

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4135	2. DELIVERY ORDER NO. NS0113	3. EFFECTIVE DATE ORIG 10/01/2005 MOD 11/20/2007	4. PURCHASE REQUEST NO. N00039-08-MR-61901
-------------------------------------	---------------------------------	--	---

5. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 terry.metz@navy.mil 619-524-7171	CODE N00039	6. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A
---	----------------	--	----------------

7. CONTRACTOR System Integration & Management 2611 Jefferson Davis Hwy. Suite 9060 Arlington VA 22202	CODE 1BHW2	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time – Block 5 issuing office)
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43213	CODE HQ0338
------------------------------	---	----------------

13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
-------------------	---	---	---

ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

System Integration & Management	Chester Weatherly Executive VP	11/13/2007
NAME OF CONTRACTOR	SIGNATURE	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Mark R Schweer	11/20/2007 CONTRACTING/ORDERING OFFICER	22. TOTAL \$3,945,217.00
---	--	--	-----------------------------

SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 2 of 2
----------------------------------	------------------------------	----------------

GENERAL INFORMATION

The purpose of this modification is to deobligate funding in the amount of \$18,500 from CLIN 1201. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for information purposes only.

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby decreased by \$18500.00 from \$2129741.00 to \$2111241.00.

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 1 of 36
----------------------------------	------------------------------	-----------------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF

1001	Base Year FY 06 Labor IAW PWS and CDRLs				\$1,214,572.00
1001AA	Base Year FY06 (TBD) Option	1.0 Lot	\$151,029.00	\$9,061.00	\$160,090.00
1001AB	DECREASE FUNDING, NS0106 (O&MN,N)	1.0 Lot	\$150,937.00	\$9,056.00	\$159,993.00
1001AC	no change (SCN)	1.0 Lot	\$15,219.00	\$913.00	\$16,132.00
1001AD	no change (SCN)	1.0 Lot	\$7,547.00	\$453.00	\$8,000.00
1001AE	DECREASE FUNDING, NS0106 (SCN)	1.0 Lot	\$14,102.00	\$847.00	\$14,949.00
1001AF	DECREASE FUNDING, NS0106 (SCN)	1.0 Lot	\$14,151.00	\$849.00	\$15,000.00
1001AG	INCREMENTAL FUNDING, NS0106 (SCN)	1.0 Lot	\$37,731.00	\$2,264.00	\$39,995.00
1001AH	DECREASE FUNDING, NS0106 (RDT&E)	1.0 Lot	\$15,211.00	\$913.00	\$16,124.00
1001AJ	INCREMENTAL FUNDING, NS0106 (SCN)	1.0 Lot	\$23,335.00	\$1,400.00	\$24,735.00
1001AK	DECREASE FUNDING, NS0106 (SCN)	1.0 Lot	\$13,263.00	\$796.00	\$14,059.00
1001AL	DECREASE FUNDING, NS0106 (OPN)	1.0 Lot	\$203,195.00	\$12,192.00	\$215,387.00
1001AM	INCREMENTAL FUNDING, NS0106 (SCN)	1.0 Lot	\$37,663.00	\$2,260.00	\$39,923.00
1001AN	DECREASE FUNDING, NS0106 (O&MN,N)	1.0 Lot	\$3,401.00	\$204.00	\$3,605.00
1001AQ	DECREASE FUNDING, NS0106 (O&MN,N)	1.0 Lot	\$411,652.00	\$24,699.00	\$436,351.00
1001AR	no change (OTHER)	1.0 Lot	\$4,717.00	\$283.00	\$5,000.00
1001AS	DECREASE FUNDING, NS0106 (OTHER)	1.0 Lot	\$7,537.00	\$453.00	\$7,990.00
1001AT	DECREASE FUNDING, NS0106 (OTHER)	1.0 Lot	\$19,926.00	\$1,196.00	\$21,122.00

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 2 of 36
----------------------------------	------------------------------	-----------------

1001AU	DECREASE FUNDING, NS0106 (RDT&E)	1.0 Lot	\$15,205.00	\$912.00	\$16,117.00
1101	Option Year 1 FY07 Labor IAW PWS and CDRs				\$1,251,010.00
110100	Option 1 FY07, SEAPORT HOLDING SLIN, NS0107 (TBD)	1.0 Lot	\$484,349.00	\$29,061.00	\$513,410.00
1101AA	NS0107 Exercise Option Funding (O&MN,N)	1.0 Lot	\$29,245.00	\$1,755.00	\$31,000.00
1101AV	Incremental Funding NS01-11 ACRN AV (O&MN,N)	1.0 Lot	\$187,736.00	\$11,264.00	\$199,000.00
1101AW	NEW SLIN, NS0108 (O&MN,N)	1.0 Lot	\$18,868.00	\$1,132.00	\$20,000.00
1101AX	NEW SLIN, NS0108 (SCN)	1.0 Lot	\$23,585.00	\$1,415.00	\$25,000.00
1101AY	NEW SLIN, NS0108 (SCN)	1.0 Lot	\$37,736.00	\$2,264.00	\$40,000.00
1101AZ	NEW SLIN, NS0108 (SCN)	1.0 Lot	\$28,302.00	\$1,698.00	\$30,000.00
1101BA	NEW SLIN, NS0108 (SCN)	1.0 Lot	\$28,302.00	\$1,698.00	\$30,000.00
1101BB	NEW SLIN, NS0108 (SCN)	1.0 Lot	\$20,755.00	\$1,245.00	\$22,000.00
1101BC	NEW SLIN, NS0108 (SCN)	1.0 Lot	\$19,811.00	\$1,189.00	\$21,000.00
1101BD	NEW SLIN, NS0108 (SCN)	1.0 Lot	\$23,585.00	\$1,415.00	\$25,000.00
1101BE	NEW SLIN, NS0108 (SCN)	1.0 Lot	\$23,585.00	\$1,415.00	\$25,000.00
1101BF	NEW SLIN, NS0108 (SCN)	1.0 Lot	\$18,868.00	\$1,132.00	\$20,000.00
1101BG	NEW SLIN, NS0108 (SCN)	1.0 Lot	\$18,868.00	\$1,132.00	\$20,000.00
1101BH	NEW SLIN, NS0108 (SCN)	1.0 Lot	\$18,868.00	\$1,132.00	\$20,000.00
1101BJ	NEW SLIN, NS0108 (OPN)	1.0 Lot	\$95,283.00	\$5,717.00	\$101,000.00
1101BK	Incrementally Funded NS0110 (O&MN,N)	1.0 Lot	\$102,453.00	\$6,147.00	\$108,600.00
1201	Option Year 2				\$1,288,540.00

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 3 of 36
----------------------------------	------------------------------	-----------------

