| AMENDMENT OF SOLICITATION/MO | | АСТ | 1. CONTRACT ID CODE U | PAGE OF | PAGES 2 |
|---|--|-------------|---------------------------------------|---------------------|---------------------------------|
| 2. AMENDMENT/MODIFICATION NO. | | | | | |
| 2. AMENDMENT/MODIFICATION NO. 16 | 3. EFFECTIVE DATE 05-Feb-2010 | 4. REQUIS | ITION/PURCHASE REQ. NO. 1300143559 | 5. PRO. | JECT NO. (If applicable) N/A |
| 6. ISSUED BY CODE | N00039 | 7. ADMINIS | STERED BY (If other than Item 6) |) CODE | S0514A |
| SPAWAR HQ | | D | CMA SAN DIEGO | | |
| 4301 Pacific Highway | | 76 | 675 DAGGET STREET, SI | JITE 200 | |
| San Diego CA 92110 | | S | AN DIEGO CA 92111-224 | 1 | |
| ernest.fagan@navy.mil 619-524-7181 | | | | | |
| omeemagan onavy oro ez r r rer | | | | | |
| | | I | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., s | treet, county, State, and Zip Code |) | 9A. AMENDMENT OF S | OLICITATION NO | |
| INDUS Technology, Inc | , , , , , , , , , , , , , , , , , , , | ´ | | | |
| 2243 San Diego Ave | | | | | |
| San Diego CA 92110 | | | 9B. DATED (SEE ITEM | 11) | |
| | | | | | |
| | | | 10A. MODIFICATION O | F CONTRACT/OR | DER NO. |
| | | [. | X] | | |
| | | | N00178-04-D-4 | | |
| 0.05 0005 400140 | HTV 0005 | | 10B. DATED (SEE ITEN | 1 13) | |
| | LITY CODE 159792662 TEM ONLY APPLIES TO A | MENIONAENI | 01-Oct-2007 | | |
| r 1 | | | r 1 | | |
| The above numbered solicitation is amended as offers must acknowledge receipt of this amendment p | | • | | ' L J | not extended. |
| (a) By completing Items 8 and 15, and returning one (| • | | | • | |
| (c) By separate letter or telegram which includes a ref | | | | | |
| AT THE PLACE DESIGNATED FOR THE RECEIPT C virtue of this amendment you desire to change an offer | | | | | • |
| reference to the solicitation and this amendment, and i | s received prior to the opening ho | | · · · · · · · · · · · · · · · · · · · | | |
| 12. ACCOUNTING AND APPROPRIATION DATA (If | required) | | | | |
| | | | | | |
| 13. THIS ITEM | APPLIES ONLY TO MODIF | ICATIONS | OF CONTRACTS/ORDER | S, | |
| IT MODIFIE | S THE CONTRACT/ORDE | R NO. AS D | ESCRIBED IN ITEM 14. | | |
| (*) A. THIS CHANGE ORDER IS ISSUED P | URSUANT TO: (Specify authority |) THE CHANG | GES SET FORTH IN ITEM 14 AR | E MADE IN THE C | CONTRACT ORDER |
| NO. IN ITEM 10A. | | | | | |
| [X] B. THE ABOVE NUMBERED CONTRAC | T/OPDER IS MODIFIED TO REFI | ECT THE ADA | MINISTRATIVE CHANGES (such | as changes in nav | ring office |
| appropriation date, etc.)SET FORTH IN IT | | | , | as changes in pay | ing omce, |
| [] C. THIS SUPPLEMENTAL AGREEMENT | IS ENTERED INTO PURSUANT | TO AUTHORIT | Y OF: | | |
| | | | | | |
| [] D. OTHER (Specify type of modification a | and authority) | | | | |
| E. IMPORTANT: Contractor [X] is not, [] is re | equired to sign this document | and return | copies to the issuing office | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION | | | solicitation/contract subject matte | er where feasible.) | |
| SEE PAGE 2 | | | | | |
| ASA NAME AND TITLE OF CLONED (T | | 404 114145 | AND TITLE OF CONTRACTING | OFFICED /T | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NAME | AND TITLE OF CONTRACTING | OFFICER (Type of | r print) |
| | | Wendy | M Fletcher, Contracting C | Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | | O STATES OF AMERICA | | 16C. DATE SIGNED |
| | | /_ \ \ A / | nd. M. Flataba- | ļ | 0F Fab 2040 |
| | | BY | endy M Fletcher | | 05-Feb-2010 |
| (Signature of person authorized to sign) NSN 7540-01-152-8070 | 30 |)-105 | (Signature of Contracting Officer) | NDARD FORM | 30 (Ray 10.83) |
| 14014 7040-01-102-0070 | ડા | , 100 | SIA | MUNITURE FURING | UV (1764. 10-02) |

