supplies/Services	Qty	Unit	Est.	Cost	Fixed Fee	CPFF
1001	R408	Labor (O&MN,N)	1.0	LO				\$7,712,557.00
100101	R408	ACRN AA (O&MN,N)						
100102	R408	ACRN AB (O&MN,N)						
100103	R408	ACRN AC (O&MN,N)						
100104	R408	ACRN AD (O&MN,N)						
100105	R408	ACRN AE (O&MN,N)						
100106	R408	ACRN AF (O&MN,N)						
100107	R408	ACRN AG (O&MN,N)						
100108	R408	ACRN AH (O&MN,N)						
100109	R408	ACRN AJ (O&MN,N)						
100110	R408	ACRN AK (O&MN,N)						
100111	R408	(O&MN,N)						
1002	R408	Labor (O&MN,N)	1.0	HR				\$216,000.00
1101	R408	Labor (O&MN,N)	1.0	LO				\$9,250,928.00
110101	R408	(O&MN,N)						
110102	R408	(O&MN,N)						
110103	R408	(O&MN,N)						
1105	R408	DIMHRS Support (O&MN,N)	1.0	LO				\$402,000.00
1110	R408	Labor (FY08 OPN) (OPN)	1.0	LO				\$514,173.00
111001	R408	(OPN)						
1201	R408	Labor (O&MN,N)	1.0	LO				\$9,335,000.00
120101	R408	(O&MN,N)						
1204	R408	Labor (O&MN,N)	1.0	HR				\$181,000.00
1301	R408	Labor (O&MN,N)	1.0	LO				\$10,102,356.16
130101	R408	(O&MN,N)						
130102	R408	(O&MN,N)						
130103	R408	(O&MN,N)						
130104	R408	(O&MN,N)						
130105	R408	(O&MN,N)						
130106	R408	(O&MN,N)						

			DNTRACT NO. 00178-04-D-4020	DELIVERY ORDER NS03	NO.		AMENC 44	MENT/MODIF	FICATION NO.	PAGE 2 of 41		FINAL
										•		
	Item	PSC	Supplies/Services		Qty	Unit	Est.	Cost	Fixed Fee	CPFI	7	
	130107	R408	(O&MIN,N)									
	130108	R408	(O&MIN,N)									
	130109	R408	(O&MIN,N)									
	130110	R408	(O&MIN,N)									
	1305	R408	IP and IP/IF Support	(O&MN,N)	1.0	LO				\$63	0,000	.00
	1401	R408	Labor (O&MN,N)		1.0	LO				\$3,	322,6	61.00
	140101	R408	Contracts (O&MN,N)									
	140102	R408	System Engineering (	O&MIN,N)								
	140103	R408	Finance (O&MN,N)									
	140104	R408	Logistics (O&MN,N)									
	140105	R408	Portal (O&MN,N)									
	140106	R408	TFM (O&MN,N)									
	140107	R408	Acqusition (O&MN,N)									
	140108	R408	Change Management(08	MN,N)								
	140109	R408	Front Office (O&MN,N	1)								
	140110	R408	E-Solutions (O&MN,N)									
	140111	R408	Lean Six Sigma Suppo	ort (O&MN,N)								
Ę.	or 000	Ttom										
	or ODC <b>Item</b>	rten PSC	Supplies/Services						<u></u>	Unit	Fat	Goat
	TCelli	FOC	pubbites/pervices						QUY	OUTC	BSC.	COSL

3001	R408	Travel and ODCs in sup only)(O&MN,N)	port of CLIN 1	.001 (non-fee	bearing/G&A	1.0	LO	\$350,000.00
300101	R408	ACRN AA (O&MN,N)						
300102	R408	ACRN AB (O&MN,N)						
300103	R408	ACRN AC (O&MN,N)						
300104	R408	ACRN AD (O&MN,N)						
300105	R408	ACRN AE (O&MN,N)						
300106	R408	ACRN AF (O&MN,N)						
300107	R408	ACRN AG (O&MN,N)						
300108	R408	ACRN AH (O&MN,N)						
300109	R408	(O&MN,N)						
300110	R408	ACRN AK (O&MN,N)						
300111	R408	ACRN AL (O&MN,N)						

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		100178-04-D-4020	DELIVERY ORDER NO. NS03	AMENDMENT/MODIFICATIC 44	NU NU.	PAGE 3 of 41	FINAL
	1	00178-04-D-4020	11505			50141	-
Item	PSC	Supplies/Services			Qty	Unit	Est. Cost
3002	R408	Travel and ODCs in s only)(O&MN,N)	support of CLIN 3002	(non-fee bearing/G&A	1.0	LO	\$9,000.00
3101	R408	Travel and ODCs in s (O&MN,N)	support of CLIN 1101	(non-fee bearing,G&A only	) 1.0	LO	\$346,094.00
310101	R408	(O&MIN,N)					
310102	R408	(O&MIN,N)					
310103	R408	(O&MIN,N)					
3105	R408	DIMHRS ODCs (O&MN,N)			1.0	LO	\$20,000.00
3110	R408	Travel and ODCs in s (OPN)	support of CLIN 1110	(non-fee bearing,G&A only	) 1.0	LO	\$172,146.00
311001	R408	(OPN)					
3201	R408	Travel and ODCs in s only)(O&MN,N)	support of CLIN 1201	(non-fee bearing/G&A	1.0	LO	\$374,500.00
320101	R408	(O&MIN,N)					
3301	R408	Travel and ODCs in s only)(O&MN,N)	support of CLIN 1301	(non-fee bearing/G&A	1.0	LO	\$228,555.00
330101	R408	(O&MIN,N)					
330102	R408	(O&MIN,N)					
3305	R408	ODCs in support of C	CLIN 1305 (O&MN,N)		1.0	LO	\$20,000.00
3401	R408	Travel and ODCs in s (O&MN,N)	support of CLIN 1401	(non-fee bearing,G&A only	) 1.0	LO	\$147,031.00
340101	R408	(O&MIN,N)					

#### **B-1 ADDITIONAL SLINS**

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this Order.

### B-2 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003) (5252.216-9201)

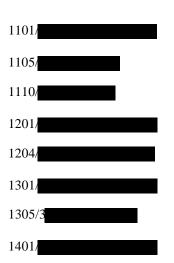
The fixed fee for work performed under this contract is [SEE TABLE BELOW], provided that not less than [SEE TABLE BELOW] staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than [SEE TABLE BELOW] staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to [SEE TABLE BELOW] percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Government, at the time of final payment.