	FY08 Labor IAW PWS and CDRLs				
120100	Placeholder SLIN for Decrement (TBD)	1.0 Lot	\$997,962.26	\$59,877.74	\$1,057,840.00
1201AA	New SLIN NS01-11 ACRN BL (O&MN,N)	1.0 Lot	\$16,038.00	\$962.00	\$17,000.00
1201AB	New SLIN NS01-11 ACRN BM (OPN)	1.0 Lot	\$20,755.00	\$1,245.00	\$22,000.00
1201AC	NEW SLIN NS01-12 ACRN BN (SCN)	1.0 Lot	\$18,868.00	\$1,132.00	\$20,000.00
1201AD	NEW SLIN NS01-12 ACRN BP (SCN)	1.0 Lot	\$18,868.00	\$1,132.00	\$20,000.00
1201AE	NEW SLIN NS01-12 ACRN BQ (SCN)	1.0 Lot	\$9,434.00	\$566.00	\$10,000.00
1201AF	NEW SLIN NS01-12 ACRN BR (SCN)	1.0 Lot	\$18,868.00	\$1,132.00	\$20,000.00
1201AG	NEW SLIN NS01-12 ACRN BS (SCN)	1.0 Lot	\$15,094.00	\$906.00	\$16,000.00
1201AH	NEW SLIN NS01-12 ACRN BT (SCN)	1.0 Lot	\$18,868.00	\$1,132.00	\$20,000.00
1201AJ	NEW SLIN NS01-12 ACRN BU (NDSF)	1.0 Lot	\$18,868.00	\$1,132.00	\$20,000.00
1201AK	NEW SLIN NS01-12 ACRN BV (NDSF)	1.0 Lot	\$18,868.00	\$1,132.00	\$20,000.00
1201AL	NEW SLIN NS01-12 ACRN BW (SCN)	1.0 Lot	\$18,868.00	\$1,132.00	\$20,000.00
1201AM	NEW SLIN NS01-12 ACRN BX (SCN)	1.0 Lot	\$11,509.00	\$691.00	\$12,200.00
1201AN	NEW SLIN NS01-12 ACRN BY (SCN)	1.0 Lot	\$11,321.00	\$679.00	\$12,000.00
1201AP	NEW SLIN NS01-12 ACRN BZ (SCN)	1.0 Lot	\$1,415.00	\$85.00	\$1,500.00
1301	Option Year 3 FY09 Labor IAW PWS and CDRLs				\$1,327,196.00
1301AA	Option 3 FY09 (TBD) Option	1.0 Lot	\$1,252,072.00	\$75,124.00	\$1,327,196.00
1401	Option Year 4 FY10 Labor IAW PWS and CDRLs				\$1,367,012.00
1401AA	Option 4 FY10 (TBD) Option	1.0 Lot	\$1,289,634.00	\$77,378.00	\$1,367,012.00

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 4 of 36
----------------------------------	------------------------------	-----------------

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3001	FY06 Other Direct Costs and Travel. Non-fee bearing. Travel IAW JTRs.			\$140,000.00
3001AA	Base Year ODC and Travel. Non-fee bearing. Travel IAW JTRs. (TBD) Option	1.0	Lot	\$81,541.00
3001AB	DECREASE FUNDING, NS0106 (OPN)	1.0	Lot	\$6,549.00
3001AC	no change (SCN)	1.0	Lot	\$3,868.00
3001AD	no change (SCN)	1.0	Lot	\$2,000.00
3001AE	DECREASE FUNDING, NS0106 (SCN)	1.0	Lot	\$4,591.00
3001AF	DECREASE FUNDING, NS0106 (SCN)	1.0	Lot	\$3,485.00
3001AG	DECREASE FUNDING, NS0106 (SCN)	1.0	Lot	\$0.00
3001AH	DECREASE FUNDING, NS0106 (RDT&E)	1.0	Lot	\$0.00
3001AJ	DECREASE FUNDING, NS0106 (SCN)	1.0	Lot	\$257.00
3001AK	DECREASE FUNDING, NS0106 (SCN)	1.0	Lot	\$3,457.00
3001AM	DECREASE FUNDING, NS0106 (SCN)	1.0	Lot	\$62.00
3001AN	DECREASE FUNDING, NS0106 (O&MN,N)	1.0	Lot	\$1,622.00
3001AP	DECREASE FUNDING, NS0106 (OTHER)	1.0	Lot	\$8,701.00
3001AQ	DECREASE FUNDING, NS0106 (O&MN,N)	1.0	Lot	\$21,085.00
3001AT	DECREASE FUNDING, NS0106 (OTHER)	1.0	Lot	\$62.00
3001AU	DECREASE FUNDING, NS0106 (RDT&E)	1.0	Lot	\$2,720.00
3101	FY07 Other Direct Costs and Travel. Non-fee bearing. Travel IAW JTRs.			\$144,200.00

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 5 of 36
----------------------------------	------------------------------	-----------------

3101AA	Option Year 1 ODC and Travel. Non-fee bearing. Travel IAW JTRs. (TBD)	1.0 Lot	\$119,200.00
3101AV	NEW SLIN, NS0108 (O&MN,N)	1.0 Lot	\$25,000.00
3101BK	Deobligated, NS0110 (O&MN,N)	1.0 Lot	\$0.00
3201	FY08 Other Direct Costs and Travel. Non-fee bearing. Travel IAW JTRs.		\$148,526.00
320100	Placeholding SLIN for Decrement (TBD)	1.0 Lot	\$143,526.00
3201AA	New SLIN NS01-11 ACRN BL (O&MN,N)	1.0 Lot	\$5,000.00
3301	FY09 Other Direct Costs and Travel. Non-fee bearing. Travel IAW JTRs.		\$152,982.00
3301AA	Option Year 3 ODC and Travel. Non-fee bearing. (TBD) Option	1.0 Lot	\$152,982.00
3401	FY10 Other Direct Costs and Travel. Non-fee bearing. Travel IAW JTRs.		\$157,571.00
3401AA	Option Year 4 ODC and Travel. Non-fee bearing. (TBD) Option	1.0 Lot	\$157,571.00

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.