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE

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

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|--------|-------|
| N00178-04-D-4067 | NS06 | 16 | 2 of 2 | |

GENERAL INFORMATION

The purpose of this modification is to correct the Cost Code of the Line of Accounting for SLIN 620146 from A30000352042 to B30000352042. Accordingly, said Task Order is modified as follows:

A conformed copy of this Task Order is attached to this modification for informational purposes only.

NOTE: Please disregard reference to SLIN 110112 below. Seaport-e generated this and it cannot be deleted. There is no change to the Line of Accounting for SLIN 110112 in this mod.

The Line of Accounting information is hereby changed as follows:

110112:

From: BM SEE ATTACHED FAD SHEET

To: BM 1701319W3TP000RA91400683422D000000022970001WE0

620146:

From: DS 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A30000352042 To: DS 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: B30000352042

The total amount of funds obligated to the task is hereby increased by

The total value of the order is hereby increased by

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|---------|-------|
| N00178-04-D-4067 | NS06 | 16 | 1 of 52 | |

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

1.0 Lot

1001 PMW 790

Engineering,
Logistics,
Installation,
Integration,
Planning and
Requirements
Support Services

(TBD)

100101 ACRN AA

Incremental
funding
 (TBD)

100102 ACRN AB

Incremental
funding
(TBD)

100103 ACRN AC

Incremental
funding
 (TBD)

100104 ACRN AD

Incremental
funding
 (TBD)

100105 ACRN AE

Incremental
funding
(TBD)

100106 ACRN AF

Incremental funding (TBD)

100107 ACRN AG

Incremental funding (TBD)

100108 ACRN AH

Incremental
funding
(TBD)

100109 ACRN AJ

Incremental funding

(TBD)

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|---------|-------|
| N00178-04-D-4067 | NS06 | 16 | 2 of 52 | |

100110 ACRN AK
Incremental
funding
(TBD)

100111 ACRN AL Incremental funding (TBD)

100112 ACRN AM Incremental funding (TBD)

100113 ACRN AN Incremental funding (TBD)

100114 ACRN AP
Incremental
funding
\$8,929 (TBD)

100115 ACRN AQ Incremental funding (TBD)

100116 ACRN AR
Incremental
funding
(TBD)

100117 ACRN AS Incremental funding (TBD)

100118 ACRN AT Incremental funding (TBD)

100119 ACRN AU Incremental funding (TBD)

100120 ACRN AV Incremental funding (TBD)

100121 ACRN AW
Incremental
funding
(TBD)

100122 ACRN AX Incremental funding (TBD)

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|---------|-------|
| N00178-04-D-4067 | NS06 | 16 | 3 of 52 | |

1.0 Lot

100123 ACRN AX

Incremental funding

(TBD)

1101 PMW 790

Engineering,
Logistics,
Installation,
Integration,
Planning and
Requirements
Support Services

(TBD)

110101 ACRN BA

Incremental
funding (TBD)

110102 ACRN BB

Incremental
funding (TBD)

110103 ACRN BC

Incremental
funding (TBD)

110104 ACRN BD

Incremental
funding (TBD)

110105 ACRN BE

Incremental
funding (TBD)

110106 ACRN BF

Incremental
funding (TBD)

110107 ACRN BG

Incremental
funding (TBD)

110108 ACRN BH

Incremental
funding (TBD)

110109 ACRN BJ

Incremental
funding (TBD)

110110 ACRN BK

Incremental
funding (TBD)

110111 ACRN BL

Incremental
funding (TBD)

110112 ACRN BM

Incremental
funding (TBD)

110113 ACRN BN

Incremental

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|---------|-------|
| N00178-04-D-4067 | NS06 | 16 | 4 of 52 | |
| funding (TBD) | | | | |
| 10114 ACRN BP | | | | |

Incremental funding (TBD)

110115 ACRN BQ

Incremental funding (TBD)