## CLIN/FIXED FEE/STAFF HOURS/FEE PERCENTAGE

1001/

1002/4

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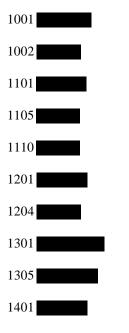


B-3 ALLOTMENT OF FUNDS (JAN 1989) (5252.232-9200)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

### ITEM(S) ALLOTTED TO FIXED FEE



(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S) ALLOTTED TO COST PERIOD OF PERFORMANCE

1001	30 September 2007
1002	31 March 2008
1101	30 September 2008
1105	30 June 2009

1110 30 September 2008

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1201 30 September 2009
1204 30 September 2009
1301 30 September 2010
1305 December 2010
1401 15 January 2011
3001 30 September 2007
3002 31 March 2008
3101 30 September 2008
3105 30 June 2009
3110 30 September 2008
3201 30 September 2009
3301 30 September 2010
3305 31 December 2010
3401 15 January 2011
That the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any

That the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

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# SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998) (SPAWAR C-301)

Work under this contract shall be performed in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL).

### C-2 QUALITY ASSURANCE PLAN

(1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(2) Performance Standards:

a. The deliverables under this task order will be consistently technically accurate.

b. The services delivered under this task order will be consistently of high quality.

c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).

d. The contractor will be consistently responsive to Government customers in its performance of this task order.

e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) Evaluation Methods: The TOM will conduct performance evaluations based the standards in paragraph 2 above using the following technique:

a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.

b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.

c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.

b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:

i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and

ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

### C-3 SECURITY REQUIREMENTS (DEC 1999) (SPAWAR C-313)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 3, involves access to and handling of classified material up to and including SECRET.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3)

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assure compliance with any written instructions from the SPAWARSYSCOM Security Officer.

C-4 WORKWEEK (DEC 1999) (SPAWAR C-315)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWARSYSCOM is Monday – Friday 0800 to 1630 hours. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

# C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR C-317)

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

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(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

C-6 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001) (SPAWAR C-718)

(a) Each Electronic and Information Technology (EIT) supply or service provided under this task order shall comply with the EIT Accessibility Standards listed below:

[The Contracting Officer shall consult with the program office to determine which standards listed in subsection (a) apply and shall check all applicable standards prior to issuing the solicitation.]

36 C.F.R. § 1194.21 (Software Applications and operating systems)

36 C.F.R. § 1194.22 (Web-based and internet information and applications)

36 C.F.R. § 1194.23 (Telecommunications products)

36 C.F.R. § 1194.24 (Video and multimedia products)

36 C.F.R. § 1194.25 (Self contained, closed products)

36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this task order shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this task order does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the task order , the Government will have the rights and remedies contained in the task order.

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# SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

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# SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his/her duly authorized representative.

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# SECTION F DELIVERABLES OR PERFORMANCE

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

1001	10/1/2006 - 9/30/2007
1002	9/5/2007 - 3/31/2008
1101	10/1/2007 - 9/30/2008
1105	7/8/2008 - 7/7/2009
1110	11/8/2007 - 9/30/2008
1201	10/1/2008 - 9/30/2009
1204	6/16/2009 - 9/30/2009
1301	10/1/2009 - 9/30/2010
1305	9/13/2010 - 12/31/2010
1401	10/1/2010 - 1/15/2011
3001	10/1/2006 - 9/30/2007
3002	9/5/2007 - 3/31/2008
3101	10/1/2007 - 9/30/2008
3105	7/8/2008 - 7/7/2009
3110	11/8/2007 - 9/30/2008
3201	10/1/2008 - 9/30/2009
3301	10/1/2009 - 9/30/2010
3305	9/14/2010 - 12/31/2010
3401	10/1/2010 - 1/15/2011

### CLIN - DELIVERIES OR PERFORMANCE

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

1001	10/1/2006 - 9/30/2007
1002	9/5/2007 - 3/31/2008
1101	10/1/2007 - 9/30/2008
1105	7/8/2008 - 7/7/2009
1110	11/8/2007 - 9/30/2008
1201	10/1/2008 - 9/30/2009
1204	6/16/2009 - 9/30/2009
1301	10/1/2009 - 9/30/2010
1305	9/13/2010 - 12/31/2010
1401	10/1/2010 - 1/15/2011
3001	10/1/2006 - 9/30/2007
3002	9/5/2007 - 3/31/2008
3101	10/1/2007 - 9/30/2008
3105	7/8/2008 - 7/7/2009
3110	11/8/2007 - 9/30/2008
3201	10/1/2008 - 9/30/2009

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3301		10/1/2009 - 9/30/2010		
3305		9/14/2010 - 12/31/2010		
3401		10/1/2010 - 1/15/2011		

## F-1 PERIODS OF PERFORMANCE (DEC 1999)

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract.

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001. Submissions are due monthly by the 10th of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

In addition to the content specified in the CDRL Item, a brief narrative shall be included in the MSR to address the following:

#### a) Period Covered by Report

b) Significant Accomplishments - Description of the technical progress made during that period.

c) Significant Issues

d) Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.

e) Travel Activity

The contractor shall provide emergent reports at the request of the Task Order Contracting Officer or Task Order Manager.

# G-2 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN) listed on the attached Financial Accounting Data (FAD) sheet. The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

### G-3 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a cost plus fixed fee task order.

### **G-4 INVOICES**

See basic contract.

#### G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Randall Grau

Code: SPAWAR 02B

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7558

E-Mail: randall.grau@navy.mil

G-6 TASK ORDER MANAGER

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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The task order manager for this order is:

Richard Lucey

2451 Crystal Drive, Suite 1139

Arlington, VA 22202-4804

richard.lucey@navy.mil

(703) 602-3274

Accounting Data

SLINID PR N	umber		Amount					
100101			140792	.00				
LLA : AA 1771804	QТбМ	252	EAlES	0	068342	2 D	04A6M0	703AC0003AC0
100102			140792	.00				
LLA : AB 1771804	QТбМ	252	EAlES	0	068342	2 D	04A6M0	703AD0003AD0
100103			140792	.00				
LLA : AC 1771804	QТ6М	252	EA1ES	0	068342	2 D	04A6M0	703C0003C00
100104			140798	.00				
LLA : AD 1771804	QТбМ	252	EAlES	0	068342	2 D	04A6M0	7 0 3 E N 0 0 0 3 E N 0
100105			140792	.00				
LLA : AE 1771804	QТбМ	252	EAlES	0	068342	2 D	04A6M0	7 0 3 F N 0 0 0 3 F N 0
100106			140792	.00				
LLA : AF 1771804	Q T 6 M	252	EAlES	0	068342	2 D	04A6M0	703L00003L00
100107 LLA :			891718	.00				
AG 1771804	QТ6М	252	EAlES	0	068342	2 D	04A6M0	703BT0003BT0
100108 LLA :			93864.	00				
AH 1771804	QТбМ	252	EAlES	0	068342	2 D	04A6M0	703PA0003PA0
300101 LLA :			3846.0	0				
AA 1771804	QТ6М	252	EAlES	0	068342	2 D	04A6M0	703AC0003AC0
300102 LLA :			3846.0	0				
AB 1771804	QТбМ	252	EAlES	0	068342	2 D	04A6M0	703AD0003AD0
300103 LLA :			3846.0	0				
AC 1771804	QТ6М	252	EAlES	0	068342	2 D	04A6M0	703C00003C00
300104 LLA :			3846.0	0				
AD 1771804	Q T 6 M	252	EAlES	0	068342	2 D	04A6M0	7 0 3 E N 0 0 0 3 E N 0
300105 LLA :			3846.0	0				
	QT6M	252	EAlES	0	068342	2 D	04A6M0	7 0 3 F N 0 0 0 3 F N 0
300106			3846.0	0				

CONTRACT NO. N00178-04-D-4	020	DELIVE NS03	RY ORDER N	NO.	AMEND 44	MENT/M	IODIFICATION	NO.	PAGE 15 of 41	FINAL
LLA : AF 1771804	Q Т 6 М	252	EAlES	0	068342	2 D	04A6M0	703	3LO0003LC	0
	QION	252	24360.0		000512	20	0 1110110	, 0 2		
300107 LLA :										_
AG 1771804	QТ 6 M	252	EAlES	0	068342	2 D	04A6M0	703	BT0003B1	0
300108 LLA :			2564.00	)						
AH 1771804	Q T 6 M	252	EAlES	0	068342	2 D	04A6M0	703	8 P A O O O 3 P A	40
BASE Funding 1 Cumulative Fur										
MOD 01										
100101			200000.	.00						
LLA : AA 1771804	Q Т 6 М	252	EAlES	0	068342	2 D	04A6M0	703	3AC0003AC	2.0
100104	2		135000.							-
lla :	OTEM	252			060242	2.5	0476300	707		T 0
AD 1771804	Q Т 6 М	252	EAles	0	068342	2 D	04A6M0	/03	3 E N O O O 3 E N	10
100106 LLA :			100000.							
AF 1771804	QТ 6 M	252	EAlES	0	068342	2 D	04A6M0	703	3LOOOO3LC	0 0
100107 LLA :			(450000	).00)						
AG 1771804	Q T 6 M	252	EAlES	0	068342	2 D	04A6M0	703	BT0003B1	ΓΟ
100108 LLA :			15000.0	0 0						
AH 1771804	Q T 6 M	252	EA1ES	0	068342	2 D	04A6M0	703	8 P A O O O 3 P A	A 0
300101 LLA :			5000.00	D						
AA 1771804	Q T 6 M	252	EAlES	0	068342	2 D	04A6M0	703	8 A C O O O 3 A C	20
300102			(2146.0	)))						
LLA : AB 1771804	Q T 6 M	252	EA1ES	0	068342	2 D	04A6M0	703	BAD0003AD	0 0
300103			(3846.0	00)						
LLA : AC 1771804	QT6M	252	EAlES	0	068342	2 D	04A6M0	703	3 C O O O O 3 C C	0 0
300104			500.00							
LLA : AD 1771804	Q T 6 M	252	EAlES	0	068342	2 D	04A6M0	703	BENOOO3EN	10
300105			(1846.0	)))						
LLA : AE 1771804	ОТбМ	252	EA1ES		068342	2 D	04A6M0	703	3 F N O O O 3 F N	10
300106	QION	252	(2650.0		000012	20	0 1110110	, 0 2		
LLA :	ORCM	252			0 < 0 2 4 2	2.5	0.4.7.6.14.0	7.0.2		
AF 1771804	Q Т 6 М	252	EAlES		068342	2 D	04A6M0	/03	3LO0003LC	0
300107 LLA :			4250.00							
AG 1771804	Q T 6 M	252	EAlES	0	068342	2 D	04A6M0	703	BT0003B1	ΓΟ
300108 LLA :			738.00							
AH 1771804	QТбМ	252	EA1ES	0	068342	2 D	04A6M0	703	8 P A O O O 3 P A	A 0

MOD 01 Funding 0.00 Cumulative Funding 1880340.00

CONTRACT NO. N00178-04-D-4	020	DELIVE NS03	ERY ORDER N	10.	AMEND 44	MENT/M	10DIFICATION	NO. PAGE FINAL 16 of 41
MOD 02								
100101			750000.	0 0				
LLA : AA 1771804	Q T 6 M	252	EAlES	0	068342	2 D	04A6M0	703AC0003AC0
100102 LLA :			225000.	00				
AB 1771804	Q T 6 M	252	EAlES	0	068342	2 D	04A6M0	703AD0003AD0
100103 LLA :			200000.	00				
AC 1771804	QТбМ	252	EA1ES	0	068342	2 D	04A6M0	703C0003C00
100104 LLA :			775000.	00				
AD 1771804	QТбМ	252	EAlES	0	068342	2 D	04A6M0	703EN0003EN0
100105 LLA :			470000.	00				
AE 1771804	Q T 6 M	252	EAlES	0	068342	2 D	04A6M0	7 0 3 F N 0 0 0 3 F N 0
100106 LLA :			150000.					
	Q Т 6 М	252	EAles		068342	2 D	04A6M0	703L00003L00
100107 LLA :		0.5.0	275000.					
AG 1771804 100108	QТ 6 M	252	EA1ES 200000.	0	068342	2 D	04A6M0	703BT0003BT0
LLA : AH 1771804	Q T 6 M	252	EA1ES		068342	2 D	04A6M0	703PA0003PA0
300101	QIUM	232	18562.0		000342	20	UTAOMO	705FA0005FA0
LLA : AA 1771804	Q T 6 M	252		0	068342	2 D	04A6M0	703AC0003AC0
300102	~		1500.00					
LLA : AB 1771804	QТбМ	252	EAlES	0	068342	2 D	04A6M0	703AD0003AD0
300103			2046.00					
LLA : AC 1771804	QT6M	252	EAlES	0	068342	2 D	04A6M0	703C0003C00
300104			10000.0	0				
LLA : AD 1771804	QT6M	252	EAlES	0	068342	2 D	04A6M0	7 0 3 E N 0 0 0 3 E N 0
300105			15000.0	0				
LLA : AE 1771804	QT6M	252	EAlES	0	068342	2 D	04A6M0	7 0 3 F N 0 0 0 3 F N 0
300106 LLA :			1846.00					
AF 1771804	QТбМ	252	EAlES	0	068342	2 D	04A6M0	703L00003L00
300107 LLA :			12046.0	0				
AG 1771804	Q T 6 M	252	EAlES	0	068342	2 D	04A6M0	703BT0003BT0
300108 LLA :			4000.00					
AH 1771804	QТбМ	252	EAlES	0	068342	2 D	04A6M0	703PA0003PA0