(End of clause)

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 \$68,749, provided that not less than 24,500 hours (Basic Award), 24,500 (Option 1, if and to the extend exercised), 24,500 (Option 2 if and to the extend exercised), 24,500 (Option 3, if and to the extend exercised), 24,500 (Option 4 if and to the extend exercised) staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than the above mentioned 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 6 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

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 6 of 36
----------------------------------	------------------------------	-----------------

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 Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

(End of clause)

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:

NS0113

"Fixed Fee",

ITEMS	FROM	BY	TO
1001AB	\$9,056.00	\$0	\$9,056.00
1001AC	\$913.00	\$0	\$913.00
1001AD	\$453.00	\$0	\$453.00
1001AE	\$847.00	\$0	\$847.00
1001AF	\$849.00	\$0	\$849.00
1001AG	\$2,264.00	\$0	\$2,264.00
1001AH	\$913.00	\$0	\$913.00
1001AJ	\$1,400.00	\$0	\$1,400.00
1001AK	\$796.00	\$0	\$796.00
1001AL	\$12,192.00	\$0	\$12,192.00
1001AM	\$2,260.00	\$0	\$2,260.00
1001AN	\$204.00	\$0	\$204.00
1001AQ	\$24,699.00	\$0	\$24,699.00
1001AR	\$283.00	\$0	\$283.00
1001AS	\$453.00	\$0	\$453.00
1001AT	\$1,196.00	\$0	\$1,196.00
1001AU	\$912.00	\$0	\$912.00
1101AA	\$1,755.00	\$0	\$1,755.00
1101AV	\$11,264.00	\$0	\$11,264.00
1101AW	\$1,132.00	\$0	\$1,132.00
1101AX	\$1,415.00	\$0	\$1,415.00
1101AY	\$2,264.00	\$0	\$2,264.00
1101AZ	\$1,698.00	\$0	\$1,698.00
1101BA	\$1,698.00	\$0	\$1,698.00
1101BB	\$1,245.00	\$0	\$1,245.00
1101BC	\$1,189.00	\$0	\$1,189.00
1101BD	\$1,415.00	\$0	\$1,415.00
1101BE	\$1,415.00	\$0	\$1,415.00
1101BF	\$1,132.00	\$0	\$1,132.00
1101BG	\$1,132.00	\$0	\$1,132.00
1101BH	\$1,132.00	\$0	\$1,132.00
1101BJ	\$5,717.00	\$0	\$5,717.00
1101BK	\$6,147.00	\$0	\$6,147.00
1201AA	\$962.00	\$0	\$962.00
1201AB	\$1,245.00	\$0	\$1,245.00
1201AC	\$1,132.00	\$0	\$1,132.00
1201AD	\$1,132.00	\$0	\$1,132.00
1201AE	\$566.00	\$0	\$566.00
1201AF	\$1,132.00	\$0	\$1,132.00
1201AG	\$906.00	\$0	\$906.00
1201AH	\$1,132.00	\$0	\$1,132.00

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 7 of 36
----------------------------------	------------------------------	-----------------

1201AJ	\$1,132.00	\$0	\$1,132.00
1201AK	\$1,132.00	\$0	\$1,132.00
1201AL	\$1,132.00	\$0	\$1,132.00
1201AM	\$691.00	\$0	\$691.00
1201AN	\$679.00	\$0	\$679.00
1201AP	\$1,132.00	\$(1,047.00)	\$85.00
TOTAL	\$115,545.00	\$(1,047.00)	\$114,498.00

(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:

COST

ITEMS	FROM	BY	TO	PERIOD OF PERFORMANCE
1001AB	\$150,937.00	\$0	\$150,937.00	30-Sep-06
1001AC	\$15,219.00	\$0	\$15,219.00	30-Sep-06
1001AD	\$7,547.00	\$0	\$7,547.00	30-Sep-06
1001AE	\$14,102.00	\$0	\$14,102.00	30-Sep-06
1001AF	\$14,151.00	\$0	\$14,151.00	30-Sep-06
1001AG	\$37,731.00	\$0	\$37,731.00	30-Sep-06
1001AH	\$15,211.00	\$0	\$15,211.00	30-Sep-06
1001AJ	\$23,335.00	\$0	\$23,335.00	30-Sep-06
1001AK	\$13,263.00	\$0	\$13,263.00	30-Sep-06
1001AL	\$203,195.00	\$0	\$203,195.00	30-Sep-06
1001AM	\$37,663.00	\$0	\$37,663.00	30-Sep-06
1001AN	\$3,401.00	\$0	\$3,401.00	30-Sep-06
1001AQ	\$411,652.00	\$0	\$41,652.00	30-Sep-06
1001AR	\$4,717.00	\$0	\$4,717.00	30-Sep-06
1001AS	\$7,537.00	\$0	\$7,537.00	30-Sep-06
1001AT	\$19,926.00	\$0	\$19,926.00	30-Sep-06
1001AU	\$15,205.00	\$0	\$15,205.00	30-Sep-06
1101AA	\$29,245.00	\$0	\$29,245.00	30-Sep-07
1101AV	\$187,736.00	\$0	\$187,736.00	30-Sep-07
1101AW	\$18,868.00	\$0	\$18,868.00	30-Sep-07
1101AX	\$23,585.00	\$0	\$23,585.00	30-Sep-07
1101AY	\$37,736.00	\$0	\$37,736.00	30-Sep-07
1101AZ	\$28,302.00	\$0	\$28,302.00	30-Sep-07
1101BA	\$28,302.00	\$0	\$28,302.00	30-Sep-07
1101BB	\$20,755.00	\$0	\$20,755.00	30-Sep-07
1101BC	\$19,811.00	\$0	\$19,811.00	30-Sep-07
1101BD	\$23,585.00	\$0	\$23,585.00	30-Sep-07
1101BE	\$23,585.00	\$0	\$23,585.00	30-Sep-07
1101BF	\$18,868.00	\$0	\$18,868.00	30-Sep-07
1101BG	\$18,868.00	\$0	\$18,868.00	30-Sep-07
1101BH	\$18,868.00	\$0	\$18,868.00	30-Sep-07
1101BJ	\$95,283.00	\$0	\$95,283.00	30-Sep-07
1101BK	\$102,453.00	\$0	\$102,453.00	30-Sep-07
1201AA	\$16,038.00	\$0	\$16,038.00	30-Sep-08
1201AB	\$20,755.00	\$0	\$20,755.00	30-Sep-08
1201AC	\$18,868.00	\$0	\$18,868.00	30-Sep-08
1201AD	\$18,868.00	\$0	\$18,868.00	30-Sep-08
1201AE	\$9,434.00	\$0	\$9,434.00	30-Sep-08
1201AF	\$18,868.00	\$0	\$18,868.00	30-Sep-08
1201AG	\$15,094.00	\$0	\$15,094.00	30-Sep-08
1201AH	\$18,868.00	\$0	\$18,868.00	30-Sep-08

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 8 of 36
----------------------------------	------------------------------	-----------------

