

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE 19-Jun-2012	4. REQUISITION/PURCHASE REQ. NO. 1300269775	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 clayton.r.thomas@navy.mil 619-524-7199	CODE N00039	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) INDUS Technology 2243 San Diego Ave San Diego CA 92110		[X]	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4067-NS05
			10B. DATED (SEE ITEM 13) 01-Oct-2007
CAGE CODE 1BGW9	FACILITY CODE		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Bilateral per FAR Clause 52.232-22, Limitation of Funds

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Eric T. MacGregor, Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David J Chesnut, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Eric T. MacGregor (Signature of person authorized to sign)	15C. DATE SIGNED 19-Jun-2012	16B. UNITED STATES OF AMERICA BY /s/David J Chesnut (Signature of Contracting Officer)	16C. DATE SIGNED 19-Jun-2012

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

a. The purpose of this modification is to deobligate funds excess to known contract requirements, update Ombudsman information, and update COR information, as follows:

The total amount of funds obligated to the task is hereby decreased from \$3,577,255.04 by \$161,964.68 to \$3,415,290.36.

CLIN/SLIN/ACRN	Type Of Fund	From (\$)	By (\$)	To (\$)
1001/01/AA	TBD	50,400.00	(403.70)	49,996.30
1001/02/AB	TBD	18,697.00	(149.77)	18,547.23
1001/03/AC	TBD	26,622.00	(988.20)	25,633.80
1001/04/AD	TBD	50,000.00	(642.55)	49,357.45
1001/05/AE	TBD	6,000.00	(48.06)	5,951.94
1001/06/AF	TBD	5,378.00	(43.07)	5,334.93
1001/07/AG	TBD	100,000.00	(3,712.72)	96,287.28
1001/08/AH	TBD	50,000.00	(1,856.36)	48,143.64
1001/09/AJ	TBD	339,862.00	(12,618.13)	327,243.87
1101/01/BA	TBD	69,417.08	(948.60)	68,468.48
1101/02/BB	TBD	38,542.18	(526.69)	38,015.49
1101/03/BC	TBD	78,964.47	(1,079.06)	77,885.41
1101/04/BD	TBD	5,711.76	(78.05)	5,633.71
1101/05/BE	TBD	5,018.00	(68.57)	4,949.43
1101/07/BG	TBD	34,866.57	(476.46)	34,390.11
1101/08/BH	TBD	197,411.17	(2,697.66)	194,713.51
1101/09/BJ	TBD	25,799.93	(324.47)	25,475.46
1101/10/BK	TBD	125,395.62	(1,713.55)	123,682.07
3001/01/AC	TBD	42,000.00	(38,750.47)	3,249.53
3101/01/BF	TBD	330.47	(53.19)	277.28
3101/02/BJ	TBD	1,055.53	(168.47)	887.06
4201/02/BN	OPN	57,611.00	(4,296.95)	53,314.05
4201/03/BP	OPN	55,549.00	(4,143.15)	51,405.85
4201/04/BQ	OPN	65,820.00	(4,909.22)	60,910.78
4201/05/BR	OPN	17,228.00	(1,284.96)	15,943.04
4201/06/BS	OPN	6,385.00	(476.23)	5,908.77
4201/07/BT	OPN	47,747.00	(3,561.24)	44,185.76
4201/08/BU	OPN	60,891.00	(4,541.59)	56,349.41
4201/09/BV	OPN	92,167.00	(6,874.32)	85,292.68
4201/10/BW	OPN	26,130.00	(1,948.92)	24,181.08
4201/11/BX	OPN	28,344.00	(2,114.05)	26,229.95
4201/12/BY	OPN	27,709.00	(2,066.69)	25,642.31
4201/13/CA	OPN	17,228.00	(1,284.96)	15,943.04
4301/09/CK	OPN	15,550.00	(53.12)	15,496.88
4301/10/CL	OPN	108,497.28	(708.29)	107,788.99
4301/11/CM	OPN	22,770.00	(0.05)	22,769.95
4301/12/CN	OPN	18,510.00	(63.23)	18,446.77
4301/13/CP	OPN	30,000.00	(52.92)	29,947.08
4301/14/CQ	OPN	2,388.00	(32.11)	2,355.89
4301/15/CR	OPN	18,000.00	(241.99)	17,758.01

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4301/16/CS	OPN	45,000.00	(604.99)	44,395.01
4301/17/CT	OPN	51,570.00	(693.31)	50,876.69
4301/18/CU	OPN	22,266.00	(299.35)	21,966.65
4301/19/CV	OPN	47,533.72	(1,066.59)	46,467.13
4301/20/CW	OPN	30,000.00	(1,487.97)	28,512.03
4301/22/CY	OPN	95,853.68	(7,895.88)	87,957.80
6201/01/BM	OPN	4,000.00	(4,000.00)	0.00
6201/02/BZ	OPN	38,000.00	(38,000.00)	0.00
6301/03/CX	OPN	812.00	(757.91)	54.09
6301/04/CM	OPN	1,431.00	(1,156.89)	274.11

Sections B and G are updated accordingly.