110116 ACRN BR Incremental funding (TBD)

110117 ACRN BS Incremental funding (TBD)

110118 ACRN BT Incremental funding (TBD)

110119 ACRN BU Incremental funding (TBD)

110120 ACRN BV Incremental funding (TBD)

For ODC Items:

Item Supplies/Services Qty Unit Est. Cost -----

3001 Other Direct Costs for CLIN 1001 (TBD)

1.0 Lot

300101 ACRN AA Incremental Funding (TBD)

300102 ACRN AB Incremental Funding (TBD)

300103 ACRN AC Incremental Funding (TBD)

300104 ACRN AD Incremental Funding (TBD)

300105 ACRN AE Incremental Funding (TBD)

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|---------|-------|
| N00178-04-D-4067 | NS06 | 16 | 5 of 52 | |

300106 ACRN AF

Incremental Funding

(TBD)

300107 ACRN AG

Incremental

Funding

(TBD)

300108 ACRN AH

Incremental

Funding

(TBD)

300109 ACRN AJ

 ${\tt Incremental}$

Funding

(TBD)

300110 ACRN AK

Incremental

Funding

(TBD)

300111 ACRN AL

Incremental

Funding

(TBD)

300112 ACRN AM

Incremental

Funding

(TBD)

300113 ACRN AN

 ${\tt Incremental}$

Funding

(TBD)

300114 ACRN AP

Incremental

Funding

(TBD)

300115 ACRN AQ

Incremental

Funding

(TBD)

300116 ACRN AR

Incremental

Funding

(TBD)

300117 ACRN AS

Incremental

Funding

(TBD)

300118 ACRN AT

Incremental

Funding

(TBD)

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|---------|-------|
| N00178-04-D-4067 | NS06 | 16 | 6 of 52 | |

1.0 Lot

300119 ACRN AU

Incremental Funding

(TBD)

300120 ACRN AV

Incremental
Funding
 (TBD)

3101 Other Direct

Costs for CLIN

1101 (TBD)

310101 ACRN BA

Incremental
Funding (TBD)

310102 ACRN BB

Incremental

Funding (TBD)

310103 ACRN BC

Incremental
Funding (TBD)

310104 ACRN BD

Incremental
Funding (TBD)

310105 ACRN BE

Incremental
Funding (TBD)

310106 ACRN BF

Incremental
Funding (TBD)

310107 ACRN BG

Incremental
Funding (TBD)

310108 ACRN BH

Incremental
Funding (TBD)

310109 ACRN BJ

Incremental
Funding (TBD)

310110 ACRN BK

Incremental

Funding (TBD)

310111 ACRN BL

Incremental

Funding (TBD)

310112 ACRN BM

Incremental
Funding (TBD)

310113 ACRN BN

Incremental

Funding (TBD)

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|---------|-------|
| N00178-04-D-4067 | NS06 | 16 | 7 of 52 | |

310114 ACRN BP

Incremental

Funding (TBD)

310115 ACRN BQ

Incremental
Funding (TBD)

310116 ACRN BR

Incremental
Funding (TBD)

310117 ACRN BS

Incremental

Funding (TBD)

310118 ACRN BT

Incremental

Funding (TBD)

310119 ACRN BU

Incremental

Funding (TBD)

310120 ACRN BV

Incremental
Funding (TBD)

For Cost Type Items:

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

1.0 Lot

4201 PMW 790

Engineering,

Logistics,

 ${\tt Installation,}$

Integration,

Planning and Requirements

Support Services

(TBD)

420101 ACRN CA

Incremental

Funding (O&MN,N)

420102 ACRN CB

Incremental

Funding (O&MN,N)

420103 ACRN CC

Incremental

Funding (O&MN,N)

420104 ACRN CD

Incremental

Funding (O&MN,N)

420105 ACRN CE

Incremental

Funding (OPN)

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|---------|-------|
| N00178-04-D-4067 | NS06 | 16 | 8 of 52 | |