1201AJ	\$18,868.00 \$0	\$18,868.00 30-Sep-08
1201AK	\$18,868.00 \$0	\$18,868.00 30-Sep-08
1201AL	\$18,868.00 \$0	\$18,868.00 30-Sep-08
1201AM	\$11,509.00 \$0	\$11,509.00 30-Sep-08
1201AN	\$11,321.00 \$0	\$11,321.00 30-Sep-08
1201AP	\$18,868.00 (\$17,453)	\$1,415.00 30-Sep-08
3001AB	\$6,549.00 \$0	\$6,549.00 30-Sep-06
3001AC	\$3,868.00 \$0	\$3,868.00 30-Sep-06
3001AD	\$2,000.00 \$0	\$2,000.00 30-Sep-06
3001AE	\$4,591.00 \$0	\$4,591.00 30-Sep-06
3001AF	\$3,485.00 \$0	\$3,485.00 30-Sep-06
3001AG	\$0.00 \$0	\$0.00 30-Sep-06
3001AH	\$0.00 \$0	\$0.00 30-Sep-06
3001AJ	\$257.00 \$0	\$257.00 30-Sep-06
3001AK	\$3,457.00 \$0	\$3,457.00 30-Sep-06
3001AM	\$62.00 \$0	\$62.00 30-Sep-06
3001AN	\$1,622.00 \$0	\$1,622.00 30-Sep-06
3001AP	\$8,701.00 \$0	\$8,701.00 30-Sep-06
3001AQ	\$21,085.00 \$0	\$21,085.00 30-Sep-06
3001AT	\$62.00 \$0	\$62.00 30-Sep-06
3001AU	\$2,720.00 \$0	\$2,720.00 30-Sep-06
3101AV	\$25,000.00 \$0	\$25,000.00 30-Sep-07
3101BK	\$0.00 \$0	\$0.00 30-Sep-07
3201AA	\$5,000.00 \$0	\$5,000.00 30-Sep-08
TOTAL	\$2,014,196.00 (\$17,453.00)	\$1,996,743.00

recapitulation

ITEMS	FROM	COST BY	FEE BY	Cost Plus Fixed Fee To
1001AB	\$ 159,993.00	\$0	\$0	\$ 159,993.00
1001AC	\$ 16,132.00	\$0	\$0	\$ 16,132.00
1001AD	\$ 8,000.00	\$0	\$0	\$ 8,000.00
1001AE	\$ 14,949.00	\$0	\$0	\$ 14,949.00
1001AF	\$ 15,000.00	\$0	\$0	\$ 15,000.00
1001AG	\$ 39,995.00	\$0	\$0	\$ 39,995.00
1001AH	\$ 16,124.00	\$0	\$0	\$ 16,124.00
1001AJ	\$ 24,735.00	\$0	\$0	\$ 24,735.00
1001AK	\$ 14,059.00	\$0	\$0	\$ 14,059.00
1001AL	\$ 215,387.00	\$0	\$0	\$ 215,387.00
1001AM	\$ 39,923.00	\$0	\$0	\$ 39,923.00
1001AN	\$ 3,605.00	\$0	\$0	\$ 3,605.00
1001AQ	\$ 436,351.00	\$0	\$0	\$ 436,351.00
1001AR	\$ 5,000.00	\$0	\$0	\$ 5,000.00
1001AS	\$ 7,990.00	\$0	\$0	\$ 7,990.00
1001AT	\$ 21,122.00	\$0	\$0	\$ 21,122.00
1001AU	\$ 16,117.00	\$0	\$0	\$ 16,117.00
1101AA	\$ 31,000.00	\$0	\$0	\$ 31,000.00
1101AV	\$ 199,000.00	\$0	\$0	\$ 199,000.00
1101AW	\$ 20,000.00	\$0	\$0	\$ 20,000.00
1101AX	\$ 25,000.00	\$0	\$0	\$ 25,000.00
1101AY	\$ 40,000.00	\$0	\$0	\$ 40,000.00
1101AZ	\$ 30,000.00	\$0	\$0	\$ 30,000.00
1101BA	\$ 30,000.00	\$0	\$0	\$ 30,000.00
1101BB	\$ 22,000.00	\$0	\$0	\$ 22,000.00

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 9 of 36
----------------------------------	------------------------------	-----------------

1101BC	\$ 21,000.00	\$0	\$0	\$ 21,000.00
1101BD	\$ 25,000.00	\$0	\$0	\$ 25,000.00
1101BE	\$ 25,000.00	\$0	\$0	\$ 25,000.00
1101BF	\$ 20,000.00	\$0	\$0	\$ 20,000.00
1101BG	\$ 20,000.00	\$0	\$0	\$ 20,000.00
1101BH	\$ 20,000.00	\$0	\$0	\$ 20,000.00
1101BJ	\$ 101,000.00	\$0	\$0	\$ 101,000.00
1101BK	\$ 108,600.00	\$0	\$0	\$ 108,600.00
1201AA	\$ 17,000.00	\$0	\$0	\$ 17,000.00
1201AB	\$ 22,000.00	\$0	\$0	\$ 22,000.00
1201AC	\$ 20,000.00	\$0	\$0	\$ 20,000.00
1201AD	\$ 20,000.00	\$0	\$0	\$ 20,000.00
1201AE	\$ 10,000.00	\$0	\$0	\$ 10,000.00
1201AF	\$ 20,000.00	\$0	\$0	\$ 20,000.00
1201AG	\$ 16,000.00	\$0	\$0	\$ 16,000.00
1201AH	\$ 20,000.00	\$0	\$0	\$ 20,000.00
1201AJ	\$ 20,000.00	\$0	\$0	\$ 20,000.00
1201AK	\$ 20,000.00	\$0	\$0	\$ 20,000.00
1201AL	\$ 20,000.00	\$0	\$0	\$ 20,000.00
1201AM	\$ 12,200.00	\$0	\$0	\$ 12,200.00
1201AN	\$ 12,000.00	\$0	\$0	\$ 12,000.00
1201AP	\$ 20,000.00	(\$17,453)	(\$1,047)	\$ 1,500.00
3001AB	\$ 6,549.00	\$0	\$0	\$ 6,549.00
3001AC	\$ 3,868.00	\$0	\$0	\$ 3,868.00
3001AD	\$ 2,000.00	\$0	\$0	\$ 2,000.00
3001AE	\$ 4,591.00	\$0	\$0	\$ 4,591.00
3001AF	\$ 3,485.00	\$0	\$0	\$ 3,485.00
3001AG	\$ -	\$0	\$0	\$ -
3001AH	\$ -	\$0	\$0	\$ -
3001AJ	\$ 257.00	\$0	\$0	\$ 257.00
3001AK	\$ 3,457.00	\$0	\$0	\$ 3,457.00
3001AM	\$ 62.00	\$0	\$0	\$ 62.00
3001AN	\$ 1,622.00	\$0	\$0	\$ 1,622.00
3001AP	\$ 8,701.00	\$0	\$0	\$ 8,701.00
3001AQ	\$ 21,085.00	\$0	\$0	\$ 21,085.00
3001AT	\$ 62.00	\$0	\$0	\$ 62.00
3001AU	\$ 2,720.00	\$0	\$0	\$ 2,720.00
3101AV	\$ 25,000.00	\$0	\$0	\$ 25,000.00
3101BK	\$ -	\$0	\$0	\$ -
3201AA	\$ 5,000.00	\$0	\$0	\$ 5,000.00
TOTAL	\$2,129,741.00	(\$17,453.00)	(\$1,047.00)	\$ 2,111,241.00

(d) The parties contemplate 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.