2. Section G-5 is updated to reflect a new Ombudsman designation.
 3. Section G-6 is updated to reflect the COR's new phone number.
- b. A conformed copy of this Task Order is attached to this modification for informational purposes only.
- c. All other terms and conditions remain unchanged

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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	Labor - Base Year - FY08 (TBD)	1.0	LO	\$599,037.00	\$47,923.00	\$646,960.00
100101	ACRN AA- Deob \$403.70 mod 28 (TBD)					
100102	ACRN AB- Deob \$149.77 mod 28 (TBD)					
100103	ACRN AC- Deob \$988.20 mod 28 (TBD)					
100104	ACRN AD- Deob \$642.55 mod 28 (TBD)					
100105	ACRN AE- Deob \$48.06 mod 28 (TBD)					
100106	ACRN AF- Deob \$43.07 mod 28 (TBD)					
100107	ACRN AG- Deob \$3,712.72 mod 28 (TBD)					
100108	ACRN AH- Deob \$1,856.36 mod 28 (TBD)					
100109	ACRN AJ- Deob \$12,618.13 mod 28 (TBD)					
1101	Labor - Option Year 1 - FY09 (TBD)	1.0	LO	\$577,346.30	\$46,187.70	\$623,534.00
110101	ACRN BA- Deob \$948.60 mod 28 (TBD)					
110102	ACRN BB- Deob \$526.69 mod 28 (TBD)					
110103	ACRN BC- Deob \$1,079.06 mod 28 (TBD)					

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4201	Labor - Option Year 2 - FY10 (TBD)	1.0 LO	\$562,010.19	\$44,960.81	\$606,971.00
420101	ACRN BM (OPN)				
420102	ACRN BN- Deob \$4,296.95 mod 28 (OPN)				
420103	ACRN BP- Deob \$4143.15 mod 28 (OPN)				
420104	ACRN BQ- Deob \$4,909.22 mod 28 (OPN)				
420105	ACRN BR- Deob \$1,284.96 mod 28 (OPN)				
420106	ACRN BS- Deob \$476.23 mod 28 (OPN)				
420107	ACRN BT- Deob \$3,561.24 mod 28 (OPN)				
420108	ACRN BU- Deob \$4,541.59 mod 28 (OPN)				
420109	ACRN BV- Deob \$6,874.32 mod 28 (OPN)				
420110	ACRN BW- Deob \$1,948.92 mod 28 (OPN)				
420111	ACRN BX- Deob \$2,114.05 mod 28 (OPN)				
420112	ACRN BY- Deob \$2066.69.69 mod 28 (OPN)				
420113	ACRN CA- Deob \$1,284.96 mod 28 (OPN)				
4301	Labor - Option Year 3 - FY11 (TBD)	1.0 LO	\$719,526.00	\$57,562.00	\$777,088.00
430101	ACRN CB (OPN)				
430102	ACRN CC (OPN)				
430103	ACRN CD (OPN)				

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430104 ACRN CE (OPN)

430105 ACRN CF (OPN)

430106 ACRN CG (OPN)

430107 ACRN CH (OPN)

430108 ACRN CJ (OPN)

430109 ACRN CK- Deob
\$257.59 mod 28
(OPN)

430110 ACRN CL- Deob
\$1,814.62 mod 28
(OPN)

430111 ACRN CM- Deob
\$0.05 mod 28
(OPN)

430112 ACRN CN- Deob
\$63.23 mod 28
(OPN)

430113 ACRN CP- Deob
\$52.92 mod 28
(OPN)

430114 ACRN CQ- Deob
\$32.11 mod 28
(OPN)

430115 ACRN CR- Deob
\$439.55 mod 28
(OPN)

430116 ACRN CS- Deob
\$1,098.88 mod 28
(OPN)

430117 ACRN CT- Deob
\$1,259.31 mod 28
(OPN)

430118 ACRN CU- Deob
\$299.35 mod 28
(OPN)

430119 ACRN CV- Deob
\$1,809.54 mod 28
(OPN)

430120 ACRN CW- Deob
\$1,487.97 mod 28
(OPN)

430121 ACRN CX (OPN)

430122 ACRN CY- Deob
\$10,136.27 mod 28
(OPN)

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4401	Labor - Option Year 4 - FY12 (TBD)	1.0 LO	\$771,275.73	\$61,702.27	\$832,978.00
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440101 ACRN CZ (OPN)

440102 ACRN DA (OPN)

440103 ACRN DB (OPN)

440104 ACRN DC (OPN)

440105 ACRN DD (OPN)

440106 ACRN DE (OPN)

440107 ACRN DF (OPN)

440108 ACRN DG (OPN)

440109 ACRN DH (OPN)

440110 ACRN DJ (OPN)

440111 ACRN DK (OPN)

440112 ACRN DM (OPN)

440113 ACRN DN (OPN)

440114 ACRN DP (OPN)

440115 ACRN DQ (OPN)

440116 ACRN DR (OPN)

440117 ACRN DT (OPN)

440118 ACRN DU (OPN)

440119 ACRN DV (OPN)

440120 ACRN DW (OPN)

440121 ACRN DX (OPN)

440122 ACRN DY (OPN)

440123 ACRN DZ (OPN)

440124 ACRN EA (OPN)

440125 ACRN EB (OPN)

440126 ACRN EC (OPN)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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6201	Other Direct Costs & Travel -	1.0	LO	\$42,000.00