420106 ACRN CF
Incremental
Funding (OPN)

420107 ACRN CG
Incremental
Funding (OPN)

420108 ACRN CH
Incremental
Funding (OPN)

420109 ACRN CJ
Incremental
Funding (O&MN,N)

420110 ACRN CK
Incremental
Funding (OPN)

420111 ACRN CL Incremental Funding (OPN)

420112 ACRN CM
Incremental
Funding (OPN)

420113 ACRN CN
Incremental
Funding (OPN)

420114 ACRN CP
Incremental
Funding (OPN)

420115 ACRN CQ
Incremental
Funding (OPN)

420116 ACRN CR
Incremental
Funding (OPN)

420117 ACRN CS
Incremental
Funding (OPN)

420118 ACRN CT
Incremental
Funding (OPN)

420119 ACRN CU
Incremental
Funding (OPN)

420120 ACRN CV
Incremental
Funding (OPN)

420121 ACRN CW
Incremental
Funding (OPN)

420122 ACRN CX

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|---------|-------|
| N00178-04-D-4067 | NS06 | 16 | 9 of 52 | |

Incremental
Funding (OTHER)

420123 ACRN CY
Incremental
Funding (OPN)

420124 ACRN CA
Incremental
Funding (O&MN,N)

420125 ACRN CB
Incremental
Funding (O&MN,N)

420126 ACRN CC
Incremental
Funding (O&MN,N)

420127 ACRN CD
Incremental
Funding (O&MN,N)

420128 ACRN CE
Incremental
Funding (OPN)

420129 ACRN CF
Incremental
Funding (OPN)

420130 ACRN CG Incremental Funding (OPN)

420131 ACRN CJ
Incremental
Funding (O&MN,N)

420132 ACRN DA
Incremental
Funding (O&MN,N)

420133 ACRN DB
Incremental
Funding (OPN)

420134 ACRN DC
Incremental
Funding (OPN)

420135 ACRN DD
Incremental
Funding (OPN)

420136 ACRN DE
Incremental
Funding (O&MN,N)

420137 ACRN DF
Incremental
Funding (OPN)

420138 ACRN DG Incremental

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 10 of 52 | |

Funding (OPN)

420139 ACRN DH

Incremental
Funding (OPN)

420140 ACRN DJ

Incremental
Funding (OPN)

420141 ACRN DK

Incremental
Funding (OPN)

420142 ACRN DL

Incremental
Funding (OPN)

420143 ACRN DM

Incremental
Funding (OPN)

420144 ACRN DN

Incremental
Funding (OPN)

420145 ACRN DP

Incremental
Funding (OPN)

420146 ACRN DQ

Incremental
Funding (OPN)

420147 ACRN DR

Incremental
Funding (OPN)

420148 ACRN DS

Incremental
Funding (OPN)

420149 ACRN DT

Incremental
Funding (OPN)

420150 ACRN DU

Incremental
Funding (OPN)

420151 ACRN DV

Incremental
Funding (OPN)

4301 PMW 790

Engineering, Logistics,

Installation,

Integration,

Planning and

Requirements Support Services

(TBD)

Option

1.0 Lot

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 11 of 52 | |

4401 PMW 790 1.0 Lot

Engineering, Logistics,

Installation,

Integration,

Planning and

Requirements

Support Services

(TBD)

Option

For ODC Items:

Item Supplies/Services Qty Unit Est. Cost -----

6201 Other Direct 1.0 Lot

Costs for CLIN 4201 (TBD)

620101 ACRN CA

Incremental

Funding (O&MN,N)

620102 ACRN CB

Incremental

Funding (O&MN,N)

620103 ACRN CC

Incremental

Funding (O&MN,N)

620104 ACRN CD

Incremental

Funding (O&MN,N)

620105 ACRN CE

Incremental

Funding (OPN)

620106 ACRN CF

Incremental

Funding (OPN)

620107 ACRN CG

Incremental

Funding (OPN)

620108 ACRN CH

Incremental

Funding (OPN)

620109 ACRN CJ

Incremental

Funding (O&MN,N)

620110 ACRN CK

Incremental

Funding (OPN)

620111 ACRN CL

Incremental

Funding (OPN)

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 12 of 52 | |

620112 ACRN CM Incremental

Funding (OPN)

620113 ACRN CN
Incremental
Funding (OPN)

620114 ACRN CP
Incremental
Funding (OPN)

620115 ACRN CQ
Incremental
Funding (OPN)

620116 ACRN CR
Incremental
Funding (OPN)

620117 ACRN CS
Incremental
Funding (OPN)

620118 ACRN CT
Incremental
Funding (OPN)

620119 ACRN CU
Incremental
Funding (OPN)

620120 ACRN CV
Incremental
Funding (O&MN,N)

620121 ACRN CW
Incremental
Funding (O&MN,N)

620122 ACRN CX Incremental Funding (OTHER)

620123 ACRN CY
Incremental
Funding (OPN)

620124 ACRN CA
Incremental
Funding (O&MN,N)

620125 ACRN CB
Incremental
Funding (O&MN,N)

620126 ACRN CC
Incremental
Funding (O&MN,N)

620127 ACRN CD
Incremental
Funding (O&MN,N)

620128 ACRN CE

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 13 of 52 | |

Incremental
Funding (OPN)