(End of clause)

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 10 of 36
----------------------------------	------------------------------	------------------

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 1 Performance Work Statement.

(End of clause)

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 on 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.

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 11 of 36
----------------------------------	------------------------------	------------------

(End of clause)

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) assure compliance with any written instructions from the Security Officer:

COMMANDING OFFICER

SPAWAR SYSTEMS CENTER (SSC SD) CODE 20351

53560 HULL STREET

SAN DIEGO, CA 92152-5001

(619) 524-2672

(End of clause)

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 Space and Naval Warfare Systems Command is 0800-1630 hours Monday - Friday. 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

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 12 of 36
----------------------------------	------------------------------	------------------

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.

(End of clause)

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.

(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.

(End of clause)

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:

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)

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 13 of 36
----------------------------------	------------------------------	------------------

___ 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.

(End of clause)

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 14 of 36
----------------------------------	------------------------------	------------------

SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

(End of clause)

D-2 MARKING OF REPORTS (NOV 1991) (5252.237-9203)

All reports shall prominently show on the cover of the report:

- (1) name and business address of the contractor
- (2) contract and task order number
- (3) contract dollar amount
- (4) whether the task order was competitively or non-competitively awarded
- (5) sponsor:

Technical Point of Contact/Task Order Manager: Susan Paulo

Email: susan.paulo@navy.mil

Phone: (619) 524-2847

Space and Naval Warfare Systems Command/PCO C4I

4301 Pacific Highway

Building OT3/2206/ PMW 150

San Diego, CA 92110-3127

(End of clause)

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 15 of 36
----------------------------------	------------------------------	------------------

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 duly authorized representative.

(End of clause)

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 16 of 36
----------------------------------	------------------------------	------------------

SECTION F DELIVERABLES OR PERFORMANCE

F-1 PERIODS OF PERFORMANCE (DEC 1999)

CLIN – DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

1001AB 10/1/2005 – 9/30/2006

3001AB 10/1/2005 – 9/30/2006

1101AA 10/1/2006 – 9/30/2007

3101AA 10/1/2006 – 9/30/2007

1201AA 10/1/2007 – 9/30/2008

3201AA 10/1/2007 – 9/30/2008

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

1301AA 10/1/2008 – 9/30/2009

1401AA 10/1/2009 – 9/30/2010

3301AA 10/1/2008 – 9/30/2009

3401AA 10/1/2009 – 9/30/2010

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.

(End of clause)

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 17 of 36
----------------------------------	------------------------------	------------------

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) under Attachment 2. 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.

(End of clause)

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.

(End of clause)

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

This is a Cost Plus Fixed Fee task order.

(End of clause)

G-4 INVOICES

See basic contract.

(End of clause)

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 18 of 36
----------------------------------	------------------------------	------------------

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

(End of clause)

G-6 AVAILABILITY OF FUNDS (APR 1984) (FAR 52.232-18)

Funds are not presently available for this task order. The Government's obligation under this task order 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 task order and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

G-7 TASK ORDER MANAGER (TOM)

Susan Paulo

Email: susan.paulo@navy.mil

Phone: (619) 524-2847

Space and Naval Warfare Systems Command/PCO C4I

4301 Pacific Highway

Building OT3/2206/ PMW 150

San Diego, CA 92110-3127

Accounting Data

SLINID	PR Number	Amount
1001AB		10000.00
LLA :		
AA 1761804 5B2B 252 EA15W 068342 2D 01B2B0 79101000101		
ACRN AA		
3001AB	N00039-05-NR-00429	30000.00
LLA :		
AB 1761810 52DY 252 EA15W 068342 2D 000000 DY555KEX0000		

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 19 of 36
----------------------------------	------------------------------	------------------

ACRN AB Incremental Funding

MOD 1

1001AC N00039-05-NR-00429 16132.00

LLA :

AC 1711711 A224 252 EJWML 0 068342 2D 000000 23151400603J

Standard Number: (N0002401PD4D501- DDG 100 101)

ACRN AC

1001AD N00039-05-NR-00429 8000.00

LLA :

AD 1701711 2317 252 EJWTL 0 068342 2D 000000 3012A400003G

Standard Number: (N0002400PD22640 - LPD 20)

ACRN AD

1001AE N00039-05-NR-00429 15000.00

LLA :

AE 1711711 6210 252 E8WGL 0 068342 2D 000000 2317040031C

Standard Number: (N0002402PD22210 - CVN 77)

ACRN AE

1001AF N00039-05-NR-00429 15000.00

LLA :

AF 1751811 6212 252 EJWGL 0 068342 2D 000000 20993400016A

Standard Number: (N0002405PD20869 - CVN 70)

ACRN AF

1001AG N00039-05-NR-00429 35000.00

LLA :

AG 1741711 1386 252 EJWCL 0 068342 2D 000000 23171400001A

Standard Number: (N0002404PD20331 - LHD 8)

ACRN AG

1001AH N00039-05-NR-00429 16132.00

LLA :

AH 1751319 14KB 252 E8SHP 0 068342 2D 000000 34018000003

Standard Number: (N0002405PD11680 - LCS)

ACRN AH

1001AJ N00039-05-NR-00429 20000.00

LLA :

AJ 1741711 1386 252 EJWCL 0 068342 2D 000000 23171400024A

Standard Number: (N0002404PD20331 - LHD 8) TMIP

ACRN AJ

1001AK N00039-05-NR-00429 14069.00

LLA :

AK 1791711 2317 252 EJWTL 0 068342 2D 000000 23168400001E

Standard Number: (N0002499PD21374 - LPD 18)

ACRN AK

1001AL N00039-05-NR-00429 390000.00

LLA :

AB 1761810.52DY 252 EA15W 0 068342 2D 000000 DY555KBX0000 (OPN)

ACRN AB

1001AM N00039-05-NR-00429 35000.00

LLA :

AM 1711711 6210 252 E8WGL 0 068342 2D 000000 23170400037B

Standard Number: (N0002402PD22210 - CVN 77) TMIP

ACRN AM

3001AB N00039-05-NR-00429.1 10000.00

LLA :

AB 1761810 52DY 252 EA15W 068342 2D 000000 DY555KBX0000

ACRN AB Incremental Funding

3001AC N00039-05-NR-00429.1 3868.00

LLA :

AC 1711711 A224 252 EJWML 0 068342 2D 000000 23151400603J

Standard Number: (N0002401PD4D501- DDG 100 101)

ACRN AC INCREMENTAL FUNDING

3001AD N00039-05-NR-00429.1 2000.00

LLA :

AD 1701711 2317 252 EJWTL 0 068342 2D 000000 3012A400003G

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 20 of 36
----------------------------------	------------------------------	------------------