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Option Year 2 -
FY10. G&A only.
Non-fee bearing.
(TBD)

620101 ACRN BM- Deob
\$4,000 mod 28
(OPN)

620102 ACRN BZ- Deob
\$38,000 mod 28
(OPN)

6301 Other Direct 1.0 LO \$22,673.00
Costs & Travel -
Option Year 3 -
FY11. G&A only.
Non-fee bearing.
(TBD)

630101 ACRN CL (OPN)

630102 ACRN CV (OPN)

630103 ACRN CX- Deob
\$757.91 mod 28
(OPN)

630104 ACRN CM- Deob
\$1,156.89 mod 28
(OPN)

6401 Other Direct 1.0 LO \$42,000.00
Costs & Travel -
Option Year 4 -
FY12. G&A only.
Non-fee bearing.
(TBD)

640101 ACRN DL (OPN)

640102 ACRN DS (OPN)

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 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is:

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CLIN / DIRECT LABOR HOURS

1001 / 11,520
1101 / 10,717
4201 / 10,104
4301 / 12,510
4401 / 12,936

The estimated number of direct labor hours set forth above includes the following estimated number of uncompensated overtime labor hours:

CLIN / UNCOMPENSATED OVERTIME HOURS

1001 / 0
1101 / 0
4201 / 0
4301 / 0
4401 / 0

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of:

CLIN / FIXED-FEE RATE PER HOUR

1001 / \$4.16
1101 / \$4.31
4201 / \$4.45
4301 / \$4.61 FOR HOURS 1 - 11,520

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\$4.45 FOR HOURS 11,521 - 12,520
4401 / \$4.77

per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

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

1001 / \$46,407
1101 / \$45,119
4201 / \$42,483
4301 / \$56,531
4401 / \$61,702

- (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 / \$580,089 / From 01 October 2007 through 30 September 2008
3001 / \$3,249 / From 01 October 2007 through 30 September 2008
1101 / \$570,501 / From 01 October 2008 through 30 September 2009
3101 / \$1,164 / From 01 October 2008 through 30 September 2009

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4201 / \$526,985 / From 01 October 2009 through 30 September 2010

6201 / \$0 / From 01 October 2009 through 30 September 2010

4301 / \$706,659/ From 01 October 2010 through 30 September 2011

4401 / \$771,275/ From 01 October 2011 through 30 September 2012

6301 / \$897 / From 01 October 2010 through 30 September 2011

6401 / \$2,224 / From 01 October 2011 through 30 September 2012

(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.

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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 (1) - Performance Work Statement (PWS) and Attachment (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, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

(4) Remedy

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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 CPAR will reflect the negative evaluation for the applicable Performance Standard.

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

<u>Name of Holiday</u>	<u>Time of Observance</u>
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

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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.

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(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.

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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

CLIN - DELIVERIES OR PERFORMANCE

F-1 PERIODS OF PERFORMANCE (DEC 1999)

The periods of performance for the following firm items are estimated at:

BASE PERIOD:

CLIN	Period of Performance
1001	10/01/2007 - 09/30/2008
3001	10/01/2007 - 09/30/2008

CLIN	Period of Performance
1101	10/01/2008 - 09/30/2009
3101	10/01/2008 - 09/30/2009

The periods of performance for the following option items are estimated at:

CLIN	Period of Performance
4201	10/01/2009 - 09/30/2010
6201	10/01/2009 - 09/30/2010

CLIN	Period of Performance
4301	10/01/2010 - 09/30/2011
6301	10/01/2010 - 09/30/2011

CLIN	Period of Performance
4401	10/01/2011 - 09/30/2012
6401	10/01/2011 - 09/30/2012

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

(a) The Contractor shall electronically submit Monthly Status Report (MSR) in accordance with the format and content detailed CDRL Item A001-REV 3 and Quarterly Status Report (QSR) in accordance with the format and content detailed in CDRL A002. Submissions are due monthly for CDRL A001 and Quarterly for CDRL A002 by the 15th of the following month and 15th of following quarter for CDRL A002 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

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CLIN/SLIN/ACRN.

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

This is a Cost Plus Fixed Fee (CPFF) task order.