620129 ACRN CF
Incremental
Funding (OPN)

620130 ACRN CG
Incremental
Funding (OPN)

620131 ACRN CJ
Incremental
Funding (O&MN,N)

620132 ACRN DB
Incremental
Funding (OPN)

620133 ACRN DD
Incremental
Funding (OPN)

620134 ACRN DF
Incremental
Funding (OPN)

620135 ACRN DG
Incremental
Funding (OPN)

620136 ACRN DH
Incremental
Funding (OPN)

620137 ACRN DW
Incremental
Funding (OPN)

620138 ACRN DJ
Incremental
Funding (OPN)

620139 ACRN DK
Incremental
Funding (OPN)

620140 ACRN DL Incremental Funding (OPN)

620141 ACRN DM
Incremental
Funding (OPN)

620142 ACRN DN
Incremental
Funding (OPN)

620143 ACRN DP
Incremental
Funding (OPN)

620144 ACRN DQ Incremental

| | | Funding (OPN) | | | |
|---|-------|--|---------|--|--|
| 6 | 20145 | ACRN DR Incremental Funding (OPN) | | | |
| 6 | 20146 | ACRN DS Incremental Funding (OPN) | | | |
| 6 | 20147 | ACRN DT Incremental Funding (OPN) | | | |
| 6 | 20148 | ACRN DV Incremental Funding (OPN) | | | |
| 6 | 301 | Other Direct Costs for CLIN 4301 (TBD) | 1.0 Lot | | |

16

AMENDMENT/MODIFICATION NO.

PAGE

14 of 52

FINAL

DELIVERY ORDER NO.

NS06

B-1 ADDITIONAL SLINS

Option

Other Direct

Costs for CLIN 4401 (TBD) Option

6401

CONTRACT NO.

N00178-04-D-4067

The Contracting Officer may insert additional informational subline items (SLINs) to accommodate multiple funding types.

B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

1.0 Lot

(a) Total Estimated Hours.

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

CLIN / DIRECT LABOR HOURS

1001 /

1101 /

4201 /

4301 /

4401 /

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

CLIN / UNCOMPENSATED OVERTIME HOURS

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 15 of 52 | |
| | | | | |

1001 /

1101 / 4201 /

4301 /

4401 /

(b) Computation of Fee.

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

(c) Modifications.

If the Contracting Officer determines, for any reason, to adjust the estimated number of direct labor 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 hours to determine a new payment of fee rate (applicable to the additional hours only). If the payment of fee rate for the additional hours is different from the payment of fee rate for the original hours, the additional hours shall be kept separate from the original hours.

The Contracting Officer may increase the estimated cost of the task order due to cost overruns (no additional hours required). Such increase in estimated cost is non-fee bearing.

(d) Payment of Fee.

The Government will pay the contractor a fixed fee on each direct labor hour performed by the Contractor or subcontractor at the rate of:

CLIN / FIXED-FEE RATE PER HOUR

1001 /

1101 /

4201 /

4301 /

4401 /

per direct labor hour invoiced by the Contractor subject to the basic contract's "Fixed Fee" clause, provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or, whichever is less. 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 FAR clause 52.232-20, Limitation of Cost, or FAR clause 52.232-22, Limitation of Funds, 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.

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 16 of 52 | |

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 task for payment of fee are as follows:

ITEM(S) / ALLOTTED TO FIXED FEE

1001 /

1101/

4201/

(c) The amounts presently available and allotted to this contract for payment of cost and the period of performance which the allotted amount is expected to cover are as follows:

ITEM(S) / ALLOTTED TO COST / PERIOD OF PERFORMANCE

```
1001 \ / \ / \ 01 October 2007 through 30 September 2008
```

1101 / / 01 October 2008 through 01 Aug 2009

3001 / / 01 October 2007 through 30 September 2008

3101 / / 01 October 2008 through 31 May 2009

4201//01 October 2009 through 01 July 2010

6201//01 October 2009 through 30 September 2010

(d) The parties contemplate that the Government will allot additional amounts to this task order 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.