MOD 02 Funding 3110000.68 Cumulative Funding 4990340.68

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N00178-04-D-40	020	NS03			44				17 of 41	
300101			5000.0	0						
LLA : AA 1771804	QТбМ	252	EA1ES	0 0 6	58342	2 D	04A6M0	703	AC0003AC	0
300107			12000.	0 0						
LLA : AG 1771804	QТбМ	252	EAlES	0 0 6	58342	2 D	04A6M0	703	BT0003BT	0
300108			18000.	0 0						
LLA : AH 1771804	QТбМ	252	EAlES	0 0 6	58342	2 D	04A6M0	703	P A O O O 3 P A	.0
MOD 03 Funding Cumulative Fun										
MOD 04										
100101			230246	0.0						
LLA :										
AA 1771804	QТбМ	252	EA1ES	0 06	58342	2 D	04A6M0	703	AC0003AC	0
100104 LLA :			356000	.00						
AD 1771804	QТбМ	252	EA1ES	0 06	58342	2 D	04A6M0	703	E N O O O 3 E N	0
100105 LLA :			200000	.00						
AE 1771804	QТ 6 M	252	EA1ES	0 0 6	58342	2 D	04A6M0	703	FN0003FN	0
100108			150000	.00						
LLA : AH 1771804	QТ6М	252	EAlES	0 0 6	58342	2 D	04A6M0	703	PA0003PA	.0
100109			157500	.00						
LLA : AJ 1771804 60F	N 0250 69	235 0 0	68892 2D	X007SN	6047670D	AACQ				
300101			5000.0	0						
LLA : AA 1771804	QТбМ	252	EA1ES	0 06	58342	2 D	04A6M0	703	AC0003AC	0
300102	~		5000.0							
LLA :	O T G M	252			58342	2 D	04A6M0	702	AD0003AD	0
	Q T 6 M	232			00342	20	04A0M0	103	ADUUUJAD	0
300105 LLA :			5000.0							
AE 1771804	QТ 6 M	252	EAlES	0 06	58342	2 D	04A6M0	703	FN0003FN	0
300106 LLA :			5000.0	0						
AF 1771804	QТ 6 M	252	EA1ES	0 0 6	58342	2 D	04A6M0	703	LOOOO3LO	0
300107 LLA :			25000.	0 0						
AG 1771804	QТбМ	252	EAlES	0 0 6	58342	2 D	04A6M0	703	BT 0 0 0 3 BT	0
300108			5000.0	0						
LLA : AH 1771804	QТ6М	252	EA1ES	0 0 6	58342	2 D	04A6M0	703	PA0003PA	0
300109			17500.	0 0						
LLA : AJ 1771804 60F	N 0250 69	235 0 0	68892 2D	X007SN	6047670D	AACQ				
MOD 04 Funding Cumulative Fun										

Cumulative Funding 6186586.68

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100110 126400.00 LLA : AK 1771804 60TN 250 69235 0 068892 2D X008SN 692357LHSPTQ 300110 10000.00 LLA : AK 1771804 60TN 250 69235 0 068892 2D X008SN 692357LHSPTQ MOD 05 Funding 136400.00 Cumulative Funding 6322986.68 MOD 06 100101 110870.00 LLA : 252 EA1ES 0 AA 1771804 QТбМ 068342 2D 04A6M0 703AC0003AC0 100102 175000.00 LLA : AB 1771804 Q Т 6 М EA1ES 068342 04A6M0 252 0 2 D 703AD0003AD0 100103 100000.00 LLA : AC 1771804 QТбМ 252 EA1ES 0 068342 2 D 04A6M0 703C00003C00 100104 325000.00 LLA : AD 1771804 ОТбМ 252 EA1ES 0 068342 2 D 04A6M0 703EN0003EN0 100105 235000.00 LLA : AE 1771804 QТбМ 252 EA1ES 0 068342 2 D 04A6M0 703FN0003FN0 100106 (100000.00) LLA : AF 1771804 EA1ES 0 068342 04A6M0 703L00003L00 ОТбМ 252 2 D 100107 135000.00 LLA : QT6M 252 AG 1771804 EA1ES 0 068342 2 D 04A6M0 703BT0003BT0 100110 245000.00 LLA : AK 1771804 60TN 250 69235 0 068892 2D X008SN 692357LHSPTQ 300101 22503.00 T.T.A : AA 1771804 Q Т 6 М 252 EA1ES 0 068342 2 D 04A6M0 703AC0003AC0 300102 (2961.00) LLA : AB 1771804 EA1ES 0 068342 703AD0003AD0 QТбМ 252 2 D 04A6M0 300104 20000.00 T.T.A : AD 1771804 QТбМ 252 EA1ES 0 068342 04A6M0 703EN0003EN0 2 D 300105 18000.00 LLA : AE 1771804 EA1ES 0 ОТбМ 252 068342 2 D 04A6M0 703FN0003FN0 300106 (3042.00) LLA : AF 1771804 QТбМ 252 EA1ES 0 068342 2 D 04A6M0 703L00003L00 300107 18000.00 LLA : AG 1771804 QТбМ 252 EA1ES 0 068342 2 D 04A6M0 703BT0003BT0