G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

- (a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.
- (b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.
- (c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.
- (d) A separate invoice will be prepared no more frequently than every two weeks. Do not combine the payment claims for services provided under this contract.
- (e) The following information is provided for completion of the invoice in WAWF:

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC:	S0514A
Inspector DODAAC (if applicable)	N00039
Acceptor DODAAC:	N00039
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	HQ0339
PAY DODAAC:	HQ0339

G-5 ACTIVITY OMBUDSMAN

CDR Dave Murree

SPAWAR 2.0B

4301 Pacific Highway

San Diego, CA 92110-3127

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(619) 524-7181

Dave.Murree@navy.mil

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G-6 CONTRACTING OFFICER'S REPRESENTATIVE

Michael Davis

PMW 160

4301 Pacific Highway, San Diego, CA 92110

(619)-925-3288

michael.d.davis@navy.mil

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G-7 CONTRACTING OFFICER

Stephen Beckner

SPAWAR 02A3-A

4301 Pacific Highway, San Diego, CA 92110

(619)524-7975

stephen.beckner@navy.mil

Accounting Data SLINID PR Number	Amount
100101	50400.00
LLA :	
AA See Attached Financial Accounting Data Sheet	
100102	18697.00
LLA :	
AB See Attached Financial Accounting Data Sheet	
100103	11383.00
LLA :	
AC See Attached Financial Accounting Data Sheet	
300101	3500.00
LLA :	
AC See Attached Financial Accounting Data Sheet	
BASE Funding 83980.00	
Cumulative Funding 83980.00	
MOD 01	
100103	(11378.00)
LLA :	
AC See Attached Financial Accounting Data Sheet	
100104	41990.00
LLA :	
AD See Attached Financial Accounting Data Sheet	
100105	6000.00
LLA :	
AE See Attached Financial Accounting Data Sheet	
100106	5378.00
LLA :	
AF See Attached Financial Accounting Data Sheet	
MOD 01 Funding 41990.00	
Cumulative Funding 125970.00	
MOD 02	
100103	26617.00
LLA :	
AC See Attached Financial Accounting Data Sheet	
100104	8010.00
LLA :	
AD See Attached Financial Accounting Data Sheet	
100107	100000.00
LLA :	
AG See Attached Financial Accounting Data Sheet	

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100108 50000.00
LLA :
AH See Attached Financial Accounting Data Sheet

100109 138280.00
LLA :
AJ See Attached Financial Accounting Data Sheet

300101 38500.00
LLA :
AC See Attached Financial Accounting Data Sheet

MOD 02 Funding 361407.00
Cumulative Funding 487377.00

MOD 03

100109 201582.00
LLA :
AJ See Attached Financial Accounting Data Sheet

MOD 03 Funding 201582.00
Cumulative Funding 688959.00

MOD 04

110101 71303.00
LLA :
BA See Attached Financial Accounting Data Sheet

110102 41000.00
LLA :
BB See Attached Financial Accounting Data Sheet

110103 84000.00
LLA :
BC See Attached Financial Accounting Data Sheet

110104 6076.00
LLA :
BD See Attached Financial Accounting Data Sheet

110105 5338.00
LLA :
BE See Attached Financial Accounting Data Sheet

110106 36597.00
LLA :
BF See Attached Financial Accounting Data Sheet

110107 37090.00
LLA :
BG See Attached Financial Accounting Data Sheet

110108 210000.00
LLA :
BH See Attached Financial Accounting Data Sheet

110109 200.00
LLA :
BJ See Attached Financial Accounting Data Sheet

110110 116000.00
LLA :
BK See Attached Financial Accounting Data Sheet

110111 18697.00
LLA :
BL See Attached Financial Accounting Data Sheet

310101 10000.00
LLA :
BF See Attached Financial Accounting Data Sheet

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310102 32000.00
LLA :
BJ See Attached Financial Accounting Data Sheet

MOD 04 Funding 668301.00
Cumulative Funding 1357260.00

MOD 05

110110 18697.00
LLA :
BK See Attached Financial Accounting Data Sheet

110111 (18697.00)
LLA :
BL See Attached Financial Accounting Data Sheet

MOD 05 Funding 0.00
Cumulative Funding 1357260.00

MOD 06

110101 2868.00
LLA :
BA See Attached Financial Accounting Data Sheet

110106 9611.00
LLA :
BF See Attached Financial Accounting Data Sheet

110109 30754.00
LLA :
BJ See Attached Financial Accounting Data Sheet

310101 (9610.00)
LLA :
BF See Attached Financial Accounting Data Sheet

310102 (30754.00)
LLA :
BJ See Attached Financial Accounting Data Sheet

MOD 06 Funding 2869.00
Cumulative Funding 1360129.00

MOD 08 Funding 0.00
Cumulative Funding 1360129.00

MOD 09

420101 PR000391006 104162.00
LLA :
BM 1701810 M2PQ 252 00039 0 050120 2D 000000 000000173176

620101 PR000391006 4000.00
LLA :
BM 1701810 M2PQ 252 00039 0 050120 2D 000000 000000173176

MOD 09 Funding 108162.00
Cumulative Funding 1468291.00

MOD 10

420102 1300141921 57611.00
LLA :
BN 1701810 M2PQ 252 00039 0 050120 2D 000000 A00000341298
CIN 130014192100001

MOD 10 Funding 57611.00
Cumulative Funding 1525902.00

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MOD 11

420103 1300146631 55549.00
 LLA :
 BP 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A00000374348
 CIN 130014663100001

420104 1300146631 65820.00
 LLA :
 BQ 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A10000374348
 CIN 130014663100002