Standard Number: (N0002400PD22640 - LPD 20)
ACRN AD INCREMENTAL FUNDING

3001AE N00039-05-NR-00429.1 5000.00
LLA :
AE 1711711 6210 252 E8WGL 0 068342 2D 000000 2317040031C
Standard Number: (N0002402PD22210 - CVN 77)
ACRN AE INCREMENTAL FUNDING

3001AF N00039-05-NR-00429 5000.00
LLA :
AF 1751811 6212 252 EJWGL 0 068342 2D 000000 20993400016A
Standard Number: (N0002405PD20869 - CVN 70)
ACRN AF INCREMENTAL FUNDING

3001AG N00039-05-NR-00429.1 5000.00
LLA :
AG 1741711 1386 252 EJWCL 0 068342 2D 000000 23171400001A
Standard Number: (N0002404PD20331 - LHD 8)
ACRN AG INCREMENTAL FUNDING

3001AH N00039-05-NR-00429.1 3868.00
LLA :
AH 1751319 14KB 252 E8SHP 0 068342 2D 000000 34018000003
Standard Number: (N0002405PD11680 - LCS)
ACRN AH INCREMENTAL FUNDING

3001AJ N00039-05-NR-00429.1 5000.00
LLA :
AJ 1741711 1386 252 EJWCL 0 068342 2D 000000 23171400024A
Standard Number: (N0002404PD20331 - LHD 8) TMIP
ACRN AJ INCREMENTAL FUNDING

3001AK N00039-05-NR-00429.1 3868.00
LLA :
AK 1791711 2317 252 EJWTL 0 068342 2D 000000 23168400001E
Standard Number: (N0002499PD21374 - LPD 18)
ACRN AK INCREMENTAL FUNDING

3001AM N00039-05-NR-00429.1 5000.00
LLA :
AM 1711711 6210 252 E8WGL 0 068342 2D 000000 23170400037B
Standard Number: (N0002402PD22210 - CVN 77) TMIP
ACRN AM INCREMENTAL FUNDING

MOD 2
1001AB N00039-05-NR-00429 .2 150000.00
LLA :
AA 1761804 5B2B 252 EA15W 068342 2D 01B2B0 79101000101
ACRN AA

1001AN N00039-05-NR-00429.2 3610.00
LLA :
AN 1761804 8U5N 250 65538 0 068892 2D 000000 6553861RM08Q
ACRN AN

1001AQ N00039-05-NR-00429.2 156000.00
LLA :
AQ 1761804 5RZ3 252 EA150 0 068342 2D 05RZ30 008550000000
ACRN AQ

1001AR N00039-05-NR-00429.2 5000.00
LLA :
AR 17X4557 8010 252 E8325 0 068342 2D 000000 231914000020 - N0002402PD21572 - T-AKE 1)
ACRN AR

1001AS N00039-05-NR-00429.2 8000.00
LLA :
AS 17X4557 8110 252 E8325 0 068342 2D 000000 231924000020 - N0002403PD20542 - T-AKE 2)
ACRN AS, NS0102

1001AT N00039-05-NR-00429.2 21132.00
LLA :
AT 17X4557 8D10 252 E8325 0 068342 2D 000000 231934000020 - N0002403PD20543 - T-AKE 3)
ACRN AT, NS0102

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 21 of 36
----------------------------------	------------------------------	------------------

3001AN N00039-05-NR-00429.2 2000.00
 LLA :
 AN 1761804 8U5N 250 65538 0 068892 2D 000000 6553861RM08Q
 ACRN AN, NS0102

3001AP N00039-05-NR-00429.2 10000.00
 LLA :
 AA 1761804 5B2B 252 EA15W 068342 2D 01B2B0 79101000101
 ACRN AA, NS0102

3001AT N00039-05-NR-00429 .2 3868.00
 LLA :
 AT 17X4557 8D10 252 E8325 0 068342 2D 000000 231934000020 - N0002403PD20543 - T-AKE 3)
 ACRN AT, NS0102

MOD 4
 1001AQ N00039-05-NR-00429.4 280365.00
 LLA :
 AQ 1761804 5RZ3 252 EA150 0 068342 2D 05RZ30 008550000000
 ACRN AQ, NS0104

1001AU N00039-05-NR-00429.4 16132.00
 LLA :
 AU 1761319 14KB 252 E8SHP 0 068342 2D 000000 340180001040 (N0002406PD11396 - LCS R&D)
 ACRN AU, NS0104

3001AQ N00039-05-NR-00429.4 41660.00
 LLA :
 AQ 1761804 5RZ3 252 EA150 0 068342 2D 05RZ30 008550000000
 ACRN AQ INCREMENTAL FUNDING

3001AU N00039-05-NR-00429.4 3868.00
 LLA :
 AU 1761319 14KB 252 E8SHP 0 068342 2D 000000 340180001040 (N0002406PD11396 - LCS R&D)
 ACRN AU, NS0104

MOD 6
 1001AB N00039-05-NR-00429.4 (7.00)
 LLA :
 AA 1761804 5B2B 252 EA15W 068342 2D 01B2B0 79101000101
 ACRN AA, NS0106

1001AE N00039-05-NR-00429.4 (51.00)
 LLA :
 AE 1711711 6210 252 E8WGL 0 068342 2D 000000 2317040031C
 Standard Number: (N0002402PD22210 - CVN 77)
 ACRN AE, NS0106

1001AG N00039-05-NR-00429.4 4995.00
 LLA :
 AG 1741711 1386 252 EJWCL 0 068342 2D 000000 23171400001A
 Standard Number: (N0002404PD20331 - LHD 8)
 ACRN AG, NS0106

1001AH N00039-05-NR-00429.4 (8.00)
 LLA :
 AH 1751319 14KB 252 E8SHP 0 068342 2D 000000 34018000003
 Standard Number: (N0002405PD11680 - LCS)
 ACRN AH, NS0106

1001AJ N00039-05-NR-00429.4 4735.00
 LLA :
 AJ 1741711 1386 252 EJWCL 0 068342 2D 000000 23171400024A
 Standard Number: (N0002404PD20331 - LHD 8) TMIP
 ACRN AJ

1001AK N00039-05-NR-00429.4 (10.00)
 LLA :
 AK 1791711 2317 252 EJWTL 0 068342 2D 000000 23168400001E
 Standard Number: (N0002499PD21374 - LPD 18)
 ACRN AK

1001AL N00039-05-NR-00429.4 (174613.00)
 LLA :
 AB 1761810.52DY 252 EA15W 0 068342 2D 000000 DY555KBX0000 (OPN)

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 22 of 36
----------------------------------	------------------------------	------------------