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					•					
MOD 06 Fundin Cumulative Fu			8							
MOD 07										
100101			185000	.00						
LLA : AA 1771804	QT6M	252	EAlES	0	068342	2 D	04A6M0	7032	A C O O O 3 A C	0
100102			65000.	0 0						
LLA : AB 1771804	QТ6М	252	EAlES	0	068342	2 D	04A6M0	7032	A D O O O 3 A D	0
100103			50000.	0 0						
LLA : AC 1771804	QT6M	252	EAlES	0	068342	2 D	04A6M0	7030	20000320	0
100104			25000.	00						
LLA : AD 1771804	QT6M	252	EAlES	0	068342	2 D	04A6M0	7031	ENOOO3EN	0 1
100105			(17300	0.00)						
LLA : AE 1771804	QT6M	252	EAlES	0	068342	2 D	04A6M0	7031	FNOOO3FN	0 1
100106 LLA :			(75000	.00)						
AF 1771804	Q T 6 M	252	EAlES	0	068342	2 D	04A6M0	703	LOOOO3LO	0
100107 LLA :			(14500	0.00)						
AG 1771804	QT6M	252	EAlES	0	068342	2 D	04A6M0	7031	BT0003BT	0
100108 LLA :			125000	.00						
AH 1771804	QT6M	252	EAlES	0	068342	2 D	04A6M0	7031	P A O O O 3 P A	. 0
100109 LLA :			(57000	.00)						
AJ 1771804 60	FN 0250 6	59235 0	068892 2D	X0078	SN 6047670	DDAACQ				
1002 LLA :			216000	.00						
AL 1771804 22	M9 000 68	3045 0 (	)68566 2D	CFQ333	3 680457FÇ	Q332Q				
300101 LLA :			1500.0	0						
AA 1771804	QТ6М	252	EAlES	0	068342	2 D	04A6M0	7032	A C O O O 3 A C	0
300104 LLA :			20000.	00						
AD 1771804	QТ6М	252	EAlES	0	068342	2 D	04A6M0	7031	E N O O O 3 E N	0 1
300105 LLA :			11500.	00						
AE 1771804	QТ6М	252	EAlES	0	068342	2 D	04A6M0	7031	FNOOO3FN	0 1
300109 LLA : AJ 1771804 60	FN 0250 6	59235 0	(6600. 068892 2D		SN 6047670	DDAACQ				
3002			9000.0	0						
LLA : AL 1771804 22	M9 000 68	3045 0 (	)68566 2D	CFQ333	3 680457FÇ	Q332Q				
MOD 07 Fundin Cumulative Fu:			8							
MOD 08										
100101			45000.	00						

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1100170 01 2	020	11000							20 01 11	
LLA :	_									
AA 1771804	QТ6М	252	EAlES	0	068342	2 D	04A6M0	703	AC0003AC	0
100102 LLA :			65000.	00						
AB 1771804	Q T 6 M	252	EAlES	0	068342	2 D	04A6M0	703	AD 0 0 0 3 AD	0
100104			94200.	00						
LLA : AD 1771804	QT6M	252	EAlES	0	068342	2 D	04A6M0	703	E N O O O 3 E N	0
100105			17000.	00						
LLA : AE 1771804	QT6M	252	EAlES	0	068342	2 D	04A6M0	703	FN0003FN	0
100106			75000.	0 0						
LLA : AF 1771804	Q Т 6 М	252	EAlES	0	068342	2 D	04A6M0	703	L00003L0	0
100107			27500.	00						
LLA : AG 1771804	Q T 6 M	252	EAles	0	068342	2 D	04A6M0	703	BT0003BT	0
100108	~		67500.							
LLA :	OTEM	252			069242	2.0	042630	702		0
AH 1771804	Q T 6 M	252	EAlES	0	068342	2 D	04A6M0	703	PA0003PA	. U
MOD 08 Funding Cumulative Fu										
MOD 09										
110101			830000	.00						
LLA : AM 1781804 5T	6M 252 E#	A1ES 0 0	68342 2D	04A6M(	703ES000	3ES0				
310101			20000.	00						
LLA : AM 1781804 5T	6M 252 E#	Ales 0 0	68342 2D	04A6M(	703ES000	3 E S O				
MOD 09 Fundin										
Cumulative Fu	nding 91.	L3956.68								
MOD 10										
111001 LLA :			60000.	00						
AN 1781810 57	IT 252 E <i>i</i>	A1ES 0 0	68342 2D	000000	IT555LKB	000				
311001 LLA :			10000.	00						
AN 1781810 57	IT 252 E <i>i</i>	Ales 0 0	68342 2D	00000	IT555LKB	000				
MOD 10 Funding Cumulative Fu										
MOD 11										
110101			225000	.00						
LLA : AM 1781804 5T	бм 252 Е <i>1</i>	A1ES 0 0	68342 2D	04A6M(	703ES000	3es0				
		-	15000.							
310101										
310101 LLA : AM 1781804 5T	SM 0E0 P7	\1፹c ^ ^			1 70250000	3500				

Cumulative Funding 9423956.68

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MOD 12 110101 1200000.00 LLA : AM 1781804 5T6M 252 EAIES 0 068342 2D 04A6M0 703ES0003ES0 310101 35000.00 LLA : AM 1781804 5T6M 252 EA1ES 0 068342 2D 04A6M0 703ES0003ES0 MOD 12 Funding 1235000.00 Cumulative Funding 10658956.68 MOD 13 111001 431173.00 LLA : AN 1781810 57IT 252 EA1ES 0 068342 2D 000000 IT555LKB000 311001 98827.00 LLA : AN 1781810 57IT 252 EA1ES 0 068342 2D 000000 IT555LKB000 MOD 13 Funding 530000.00 Cumulative Funding 11188956.68 MOD 14 110101 5000000.00 LLA : AM 1781804 5T6M 252 EA1ES 0 068342 2D 04A6M0 703ES0003ES0 100000.00 310101 LLA : AM 1781804 5T6M 252 EA1ES 0 068342 2D 04A6M0 703ES0003ES0 MOD 14 Funding 5100000.00 Cumulative Funding 16288956.68 MOD 15 110102 405104.00 LLA : AP 1781804 5M4K 252 EA 1ES 068342 2D 000000 700AC000000 311002 10000.00 LLA : AP 1781804 5M4K 252 EA 1ES 068342 2D 000000 700AC000000 MOD 15 Funding 415104.00 Cumulative Funding 16704060.68 MOD 16 110101 1200000.00 LLA : AM 1781804 5T6M 252 EA1ES 0 068342 2D 04A6M0 703ES0003ES0 1105 402000.00 LLA : AO 1781804 5T6M 252 EA1ES 0 068342 2D 04A6M0 703D10003D10 310101 100000.00 LLA : AM 1781804 5T6M 252 EA1ES 0 068342 2D 04A6M0 703ES0003ES0 310102 10000.00