420105 1300146631 17228.00
 LLA :
 BR 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A20000374348
 CIN 130014663100003

420106 1300146631 6385.00
 LLA :
 BS 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A30000374348
 CIN 130014663100004

420107 1300146631 47747.00
 LLA :
 BT 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A40000374348
 CIN 130014663100005

420108 1300146631 60891.00
 LLA :
 BU 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A60000374348
 CIN 130014663100007

420109 1300146631 92167.00
 LLA :
 BV 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A90000374348
 CIN 130014663100009

420110 1300146631 26130.00
 LLA :
 BW 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A70000374348
 CIN 130014663100010

420111 1300146631 28344.00
 LLA :
 BX 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A80000374348
 CIN 130014663100011

420112 1300146631 27709.00
 LLA :
 BY 1701810 M2L0 252 00039 0 050120 2D 000000 COST CODE: B10000374348
 CIN 130014663100012

620102 1300146631 38000.00
 LLA :
 BZ 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A50000374348
 CIN 130014663100008

MOD 11 Funding 465970.00
 Cumulative Funding 1991872.00

MOD 12

420113 1300157420 17228.00
 LLA :
 CA 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A00000443950
 CIN 130015742000001

MOD 12 Funding 17228.00
 Cumulative Funding 2009100.00

MOD 13

110101 (4753.92)

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LLA :
BA 1709111810 52D6 252 EA16W 0 068342 2D 000000 COST CODE: D6776LMX000

110102 (2457.82)
LLA :
BB 1709111810 52DA 252 EA16W 0 068342 2D 000000 COST CODE: DA777LAG000

110103 (5035.53)
LLA :
BC 1709111810 52DA 252 EA16W 0 068342 2D 000000 COST CODE: DA777LAA000

110104 (364.24)
LLA :
BD 1709111810 52DA 252 EA16W 0 068342 2D 000000 COST CODE: DA777LAD000

110105 (320.00)
LLA :
BE 1709111810 52DA 252 EA16W 0 068342 2D 000000 COST CODE: DA776LAH000

110106 (3800.80)
LLA :
BF 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LH2000

110107 (2223.43)
LLA :
BG 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LEM000

110108 (12588.83)
LLA :
BH 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LH0000

110109 (5154.07)
LLA :
BJ 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LC0000

110110 (9301.38)
LLA :
BK 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LH1000

310101 (59.53)
LLA :
BF 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LH2000

310102 (190.47)
LLA :
BJ 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LC0000

MOD 13 Funding -46250.02
Cumulative Funding 1962849.98

MOD 14 Funding 0.00
Cumulative Funding 1962849.98

MOD 15

430101 7890.00
LLA :
CB 1711810 M2L0 252 00039 0 050120 2D 000000 COST CODE: A00000596900
CIN 130018229000001

430102 4734.00
LLA :
CC 1711810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A10000596900
CIN 130018229000002

430103 5260.00
LLA :
CD 1711810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A20000596900
CIN 130018229000003

430104 51551.00
LLA :
CE 1711810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A30000596900
CIN 130018229000004:

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430105 84400.00
 LLA :
 CF 1711810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A40000596900
 CIN 130018229000004

MOD 15 Funding 153835.00
 Cumulative Funding 2116684.98

MOD 16 Funding 0.00
 Cumulative Funding 2116684.98

MOD 17

430106 1300187914 24740.00
 LLA :
 CG 1711810 M2PQ 252 00039 0 050120 2D 000000 A00000634061
 CIN 130018791400001

430107 1300187914 12061.00
 LLA :
 CH 1711810 M2PQ 252 00039 0 050120 2D 000000 A10000634061
 CIN 130018791400002

430108 1300187914 41518.00
 LLA :
 CJ 1711810 M2DA 252 00039 0 050120 000000 A20000634061
 CIN 130018791400003

MOD 17 Funding 78319.00
 Cumulative Funding 2195003.98

MOD 18

430109 1300191170 15550.00
 LLA :
 CK 1711810 M2DA 252 00039 0 050120 2D 000000 A00000655485
 CIN 130019117000001

430110 1300191170 108000.00
 LLA :
 CL 1711810 M2DA 252 00039 0 050120 2D 000000 A10000655485
 CIN 130019117000002

430111 1300191170 30000.00
 LLA :
 CM 1711810 M2PQ 252 00039 0 050120 2D 000000 A20000655485
 CIN 130019117000004

430112 1300191170 18510.00
 LLA :
 CN 1711810 M2PQ 252 00039 0 050120 2D 000000 A30000655485
 CIN 130019117000005

430113 1300191170 30000.00
 LLA :
 CP 1711810 M2PQ 252 00039 0 050120 2D 000000 A40000655485
 CIN 130019117000006

630101 1300191170 1000.00
 LLA :
 CL 1711810 M2DA 252 00039 0 050120 2D 000000 A10000655485
 CIN 130019117000003

MOD 18 Funding 203060.00
 Cumulative Funding 2398063.98

MOD 19 Funding 0.00
 Cumulative Funding 2398063.98

MOD 20

430114 1300200303 2388.00
 LLA :