ACRN AB

1001AM N00039-05-NR-00429.4 4923.00
 LLA :
 AM 1711711 6210 252 E8WGL 0 068342 2D 000000 23170400037B
 Standard Number: (N0002402PD22210 - CVN 77) TMIP
 ACRN AM

1001AN N00039-05-NR-00429.6 (5.00)
 LLA :
 AN 1761804 8U5N 250 65538 0 068892 2D 000000 6553861RM08Q
 ACRN AN

1001AQ N00039-05-NR-00429.4 (14.00)
 LLA :
 AQ 1761804 5RZ3 252 EA150 0 068342 2D 05RZ30 008550000000
 ACRN AQ, NS0106

1001AS N00039-05-NR-00429.4 (10.00)
 LLA :
 AS 17X4557 8110 252 E8325 0 068342 2D 000000 231924000020 - N0002403PD20542 - T-AKE 2)
 ACRN AS, NS0106

1001AT N00039-05-NR-00429.4 (10.00)
 LLA :
 AT 17X4557 8D10 252 E8325 0 068342 2D 000000 231934000020 - N0002403PD20543 - T-AKE 3)
 ACRN AT, NS0106

1001AU N00039-05-NR-00429.4 (15.00)
 LLA :
 AU 1761319 14KB 252 E8SHP 0 068342 2D 000000 340180001040 (N0002406PD11396 - LCS R&D)
 ACRN AU, NS0106

3001AB N00039-05-NR-00429.4 (33451.00)
 LLA :
 AB 1761810 52DY 252 EA15W 068342 2D 000000 DY555KBX0000
 ACRN AB

3001AE N00039-05-NR-00429.4 (409.00)
 LLA :
 AE 1711711 6210 252 E8WGL 0 068342 2D 000000 2317040031C
 Standard Number: (N0002402PD22210 - CVN 77)
 ACRN AE, NS0106

3001AF N00039-05-NR-00429.4 (1515.00)
 LLA :
 AF 1751811 6212 252 E8WGL 0 068342 2D 000000 20993400016A
 Standard Number: (N0002405PD20869 - CVN 70)
 ACRN AF, NS0106

3001AG N00039-05-NR-00429.4 (5000.00)
 LLA :
 AG 1741711 1386 252 E8WGL 0 068342 2D 000000 23171400001A
 Standard Number: (N0002404PD20331 - LHD 8)
 ACRN AG, NS0106

3001AH N00039-05-NR-00429.4 (3868.00)
 LLA :
 AH 1751319 14KB 252 E8SHP 0 068342 2D 000000 34018000003
 Standard Number: (N0002405PD11680 - LCS)
 ACRN AH, NS0106

3001AJ N00039-05-NR-00429.4 (4743.00)
 LLA :
 AJ 1741711 1386 252 E8WGL 0 068342 2D 000000 23171400024A
 Standard Number: (N0002404PD20331 - LHD 8) TMIP
 ACRN AJ, NS0106

3001AK N00039-05-NR-00429.4 (411.00)
 LLA :
 AK 1791711 2317 252 E8WGL 0 068342 2D 000000 23168400001E
 Standard Number: (N0002499PD21374 - LPD 18)
 ACRN AK, NS0106

3001AM N00039-05-NR-00429.4 (4938.00)
 LLA :
 AM 1711711 6210 252 E8WGL 0 068342 2D 000000 23170400037B

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 23 of 36
----------------------------------	------------------------------	------------------

Standard Number: (N0002402PD22210 - CVN 77) TMIP
ACRN AM, NS0106

3001AN N00039-05-NR-00429.4 (378.00)
LLA :
AN 1761804 8U5N 250 65538 0 068892 2D 000000 6553861RM08Q
ACRN AN, NS0106

3001AP N00039-05-NR-00429.4 (1299.00)
LLA :
AA 1761804 5B2B 252 EA15W 068342 2D 01B2B0 79101000101
ACRN AA, NS0106

3001AQ N00039-05-NR-00429.4 (20575.00)
LLA :
AQ 1761804 5RZ3 252 EA150 0 068342 2D 05RZ30 008550000000
ACRN AQ, NS0106

3001AT N00039-05-NR-00429.4 (3806.00)
LLA :
AT 17X4557 8D10 252 E8325 0 068342 2D 000000 231934000020 - N0002403PD20543 - T-AKE 3)
ACRN AT, NS0106

3001AU N00039-05-NR-00429.4 (1148.00)
LLA :
AU 1761319 14KB 252 E8SHP 0 068342 2D 000000 340180001040 (N0002406PD11396 - LCS R&D)
ACRN AU, NS0106

MOD 7
1101AA N0003905NR00429.5 31000.00
LLA :
AV 1771804 5B2B 252 EA15W 0 068342 2D 01B2B0 79101000101
NS0107

MOD 8
1101AV N00039-05-NR-00429.6 99000.00
LLA :
AV 1771804 5B2B 252 EA15W 0 068342 2D 01B2B0 79101000101
NS0108

1101AW N00039-05-NR-00429.6 20000.00
LLA :
AW 1761811 1386 252 EJWCL 0 068342 2D 000000 23171400008A (N0002406PD21090 - LHD 8)
NS0108

1101AX N00039-05-NR-00429.6 25000.00
LLA :
AX 1761811 1386 252 EJWCL 0 068342 2D 000000 23171400007A (N0002406PD21090 - LHD 8)
TMIP
NS0108

1101AY N00039-05-NR-00429.6 40000.00
LLA :
AY 1761811 6218 252 EJWGL 0 068342 2D 000000 20993400015B (N0002406PD21033 - CVN 70)
NS0108

1101AZ N00039-05-NR-00429.6 30000.00
LLA :
AZ 1721711 A224 252 EJWML 0 068342 2D 000000 23166400603J (N0002402PD20348 - DDG 102
-104)
NS0108

1101BA N00039-05-NR-00429.6 30000.00
LLA :
BA 1741711 1224 252 EJWML 0 068342 2D 000000 55685400602J (N0002404PD20201 - DDG 107
-109)
NS0108

1101BB N00039-05-NR-00429.6 22000.00
LLA :
BB 1731711 2317 252 EJWTL 0 068342 2D 000000 3013A400001E (N0002403PD20882 - LPD 21)
NS0108

1101BC N00039-05-NR-00429.6 21000.00
LLA :

CONTRACT NO.	DELIVERY ORDER NO.	PAGE
N00178-04-D-4135	NS0113	24 of 36

BC 1741711 1317 252 EJWTL 0 068342 2D 000000 3014A400001E (N0002404PD20909 - LPD 22)
NS0108

1101BD N00039-05-NR-00429.6 25000.00
LLA :
BD 17X4557 8E10 252 E8325 0 068342 2D 000000 231944000020 (N0002403PD20773 - T-AKE 4
)
Standard Number: N00039-05-NR-00429
NS0108