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CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-04-D-4020 NS03 44 23 of 41 LLA : AS 1791804 5T6M 252 EA1ES 0 068342 2D 04A6M0 703CS0003CS0 320101 50000.00 LLA : AS 1791804 5T6M 252 EAIES 0 068342 2D 04A6M0 703CS0003CS0 MOD 20 Funding 1650000.00 Cumulative Funding 25167978.68 MOD 21 120101 835000.00 LLA : AS 1791804 5T6M 252 EA1ES 0 068342 2D 04A6M0 703CS0003CS0 320101 22500.00 LLA : AS 1791804 5T6M 252 EA1ES 0 068342 2D 04A6M0 703CS0003CS0 MOD 21 Funding 857500.00 Cumulative Funding 26025478.68 MOD 22 120101 1500000.00 LLA : AS 1791804 5T6M 252 EA1ES 0 068342 2D 04A6M0 703CS0003CS0 1204 181000.00 LLA : AT SEE ATTACHED FINANCIAL ACCOUNTING DATA (FAD) SHEET 320101 35000.00 LLA : AS 1791804 5T6M 252 EA1ES 0 068342 2D 04A6M0 703CS0003CS0 MOD 22 Funding 1716000.00 Cumulative Funding 27741478.68 MOD 23 120101 900000.00 LLA : AS 1791804 5T6M 252 EAIES 0 068342 2D 04A6M0 703CS0003CS0 320101 40000.00 LLA : AS 1791804 5T6M 252 EA1ES 0 068342 2D 04A6M0 703CS0003CS0 MOD 23 Funding 940000.00 Cumulative Funding 28681478.68 MOD 24 320101 102000.00 LLA : AS 1791804 5T6M 252 EA1ES 0 068342 2D 04A6M0 703CS0003CS0 MOD 24 Funding 102000.00 Cumulative Funding 28783478.68 MOD 25 130101 900000.00 LLA : AU 1701804 5T6M 252 00039 050120 2D 000000 000000176525

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130102 75000.00 LLA : AV 1701804 5T6M 252 00039 050120 2D 000000 000000177044 130103 50000.00 LLA : AW 1701804 5T6M 252 00039 050120 2D 000000 000000177047 130104 200000.00 LLA : AX 1701804 5T6M 252 00039 0 050120 2D 000000 A80000357701 130105 50000.00 LLA : AY 1701804 5T6M 252 00039 0 050120 2D 000000 A30000357701 130106 650000.00 LLA : AZ 1701804 5T6M 252 00039 050120 2D 000000 000000177050 130107 40000.00 LLA : BA 1701804 5T6M 252 00039 050120 2D 000000 000000177052 330101 35000.00 LLA : AU 1701804 5T6M 252 00039 050120 2D 000000 000000176525 MOD 25 Funding 2000000.00 Cumulative Funding 30783478.68 MOD 26 130101 2147326.00 LLA : AU 1701804 5T6M 252 00039 0 050120 2D 000000 A60000357701 130102 111665.00 LLA : AV 1701804 5T6M 252 00039 0 050120 2D 000000 A00000357701 130103 95019.00 LLA : AW 1701804 5T6M 252 00039 0 050120 2D 000000 A10000357701 130104 256239.00 T.T.A : AX 1701804 5T6M 252 00039 0 050120 2D 000000 A80000357701 130105 15197.00 LLA : AY 1701804 5T6M 252 00039 0 050120 2D 000000 A30000357701 130106 32674.00 T.T.A : AZ 1701804 5T6M 252 00039 0 050120 2D 000000 A40000357701 130107 107084.00 LLA : BA 1701804 5T6M 252 00039 0 050120 2D 000000 A50000357701 130108 185000.00 LLA : BB 1701804 5FIT 252 00039 0 050120 2D 000000 A70000357701 30000.00 130109 LLA : BC 1710101804 12UN 250 31975 S 068892 2D C98008 319750S2598Q 330101 55147.00

CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-04-D-4020 NS03 44 25 of 41 LLA : AU 1701804 5T6M 252 00039 0 050120 2D 000000 A60000357701 MOD 26 Funding 3035351.00 Cumulative Funding 33818829.68 MOD 27 130101 1671000.00 LLA : AU 1701804 5T6M 252 00039 0 050120 2D 000000 A60000357701 130102 64000.00 LLA : AV 1701804 5T6M 252 00039 0 050120 2D 000000 A00000357701 130103 67000.00 LLA : AW 1701804 5T6M 252 00039 0 050120 2D 000000 A10000357701 130104 180000.00 LLA : AX 1701804 5T6M 252 00039 0 050120 2D 000000 A80000357701 130105 11000.00 LLA : AY 1701804 5T6M 252 00039 0 050120 2D 000000 A30000357701 130106 265000.00 LLA : AZ 1701804 5T6M 252 00039 0 050120 2D 000000 A40000357701 130107 142000.00 LLA : BA 1701804 5T6M 252 00039 0 050120 2D 000000 A50000357701 330101 47000.00 LLA : AU 1701804 5T6M 252 00039 0 050120 2D 000000 A60000357701 MOD 27 Funding 2447000.00 Cumulative Funding 36265829.68 MOD 28 330101 54000.00 T.T.A : AU 1701804 5T6M 252 00039 0 050120 2D 000000 A60000357701 330102 1300144196-0002 5000.00 LLA : BD 9709110111 12D9 252 42608 D 068892 2D XDK814 426080D9K97Q MOD 28 Funding 59000.00 Cumulative Funding 36324829.68 MOD 29 130101 1295000.00 LLA : AU 1701804 5T6M 252 00039 0 050120 2D 000000 A60000357701 130102 54500.00 LLA : AV 1701804 5T6M 252 00039 0 050120 2D 000000 A00000357701 130103 44500.00 LLA : AW 1701804 5T6M 252 00039 0 050120 2D 000000 A10000357701