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CQ 1711810 M2PQ 252 00039 0 050120 2D 000000 A00000720231
CIN 130020030300001

430115 1300200303 18000.00
LLA :
CR 1711810 M2PQ 252 00039 0 050120 2D 000000 A10000720231
CIN 130020030300002

430116 1300200303 45000.00
LLA :
CS 1711810 M2PQ 252 00039 0 050120 2D 000000 A20000720231
CIN 130020030300003

430117 1300200303 51570.00
LLA :
CT 1711810 M2PQ 252 00039 0 050120 2D 000000 A40000720231
CIN 130020030300004

430118 1300200303 22266.00
LLA :
CU 1711810 M2PQ 252 00039 0 050120 2D 000000 A30000720231
CIN 130020030300005

MOD 20 Funding 139224.00
Cumulative Funding 2537287.98

MOD 21

430119 1300198709 46600.00
LLA :
CV 1711810 M2DA 252 00039 0 050120 2D 000000 A00000709460
CIN 130019870900001

630102 1300198709 1000.00
LLA :
CV 1711810 M2DA 252 00039 0 050120 2D 000000 A00000709460
CIN 130019870900002

MOD 21 Funding 47600.00
Cumulative Funding 2584887.98

MOD 22

430120 1300208593 30000.00
LLA :
CW 1711810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A00000773991
CIN 130020859300001

430121 1300208593 36298.00
LLA :
CX 1711810 M2L0 252 00039 0 050120 2D 000000 COST CODE: A10000773991
CIN 130020859300002

630103 1300208593 812.00
LLA :
CX 1711810 M2L0 252 00039 0 050120 2D 000000 COST CODE: A10000773991
CIN 130020859300003

MOD 22 Funding 67110.00
Cumulative Funding 2651997.98

MOD 23

430110 1300191170 497.28
LLA :
CL 1711810 M2DA 252 00039 0 050120 2D 000000 A10000655485
CIN 130019117000002

430111 1300191170 (7230.00)
LLA :
CM 1711810 M2PQ 252 00039 0 050120 2D 000000 A20000655485
CIN 130019117000004

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430119 1300198709 933.72
 LLA :
 CV 1711810 M2DA 252 00039 0 050120 2D 000000 A00000709460
 CIN 130019870900001

430122 1300216652 95853.68
 LLA :
 CY 1711810 M2DA 252 00039 0 050120 2D 000000 A00000818874
 CIN 130021665200001

630101 1300191170 (497.28)
 LLA :
 CL 1711810 M2DA 252 00039 0 050120 2D 000000 A10000655485
 CIN 130019117000003

630102 1300198709 (933.72)
 LLA :
 CV 1711810 M2DA 252 00039 0 050120 2D 000000 A00000709460
 CIN 130019870900002

630104 1300191170 1431.00
 LLA :
 CM 1711810 M2PQ 252 00039 0 050120 2D 000000 A20000655485
 CIN 130019117000004

MOD 23 Funding 90054.68
 Cumulative Funding 2742052.66

MOD 24 Funding 0.00
 Cumulative Funding 2742052.66

MOD 25

440101 1300230461 31667.00
 LLA :
 CZ 1721810 M25F 252 00039 0 050120 2D 000000 COST CODE: A00000907463
 CIN 130023046100001

440102 1300230461 46872.00
 LLA :
 DA 1721810 M25F 252 00039 0 050120 2D 000000 COST CODE: A10000907463
 CIN 130023046100002

440103 1300230461 329.00
 LLA :
 DB 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A20000907463
 CIN 130023046100003

440104 1300230461 658.00
 LLA :
 DC 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A30000907463
 CIN 130023046100004

440105 1300230461 4603.00
 LLA :
 DD 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A40000907463
 CIN 130023046100005

440106 1300230461 4110.00
 LLA :
 DE 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A50000907463
 CIN 130023046100006

440107 1300230461 6962.00
 LLA :
 DF 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A60000907463
 CIN 130023046100007

440108 1300230461 13973.00
 LLA :
 DG 1721810 M2PR 252 00039 0 050120 2D 000000 COST CODE: A70000907463
 CIN 130023046100008

440109 1300230461 150000.00
 LLA :

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DH 1721810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A90000907463
CIN 130023046100010

440110 1300230461 150000.00
LLA :
DJ 1721810 M2DA 252 00039 0 050120 2D 000000 COST CODE: B00000907463
CIN 130023046100011

440111 1300230461 150000.00
LLA :
DK 1721810 M2DA 252 00039 0 050120 2D 000000 COST CODE: B10000907463
CIN 130023046100012

640101 1300230461 3256.00
LLA :
DL 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A80000907463
CIN 130023046100009

MOD 25 Funding 562430.00
Cumulative Funding 3304482.66

MOD 26

440112 1300237417 772.00
LLA :
DM 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A00000955718
CIN 130023741700001

440113 1300237417 329.00
LLA :
DN 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A10000955718
CIN 130023741700002

440114 1300237417 2301.00
LLA :
DP 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A70000955718
CIN 130023741700003

440115 1300237417 2055.00
LLA :
DQ 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A60000955718
CIN 130023741700004