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 17 of 52 | |

SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-2 QUALITY ASSURANCE PLAN

- (a) 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.
- (b) Performance Standards:
- 1. The deliverables under this task order will be consistently technically accurate.
- 2. The services delivered under this task order will be consistently of high quality.
- 3. The Contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
- 4. The Contractor will be consistently responsive to Government customers in its performance of this task order.
- 5. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "uniformly overall."
- (c) Evaluation Methods: The TOM will conduct performance evaluations based on the standards in paragraph (b) above using the following technique:
- 1. 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.
- 2. 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 (c) 1 above.
- (d) Remedy
- 1. If the annual performance evaluation indicates that the Contractor has not met one or more of the Performance Standards, the CPAR will reflect the negative evaluation for the applicable Performance Standards.
- 2. 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.

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 18 of 52 | |

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

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

In addition to the requirements of FAR clause 52.204-2, Security Requirements, 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 DODINST 5220.22M, National Industry Security Program Operating Manual, 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 task order will be performed on a Government installation. The normal workweek for Government employees at SPAWARSYSCOM is Monday – Friday 0800 to 1630 hours. The Contractor shall perform work at this Government installation within the normal workweek unless differing hours are specified by the Task Order Manager. 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
President's Day
Memorial Day
Third Monday in January
Third Monday in February
Last Monday in May

Independence Day 4 July

Labor Day First Monday in September Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

- (b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.
- (c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 19 of 52 | |

(d) This task order 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 Contracting Officer. Under federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal workweek.

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 and 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 Contractor 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 Contractor employees performing work under this contract, and shall ensure that Contractor employees are notified of these provisions prior to their assignment to work under this task order.
- (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.

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 20 of 52 | |

C-7 KEY PERSONNEL REQUIREMENTS

- (a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.
- (b) The offeror agrees that during the first 180 days of the task order performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period all proposed substitutions must be submitted in writing to the Contracting Officer at least 15 days (30 days if a security clearance is to be obtained) in advance of the proposed substitutions. Substitution requests shall provide the information required by paragraph (c) below.
- (c) All requests for approval of substitutions under this task order must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this task order must have qualifications equivalent to or greater than those of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of the Government's approval or disapproval of such substitution.
- (d) List of Key Personnel

LABOR CATEGORY / NAME / COMPANY

Senior Engineer (On-Site Lead) / / INDUS

Senior Logistics Specialist (On-Site Lead) / / BAH

Senior Program Specialist (On-Site Lead) / / Stanley Associates

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the task order, the Contracting Officer may terminate the task order for default or otherwise equitable adjust the task order to compensate the Government for any resultant delay, loss or damage.

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 21 of 52 | |

SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 22 of 52 | |

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.

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 23 of 52 | |

SECTION F DELIVERABLES 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 |
| | |
| OPTIO | ON 1: |

1101 10/01/2008 - 09/30/2009 3101 10/01/2008 - 09/30/2009

OPTION 2:

| CLIN | Period of Performance |
|------|-------------------------|
| 4201 | 10/01/2009 - 04/30/2011 |
| 6201 | 10/01/2009 - 11/30/2011 |

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

OPTION 3:

| <u>CL</u> | <u>IN</u> | Period of Performance |
|-----------|-----------|-------------------------|
| 430 | 01 | 10/01/2010 - 09/30/2011 |
| 630 | 01 | 10/01/2010 - 09/30/2011 |
| | | |

OPTION 4:

| <u>C</u> | LIN | Period of Performance |
|----------|-----|-------------------------|
| 4 | 401 | 10/01/2011 - 09/30/2012 |
| 6 | 401 | 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 FAR clause 52.217-8, Option to Extend Services, or FAR clause 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.

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 24 of 52 | |

SECTION G CONTRACT ADMINISTRATION DATA

G-1 STANDARD MONTHLY STATUS REPORTS

- (a) The Contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001. Submissions are due monthly by the 15th 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
- (b) In addition to the content specified in the CDRL Item, a brief narrative shall be included in the MSR to address the following:
- 1. Period Covered by Report
- 2. Significant Accomplishments Description of the technical progress made during that period.
- 3. Significant Issues
- 4. 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.
- 5. Travel Activity
- (c) 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, and associate work performed to the applicable contract line item number (CLIN), informational subline item number (SLIN) and the specific ACRN. Invoices submitted to the paying office that do not comply with this

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 25 of 52 | |

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 Wide Area Work Flow. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

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

This is a cost-plus-fixed-fee task order.