1101BE N00039-05-NR-00429.6 25000.00
LLA :
BE 17X4557 1F10 252 E8325 0 068342 2D 000000 23195400001C (N0002405PD20315 - T-AKE 5
)
NS0108

1101BF N00039-05-NR-00429.6 20000.00
LLA :
BF 17X4557 1F10 252 E8325 0 068342 2D 000000 23196400002C (N0002405PD20315 - T-AKE 6
)
NS0108

1101BG N00039-05-NR-00429.6 20000.00
LLA :
BG 17X4557 1G10 252 E8325 0 068342 2D 000000 23197400001C (N0002405PD20317 - T-AKE 7
)
NS0108

1101BH N00039-05-NR-00429.6 20000.00
LLA :
BH 1761811 1281 252 E8WUL 0 068342 2D 000000 20128400112A (N0002406PD21736 - LCS #3)
NS0108

1101BJ N00039-05-NR-00429.6 101000.00
LLA :
BJ 1771810 52DY 252 EA15W 0 068342 2D 000000 DY555KBX0000
NS0108

3101AV N00039-05-NR-00429.6 25000.00
LLA :
AV 1771804 5B2B 252 EA15W 0 068342 2D 01B2B0 79101000101
NS0108

MOD 9
1101BK N00039-05-NR-00429.7 90000.00
LLA :
BK 1771804 5RZ3 252 EA150 0 068342 2D 05RZ30 009020000000 (O&M.N)
ACRN BK, NS0109

3101BK N00039-05-NR-00429.7 6000.00
LLA :
BK 1771804 5RZ3 252 EA150 0 068342 2D 05RZ30 009020000000 (O&M.N)
ACRN BK, NS0109

MOD 10
1101BK N00039-07-MR-58452 18600.00
LLA :
BK 1771804 5RZ3 252 EA150 0 068342 2D 05RZ30 009020000000 (O&M.N)
ACRN BK, NS0110

3101BK N00039-05-NR-00429.7 (6000.00)
LLA :
BK 1771804 5RZ3 252 EA150 0 068342 2D 05RZ30 009020000000 (O&M.N)
ACRN BK, NS0110

MOD 11
1101AV N00039-07-MR-60381 100000.00
LLA :
AV See attached Financial Accounting Data Sheet
NS0111

1201AA N00039-07-MR-60381 17000.00
LLA :
BL See attached Financial Accounting Data Sheet

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 25 of 36
----------------------------------	------------------------------	------------------

ACRN BL

1201AB N00039-07-MR-60381 22000.00
LLA :
BM See attached Financial Accounting Data Sheet
ACRN BM

3201AA N00039-07-MR-60381 5000.00
LLA :
BL See attached Financial Accounting Data Sheet
ACRN BL

MOD 12
1201AC N00039-07-MR-62202 20000.00
LLA :
BN See attached Financial Accounting Data Sheet
Standard Number: N0002407PD20957
LHA-6

1201AD N00039-07-MR-62202 20000.00
LLA :
BP See attached Financial Accounting Data Sheet
Standard Number: N0002406PD21090
LPD-8

1201AE N00039-07-MR-62202 10000.00
LLA :
BQ See attached Financial Accounting Data Sheet
Standard Number: N0002406PD21090
LHD-8 (TIMP-M)

1201AF N00039-07-MR-62202 20000.00
LLA :
BR See attached Financial Accounting Data Sheet
Standard Number: N0002406PD220218
DDG 107-109

1201AG N00039-07-MR-62202 16000.00
LLA :
BS See attached Financial Accounting Data Sheet
Standard Number: N00024PD20201
DDG 107 - 109

1201AH N00039-07-MR-62202 20000.00
LLA :
BT See attached Financial Accounting Data Sheet
Standard Number: N0002405PD20245
DDG 110 - 111

1201AJ N00039-07-MR-62202 20000.00
LLA :
BU See attached Financial Accounting Data Sheet
Standard Number: N0002403PD20773
T-AKE 4

1201AK N00039-07-MR-62202 20000.00
LLA :
BV See attached Financial Accounting Data Sheet
Standard Number: N0002405PD20317
T-AKE 8

1201AL N00039-07-MR-62202 20000.00
LLA :
BW See attached Financial Accounting Data Sheet
Standard Number: N0002407PD20666
CVN 70

1201AM N00039-07-MR-62202 12200.00
LLA :
BX See attached Financial Accounting Data Sheet
Standard Number: N0002400PD22640
LPD 19

1201AN N00039-07-MR-62202 12000.00
LLA :
BY See attached Financial Accounting Data Sheet

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 26 of 36
----------------------------------	------------------------------	------------------

Standard Number: N0002400PD22640
LPD 20

1201AP N00039-07-MR-62202 20000.00
LLA :
BZ See attached Financial Accounting Data Sheet
Standard Number: N0002406PD21736
LCS 4

MOD 13
1201AP N00039-08-MR-61901 (18500.00)
LLA :
BZ See attached Financial Accounting Data Sheet
Standard Number: N0002406PD21736
LCS 4

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 27 of 36
----------------------------------	------------------------------	------------------

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.

(End of clause)

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 Contractor 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 the 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

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 28 of 36
----------------------------------	------------------------------	------------------

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:

(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 party 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 requirement. If the Task Order Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into the affected task order by modification.

(End of clause)

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).

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 29 of 36
----------------------------------	------------------------------	------------------

(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 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 service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 30 of 36
----------------------------------	------------------------------	------------------

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

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

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

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

(End of clause)

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

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

(b) An automobile decal will be issued by SPAWARSSYSCOM 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 SPAWARSSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

(End of clause)

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.

(End of clause)

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,

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 31 of 36
----------------------------------	------------------------------	------------------

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:

(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

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 32 of 36
----------------------------------	------------------------------	------------------

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.

(End of clause)

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).
- (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.

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 33 of 36
----------------------------------	------------------------------	------------------

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.

SIGNATURE _____

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.

(End of clause)

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 34 of 36
----------------------------------	------------------------------	------------------

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.

(End of clause)

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 35 of 36
----------------------------------	------------------------------	------------------

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.

I-2 FAR CLAUSES INCORPORATED BY REFERENCE:

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

CONTRACT NO. N00178-04-D-4135	DELIVERY ORDER NO. NS0113	PAGE 36 of 36
----------------------------------	------------------------------	------------------

SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - Performance Work Statement

Attachment No. 2 - CDRL A001 MSR

Attachment No. 2 - CDRL A002 Travel

Attachment No. 2 - CDRL A003 Agenda

Attachment No. 2 - CDRL A004 Minutes

Attachment No. 2 - CDRL A001 ATTCHMT 1

Attachment No. 2 - CDRL A001 ATTCHMT 2

Attachment No. 2 - CDRL A001 ATTCHMT 3

Attachment No. 3 - DD254 & IT RQMTS

Attachment No. 4 - Financial Accounting and Data Sheet (FAD)