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130104 235000.00 LLA : AX 1701804 5T6M 252 00039 0 050120 2D 000000 A80000357701 130105 43000.00 LLA : AY 1701804 5T6M 252 00039 0 050120 2D 000000 A30000357701 130106 111000.00 LLA : AZ 1701804 5T6M 252 00039 0 050120 2D 000000 A40000357701 130107 135000.00 LLA : BA 1701804 5T6M 252 00039 0 050120 2D 000000 A50000357701 330101 66408.00 LLA : AU 1701804 5T6M 252 00039 0 050120 2D 000000 A60000357701 MOD 29 Funding 1984408.00 Cumulative Funding 38309237.68 MOD 30 Funding 0.00 Cumulative Funding 38309237.68 MOD 31 130107 (50000.00) T.T.A : BA 1701804 5T6M 252 00039 0 050120 2D 000000 A50000357701 130110 1300144196-0003 50000.00 LLA : BE 1701804 QFIT 252 00039 0 050120 2D 000000 A90000357701 MOD 31 Funding 0.00 Cumulative Funding 38309237.68 MOD 32 130101 748346.00 LLA : AU 1701804 5T6M 252 00039 0 050120 2D 000000 A60000357701 130102 22597.00 LLA : AV 1701804 5T6M 252 00039 0 050120 2D 000000 A00000357701 130103 25850.00 LLA : AW 1701804 5T6M 252 00039 0 050120 2D 000000 A10000357701 130104 102308.00 LLA : AX 1701804 5T6M 252 00039 0 050120 2D 000000 A80000357701 130105 35500.00 LLA : AY 1701804 5T6M 252 00039 0 050120 2D 000000 A30000357701 130106 94750.00 LLA : AZ 1701804 5T6M 252 00039 0 050120 2D 000000 A40000357701 330101 11000.00 LLA : AU 1701804 5T6M 252 00039 0 050120 2D 000000 A60000357701

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MOD 32 Funding 1040351.00 Cumulative Funding 39349588.68 MOD 33 1305 1300178231 630000.00 LLA : BF 1701804 QFIT 252 00039 0 050120 2D 000000 A00000561129 3305 1300178231 20000.00 LLA : BF 1701804 QFIT 252 00039 0 050120 2D 000000 A00000561129 MOD 33 Funding 650000.00 Cumulative Funding 39999588.68 MOD 34 Funding 0.00 Cumulative Funding 39999588.68 MOD 35 130101 (130000.00)LLA : AU 1701804 5T6M 252 00039 0 050120 2D 000000 A60000357701 330101 (45000.00)T.T.A : AU 1701804 5T6M 252 00039 0 050120 2D 000000 A60000357701 MOD 35 Funding -175000.00 Cumulative Funding 39824588.68 MOD 36 140101 1300181734-0005 75511.00 LLA : BG 1711804 5T6M 251 00039 0 050120 2D 000000 A00000592535 Standard Number: A00000592535 Cost Code: A00000592535 for \$10,186.52 140102 1300181734-0005 54300.00 LLA : BH 1711804 5T6M 251 00039 0 050120 2D 000000 A10000592535 Standard Number: A10000592535 Cost Code: A10000592535 for \$7,524.61 140103 13001891734-0005 214825.00 LLA : BJ 1711804 5T6M 251 00039 0 050120 2D 000000 A20000592535 Standard Number: A20000592535 Cost Code: A20000592535 for \$6,226.60 140104 1300181734 44290.00 T.T.A : BK 1711804 5T6M 251 00039 0 050120 2D 000000 A30000592535 Standard Number: A30000592535 COST CODE: A30000592535 - \$3143.78 140105 1300181734-0005 131198.00 LLA : BL 1711804 5T6M 251 00039 0 050120 2D 000000 A40000592535 Standard Number: A40000592535 Cost Code: A30000592535 - \$6062.48 140106 1300181734 58114.00 LLA : BM 1711804 5T6M 251 00039 0 050120 2D 000000 A50000592535 Standard Number: A50000592535 Cost Code: A0000592535 - \$507.19

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140107 1300181734 379536.00 LLA : BN 1711804 5T6M 251 00039 0 050120 2D 000000 A60000592535 140108 1300181734-0005 119193.00 LLA : BP 1711804 5T6M 251 00039 0 050120 2D 000000 A80000592535 Standard Number: A80000592535 Cost Code: A80000592535 - \$34,095.49 140109 1300181734-0005 419494.00 T.T.A : BQ 1711804 5T6M 251 00039 0 050120 2D 000000 A90000592535 Standard Number: A90000592535 Cost Code: A90000592535 - \$5870.03 140110 1300181734-0005 240373.00 LLA : BR 1711804 5T6M 251 00039 0 050120 2D 000000 B00000592535 Standard Number: B00000592535 Cost Code: B00000592535 - \$94.09 340101 1300181734-0005 35000.00 LLA : BS 1711804 5T6M 251 00039 0 050120 2D 000000 A70000592535 Standard Number: A70000592535 Cost Code: A70000592535 - \$90.89 MOD 36 Funding 1771834.00 Cumulative Funding 41596422.68 MOD 37 130109 (10119.35) T.T.A : BC 1710101804 12UN 250 31975 S 068892 2D C98008 319750S25980 140102 1300181734-0005 20000.00 LLA : BH 1711804 5T6M 251 00039 0 050120 2D 000000 A10000592535 Standard Number: A10000592535 Cost Code: A10000592535 for \$7,524.61 140103 13001891734-0005 20000.00 LLA : BJ 1711804 5T6M 251 00039 0 050120 2D 000000 A20000592535 Standard Number: A20000592535 Cost Code: A20000592535 for \$6,226.60 140104 1300181734 10000.00 LLA : BK 1711804 5T6M 251 00039 0 050120 2D 000000 A30000592535 Standard Number: A30000592535 COST CODE: A30000592535 - \$3143.78 140105 1300181734-0005 50000.00 LLA : BL 1711804 5T6M 251 00039 0 050120 2D 000000 A40000592535 Standard Number: A40000592535 Cost Code: A30000592535 - \$6062.48 140106 1300181734 15000.00 LLA : BM 1711804 5T6M 251 00039 0 050120 2D 000000 A50000592535 Standard Number: A50000592535 Cost Code: A0000592535 - \$507.19