440116 1300237417 3481.00
LLA :
DR 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A80000955718
CIN 130023741700005

440117 1300237417 34048.00
LLA :
DT 1721810 M2PR 252 00039 0 050120 2D 000000 COST CODE: B00000955718
CIN 130023741700007

640102 1300237417 1628.00
LLA :
DS 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A90000955718
CIN 130023741700006

MOD 26 Funding 44614.00
Cumulative Funding 3349096.66

MOD 27

440109 1300230461 (8479.00)
LLA :
DH 1721810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A90000907463
CIN 130023046100010

440110 1300230461 (8479.00)
LLA :
DJ 1721810 M2DA 252 00039 0 050120 2D 000000 COST CODE: B00000907463
CIN 130023046100011

440111 1300230461 (8480.00)

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LLA :
DK 1721810 M2DA 252 00039 0 050120 2D 000000 COST CODE: B10000907463
CIN 130023046100012

440118 1300252923 2333.00
LLA :
DU 1721810 M25F 252 00039 0 050120 2D 000000 COST CODE: A00001078446
CIN 130025292300001

440119 1300252923 126269.00
LLA :
DV 1721810 M25F 252 00039 0 050120 2D 000000 COST CODE: A10001078446
CIN 130025292300002

440120 1300252923 899.00
LLA :
DW 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A20001078446
CIN 130025292300003

440121 1300252923 3013.00
LLA :
DX 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A30001078446
CIN 130025292300004

440122 1300252923 21096.00
LLA :
DY 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A40001078446
CIN 130025292300005

440123 1300252923 18835.00
LLA :
DZ 1721810m2pq2520003900501202d000000 cost code: a50001078446
cin 130025292300006

440124 1300252923 31907.00
LLA :
EA 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A60001078446
CIN 130025292300007: \$31,907.00

440125 1300252923 14925.00
LLA :
EB 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A70001078446
CIN 130025292300008: \$14,925.00

440126 1300252923 36979.00
LLA :
EC 1721810 M2PR 252 00039 0 050120 2D 000000 COST CODE: A80001078446
CIN 130025292300009: \$36,979.00

640101 1300230461 (1049.00)
LLA :
DL 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A80000907463
CIN 130023046100009

640102 1300237417 (1610.62)
LLA :
DS 1721810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A90000955718
CIN 130023741700006

MOD 27 Funding 228158.38
Cumulative Funding 3577255.04

MOD 28

100101 (403.70)
LLA :
AA See Attached Financial Accounting Data Sheet

100102 (149.77)
LLA :
AB See Attached Financial Accounting Data Sheet

100103 (988.20)
LLA :
AC See Attached Financial Accounting Data Sheet

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100104 (642.55)
LLA :
AD See Attached Financial Accounting Data Sheet

100105 (48.06)
LLA :
AE See Attached Financial Accounting Data Sheet

100106 (43.07)
LLA :
AF See Attached Financial Accounting Data Sheet

100107 (3712.72)
LLA :
AG See Attached Financial Accounting Data Sheet

100108 (1856.36)
LLA :
AH See Attached Financial Accounting Data Sheet

100109 (12618.13)
LLA :
AJ See Attached Financial Accounting Data Sheet

110101 (948.60)
LLA :
BA 1709111810 52D6 252 EA16W 0 068342 2D 000000 COST CODE: D6776LMX000

110102 (526.69)
LLA :
BB 1709111810 52DA 252 EA16W 0 068342 2D 000000 COST CODE: DA777LAG000

110103 (1079.06)
LLA :
BC 1709111810 52DA 252 EA16W 0 068342 2D 000000 COST CODE: DA777LAA000

110104 (78.05)
LLA :
BD 1709111810 52DA 252 EA16W 0 068342 2D 000000 COST CODE: DA777LAD000

110105 (68.57)
LLA :
BE 1709111810 52DA 252 EA16W 0 068342 2D 000000 COST CODE: DA776LAH000

110107 (476.46)
LLA :
BG 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LEM000

110108 (2697.66)
LLA :
BH 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LH0000

110109 (324.47)
LLA :
BJ 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LC0000

110110 (1713.55)
LLA :
BK 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LH1000

300101 (38750.47)
LLA :
AC See Attached Financial Accounting Data Sheet

310101 (53.19)
LLA :
BF 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LH2000

310102 (168.47)
LLA :
BJ 1709111810 52PQ 252 EA16W 0 068342 2D 000000 COST CODE: PQ777LC0000

420102 1300141921 (4296.95)
LLA :
BN 1701810 M2PQ 252 00039 0 050120 2D 000000 A00000341298

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CIN 130014192100001

420103 1300146631 (4143.15)
 LLA :
 BP 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A00000374348
 CIN 130014663100001

420104 1300146631 (4909.22)
 LLA :
 BQ 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A10000374348
 CIN 130014663100002

420105 1300146631 (1284.96)
 LLA :
 BR 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A20000374348
 CIN 130014663100003

420106 1300146631 (476.23)
 LLA :
 BS 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A30000374348
 CIN 130014663100004