G-4 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 | N00039 |
| applicable) | |
| Acceptor DODAAC: | N00039 |
| **LPO DODAAC: only | N/A |
| applies to DFAS beginning | |
| with "N", LPO-Local | |

| CONTRACT NO. | DELIVERY O | RDER NO. | AMENDMENT/MODIFICAT | TON NO. | PAGE | FINAL |
|--------------------------------------|---------------|---------------|--------------------------|-----------|-------------|------------|
| N00178-04-D-4067 | NS06 | | 16 | | 26 of 52 | |
| I | 1 | | | 1 | ļ. | _ |
| Processing Official/Ce | | | | | | |
| Prompt Pay Sheet (O | | 1100220 | | | | |
| PAY DODAAC: | | HQ0339 | | | | |
| | | | | | | |
| * COMBO invoice typ i.e. FFP. | es can be use | d if an inspe | ction of services can be | performe | d and docu | mented, |
| **MOCAS begins wit not, leave blank. | h HQ – then o | do not need I | LPO. If beginning with ' | N", enter | that code 1 | number. If |
| G-5 ACTIVITY OM | BUDSMAN | | | | | |
| Name: | | | | | | |
| Code: | | | | | | |
| Address: | | | | | | |
| Phone: | | | | | | |
| E-Mail: | | | | | | |
| G-6 TASK ORDER | MANAGER | AND CON | TRACT SPECIALIS | T | | |
| Task Order Manager | | | | | | |
| Name: | | | | | | |
| Code: | | | | | | |
| Address: | | | | | | |
| Phone: | | | | | | |
| E-Mail: | | | | | | |
| Contract Specialist | | | | | | |
| Name: | | | | | | |

Code:

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 27 of 52 | |

| Address: |
|----------|
|----------|

Phone:

e-mail:

Accounting Data

SLINID PR Number Amount

100101

LLA :

AA SEE ATTACHED FAD SHEET

100102

LLA :

AB SEE ATTACHED FAD SHEET

ACRN AB

100103 LLA :

AC SEE ATTACHED FAD SHEET

ACRN AC

100104 LLA :

AD SEE ATTACHED FAD SHEET

100105 LLA:

AE SEE ATTACHED FAD SHEET

100106

LLA :

AF SEE ATTACHED FAD SHEET

100107

LLA :

AG SEE ATTACHED FAD SHEET

100108

LLA :

AH SEE ATTACHED FAD SHEET

ACRN AH

100109

LLA :
AJ SEE ATTACHED FAD SHEET

ACRN AJ

100110

LLA:

AK SEE ATTACHED FAD SHEET

ACRN AK

300101

LLA :

AA SEE ATTACHED FAD SHEET

ACRN AA

300102

LLA :

AB SEE ATTACHED FAD SHEET

ACRN AB

300103

LLA :

AC SEE ATTACHED FAD SHEET

ACRN AC

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 28 of 52 | |

300104

LLA :

AD SEE ATTACHED FAD SHEET

ACRN AD

300105

LLA :

AE SEE ATTACHED FAD SHEET

ACRN AE

300106

LLA :

AF SEE ATTACHED FAD SHEET

ACRN AF

300107

LLA:

AG SEE ATTACHED FAD SHEET

ACRN AG

300108

LLA :

AK SEE ATTACHED FAD SHEET

ACRN AK

300109

LLA :

AJ SEE ATTACHED FAD SHEET

ACRN AJ

300110

LLA :

AK SEE ATTACHED FAD SHEET

ACRN AK

BASE Funding

Cumulative Funding

MOD 01

100104

LLA :

AD SEE ATTACHED FAD SHEET

100111

LLA:

AL SEE ATTACHED FAD SHEET

300111

LLA :

AL SEE ATTACHED FAD SHEET

MOD 01 Funding

Cumulative Funding

MOD 02

100101

LLA :

AA SEE ATTACHED FAD SHEET

100105

LLA :

AE SEE ATTACHED FAD SHEET

100106

LLA :