140107 1300181734 64000.00 LLA : BN 1711804 5T6M 251 00039 0 050120 2D 000000 A60000592535

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1300181734-0005 140108 64000.00 LLA : BP 1711804 5T6M 251 00039 0 050120 2D 000000 A80000592535 Standard Number: A80000592535 Cost Code: A80000592535 - \$34,095.49 140109 1300181734-0005 84000.00 LLA : BQ 1711804 5T6M 251 00039 0 050120 2D 000000 A90000592535 Standard Number: A90000592535 Cost Code: A90000592535 - \$5870.03 140110 1300181734-0005 173000.00 LLA : BR 1711804 5T6M 251 00039 0 050120 2D 000000 B00000592535 Standard Number: B00000592535 Cost Code: B00000592535 - \$94.09 MOD 37 Funding 489880.65 Cumulative Funding 42086303.33 MOD 38 Funding 0.00 Cumulative Funding 42086303.33 MOD 39 140102 1300181734-0005 15600.00 LLA : BH 1711804 5T6M 251 00039 0 050120 2D 000000 A10000592535 Standard Number: A10000592535 Cost Code: A10000592535 for \$7,524.61 140103 13001891734-0005 107000.00 LLA : BJ 1711804 5T6M 251 00039 0 050120 2D 000000 A20000592535 Standard Number: A20000592535 Cost Code: A20000592535 for \$6,226.60 140104 1300181734 19700.00 LLA : BK 1711804 5T6M 251 00039 0 050120 2D 000000 A30000592535 Standard Number: A30000592535 COST CODE: A30000592535 - \$3143.78 1300181734-0005 55000.00 140105 LLA : BL 1711804 5T6M 251 00039 0 050120 2D 000000 A40000592535 Standard Number: A40000592535 Cost Code: A30000592535 - \$6062.48 140107 1300181734 142000.00 T.T.A : BN 1711804 5T6M 251 00039 0 050120 2D 000000 A60000592535 140108 1300181734-0005 92500.00 LLA : BP 1711804 5T6M 251 00039 0 050120 2D 000000 A80000592535 Standard Number: A80000592535 Cost Code: A80000592535 - \$34,095.49 140109 1300181734-0005 259500.00 LLA : BQ 1711804 5T6M 251 00039 0 050120 2D 000000 A90000592535 Standard Number: A90000592535 Cost Code: A90000592535 - \$5870.03 140110 1300181734-0005 108700.00 LLA : BR 1711804 5T6M 251 00039 0 050120 2D 000000 B00000592535 Standard Number: B00000592535

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Cost Code: A30000592535 - \$6062.48 140106 1300181734 (507.19) LLA : BM 1711804 5T6M 251 00039 0 050120 2D 000000 A50000592535 Standard Number: A50000592535 Cost Code: A0000592535 - \$507.19 140107 1300181734 (13946.22) LLA : BN 1711804 5T6M 251 00039 0 050120 2D 000000 A60000592535 1300181734-0005 (34095.49) 140108 LLA : BP 1711804 5T6M 251 00039 0 050120 2D 000000 A80000592535 Standard Number: A80000592535 Cost Code: A80000592535 - \$34,095.49 140109 1300181734-0005 (5870.03) LLA : BQ 1711804 5T6M 251 00039 0 050120 2D 000000 A90000592535 Standard Number: A90000592535 Cost Code: A90000592535 - \$5870.03 140110 1300181734-0005 (94.09) LLA : BR 1711804 5T6M 251 00039 0 050120 2D 000000 B00000592535 Standard Number: B00000592535 Cost Code: B00000592535 - \$94.09 340101 1300181734-0005 (92.89) T.T.A : BS 1711804 5T6M 251 00039 0 050120 2D 000000 A70000592535 Standard Number: A70000592535 Cost Code: A70000592535 - \$90.89 MOD 42 Funding -87749.90 Cumulative Funding 42848553.43 MOD 43 140110 1300181734 30491.83 LLA : BR 1711804 5T6M 251 00039 0 050120 2D 000000 B00000592535 Standard Number: B00000592535 CIN 00033 MOD 43 Funding 30491.83 Cumulative Funding 42879045.26 MOD 44 130101 (50079.49) LLA : AU 1701804 5T6M 252 00039 0 050120 2D 000000 A60000357701 1305 1300178231 (21207.02) LLA : BF 1701804 QFIT 252 00039 0 050120 2D 000000 A00000561129 140107 1300181734-0007 97897.68 LLA : BN 1711804 5T6M 251 00039 0 050120 2D 000000 A60000592535 CIN 130018173400034 MOD 44 Funding 26611.17 Cumulative Funding 42905656.43

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# SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in attached Financial Accounting Data (FAD) sheet. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

### H-2 DATA RIGHTS (RESTATED FROM BASIC CONTRACT)

The following clause restates the Data Rights clause in the basic contract. The requirements of this clause are invoked for this task order:

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the affected task order. The format of the Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d). The Commercial Restrictions List shall include the assertions of the Contractor's subcontractors or suppliers or potential subcontractors or suppliers. For each entry in the Commercial Restrictions List which indicates that the asserted rights category is a special license or the license customarily provided to the public, the Contractor shall attach to the Commercial Restrictions List a copy of such license, except that if any particular license is identified as applying to more than one such entry, only one copy of that license need be provided. The Contractor shall update the Commercial Restrictions List as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject inventions, disclosed in any patents or pending patent applications in which the Contractor has:

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(a) any title, right or interest; and

(b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order. For each background invention, the list shall identify:

(a) patent or pending patent application number;

(b) title of the patent or pending patent application;

(c) issue date of the patent, or filing date of the pending patent application;

(d) the Item, Component, Process, Technical Data, Computer Software or Computer

Software Documentation that will include or disclose the background invention;

(e) the nature of the Contractor's right, title or interest in the background invention;

(f) if the Government or any third part has any right, title or interest in the background

invention; and

(g) if the Contractor is willing to sell the Government a license to practice the background

invention.

The list shall be an attachment to the affected task order, and the Contractor shall update the list, as necessary, during performance of the task order to promptly identify all background inventions.

B. Delivery of Noncommercial Computer Software and Technical Data. Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Task Order Contracting Officer in writing that it intends to modify the physical delivery shall be incorporated into the affected task order by modification.

# H-3 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the SeaPort/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.

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

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

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

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

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or

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advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

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

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

(n) Compliance with this requirement is a material requirement of the basic contract and this task order.

### H-4 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR H-323)

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to SPAWARSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

### H-5 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

# H-6 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)

#### (a) Definition.

"Confidential business information," as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

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(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

### H-7 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).

(5) Program Objective Memoranda.

(6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).

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- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.

(13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).

- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company and subsidiaries (if any), and any financial interests they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

### STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-7 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

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TYPED NAME \_\_\_\_\_

DATE \_\_\_\_\_

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

(1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service"

(2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

### H-8 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

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

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

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

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# SECTION I CONTRACT CLAUSES

I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended 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 five (5) years.

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## SECTION J LIST OF ATTACHMENTS

- Attachment 1 Performance Work Statement
- Attachment 2 CDRL A001 Monthly Status Report
- Monthly Status Report Attachment 1
- Monthly Status Report Attachment 2
- Monthly Status Report Attachment 3
- Attachment 3 DD 254
- Attachment 4 Financial Accounting Data (FAD) Sheet BASIC