420107 1300146631 (3561.24)
 LLA :
 BT 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A40000374348
 CIN 130014663100005

420108 1300146631 (4541.59)
 LLA :
 BU 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A60000374348
 CIN 130014663100007

420109 1300146631 (6874.32)
 LLA :
 BV 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A90000374348
 CIN 130014663100009

420110 1300146631 (1948.92)
 LLA :
 BW 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A70000374348
 CIN 130014663100010

420111 1300146631 (2114.05)
 LLA :
 BX 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A80000374348
 CIN 130014663100011

420112 1300146631 (2066.69)
 LLA :
 BY 1701810 M2L0 252 00039 0 050120 2D 000000 COST CODE: B10000374348
 CIN 130014663100012

420113 1300157420 (1284.96)
 LLA :
 CA 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: A00000443950
 CIN 130015742000001

430109 1300191170 (53.12)
 LLA :
 CK 1711810 M2DA 252 00039 0 050120 2D 000000 A00000655485
 CIN 130019117000001

430110 1300191170 (708.29)
 LLA :
 CL 1711810 M2DA 252 00039 0 050120 2D 000000 A10000655485
 CIN 130019117000002

430111 1300191170 (0.05)
 LLA :
 CM 1711810 M2PQ 252 00039 0 050120 2D 000000 A20000655485
 CIN 130019117000004

430112 1300191170 (63.23)
 LLA :
 CN 1711810 M2PQ 252 00039 0 050120 2D 000000 A30000655485
 CIN 130019117000005

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430113 1300191170 (52.92)
 LLA :
 CP 1711810 M2PQ 252 00039 0 050120 2D 000000 A40000655485
 CIN 130019117000006

430114 1300200303 (32.11)
 LLA :
 CQ 1711810 M2PQ 252 00039 0 050120 2D 000000 A00000720231
 CIN 130020030300001

430115 1300200303 (241.99)
 LLA :
 CR 1711810 M2PQ 252 00039 0 050120 2D 000000 A10000720231
 CIN 130020030300002

430116 1300200303 (604.99)
 LLA :
 CS 1711810 M2PQ 252 00039 0 050120 2D 000000 A20000720231
 CIN 130020030300003

430117 1300200303 (693.31)
 LLA :
 CT 1711810 M2PQ 252 00039 0 050120 2D 000000 A40000720231
 CIN 130020030300004

430118 1300200303 (299.35)
 LLA :
 CU 1711810 M2PQ 252 00039 0 050120 2D 000000 A30000720231
 CIN 130020030300005

430119 1300198709 (1066.59)
 LLA :
 CV 1711810 M2DA 252 00039 0 050120 2D 000000 A00000709460
 CIN 130019870900001

430120 1300208593 (1487.97)
 LLA :
 CW 1711810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A00000773991
 CIN 130020859300001

430122 1300216652 (7895.88)
 LLA :
 CY 1711810 M2DA 252 00039 0 050120 2D 000000 A00000818874
 CIN 130021665200001

620101 PR000391006 (4000.00)
 LLA :
 BM 1701810 M2PQ 252 00039 0 050120 2D 000000 000000173176

620102 1300146631 (38000.00)
 LLA :
 BZ 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A50000374348
 CIN 130014663100008

630103 1300208593 (757.91)
 LLA :
 CX 1711810 M2L0 252 00039 0 050120 2D 000000 COST CODE: A10000773991
 CIN 130020859300003

630104 1300191170 (1156.89)
 LLA :
 CM 1711810 M2PQ 252 00039 0 050120 2D 000000 A20000655485
 CIN 130019117000004

MOD 28 Funding -161964.68
 Cumulative Funding 3415290.36

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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

The Data Rights clause in the basic contract is invoked for this task order.

H-3 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.

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(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-4 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-5 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.

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(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

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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-6 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.

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(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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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.

H-7 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

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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.

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor's basic SeaPort IDIQ contract is incorporated in this task order by reference.

H-9 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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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.

I-2 CLAUSES INCORPORATED BY REFERENCE

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

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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SECTION J LIST OF ATTACHMENTS

Attachment (1) - PWS Revised 25 May 2010

Attachment (2) - CDRL A001 Monthly Status Report-REV (3)

Attachment (3) - DD254

Attachment (3) - DD254 - Attachment (1) IT

Attachment (3) - DD254 - Attachment (2) - FOUO

Attachment (3) - DD254 - Attachment (3) - Undersea Warfare

Attachment (4) - Financial Accounting Data (FAD) Sheet - Award

Attachment (4) - Financial Accounting Data (FAD) Sheet - Mod 01

Attachment (4) - Financial Accounting Data (FAD) Sheet - Mod 02

Attachment (4) - Financial Accounting Data (FAD) Sheet - Mod 03

Attachment (4) - Financial Accounting Data (FAD) Sheet - Mod 04

Attachment (4) - Financial Accounting Data (FAD) Sheet - Mod 05

Attachment (4) - Financial Accounting Data (FAD) Sheet - Mod 06

Attachment (5) - CDRL A002 Quarterly Status Report