AF SEE ATTACHED FAD SHEET

100107

LLA :

AG SEE ATTACHED FAD SHEET

100109

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 29 of 52 | |

LLA :

AJ SEE ATTACHED FAD SHEET

ACRN AJ

100110 LLA:

AK SEE ATTACHED FAD SHEET

ACRN AK

100111 LLA :

AL SEE ATTACHED FAD SHEET

100112

LLA :

AM SEE ATTACHED FAD SHEET

100113

LLA :

AN SEE ATTACHED FAD SHEET

100114

LLA :

AP SEE ATTACHED FAD SHEET

100115

LLA :

AQ SEE ATTACHED FAD SHEET

100116

LLA :

AR SEE ATTACHED FAD SHEET

100117

LLA :

AS SEE ATTACHED FAD SHEET

100118

LLA :

AT SEE ATTACHED FAD SHEET

100119

LLA :

AU 1791804 60CN 252 69235 068892 2D C042FS 692359CISHPQ

100120

LLA :

AV SEE ATTACHED FAD SHEET

100121

LLA :

AW SEE ATTACHED FAD SHEET

100122

LA :

AX SEE ATTACHED FAD SHEET

300101

LLA :

AA SEE ATTACHED FAD SHEET

ACRN AA

300105

LLA

AE SEE ATTACHED FAD SHEET

ACRN AE

300106

LLA :

AF SEE ATTACHED FAD SHEET

ACRN AF

300107

LLA :

AG SEE ATTACHED FAD SHEET

ACRN AG

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 30 of 52 | |

300111

LLA :

AL SEE ATTACHED FAD SHEET

300112

LLA :

AM SEE ATTACHED FAD SHEET

300113

LLA :

AN SEE ATTACHED FAD SHEET

300114

LLA :

AP SEE ATTACHED FAD SHEET

300115

LLA :

AQ SEE ATTACHED FAD SHEET

300116

LLA :

AR SEE ATTACHED FAD SHEET

300117

LLA :

AS SEE ATTACHED FAD SHEET

300118

LLA :

AT SEE ATTACHED FAD SHEET

300119

LLA

AU SEE ATTACHED FAD SHEET

300120

LLA :

AV SEE ATTACHED FAD SHEET

MOD 02 Funding

Cumulative Funding

MOD 03

100101

LLA :

AA SEE ATTACHED FAD SHEET

ACRN AA

100102 LLA :

AB SEE ATTACHED FAD SHEET

ACRN AB

100103 LLA:

AC SEE ATTACHED FAD SHEET

ACRN AC

100104

LLA :

AD SEE ATTACHED FAD SHEET

ACRN AD

100110

LLA :

AK SEE ATTACHED FAD SHEET

ACRN AK

100111

LLA :

AL SEE ATTACHED FAD SHEET

acrn al

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 31 of 52 | |

MOD 03 Funding Cumulative Funding

MOD 04

100105 LLA:

AE SEE ATTACHED FAD SHEET

100123

LLA :

AY SEE ATTACHED FAD SHEET

ACRN AY

300105 LLA:

AE SEE ATTACHED FAD SHEET

ACRN AE

MOD 04 Funding Cumulative Funding

MOD 05

100101

LLA :

AA SEE ATTACHED FAD SHEET

ACRN AA

100102

LLA :

AB SEE ATTACHED FAD SHEET

ACRN AB

100103

LLA :

AC SEE ATTACHED FAD SHEET

ACRN AC

100104

LLA :

AD SEE ATTACHED FAD SHEET

ACRN AD

100105

LLA :

AE SEE ATTACHED FAD SHEET

100110

LLA :

AK SEE ATTACHED FAD SHEET

ACRN AK

100122

LLA :

AX SEE ATTACHED FAD SHEET

300105

LLA :

AE SEE ATTACHED FAD SHEET

ACRN AE

MOD 05 Funding

Cumulative Funding

MOD 06

110101

T T 7

BA SEE ATTACHED FAD SHEET

ACRN BA

110102

LLA :

BB SEE ATTACHED FAD SHEET

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 32 of 52 | |

ACRN BB

110103

LLA :

BC SEE ATTACHED FAD SHEET

ACRN BC

110104 LLA :

BD SEE ATTACHED FAD SHEET

ACRN BD

110105 LLA :

BE SEE ATTACHED FAD SHEET

ACRN BE

110106

LLA:

BF SEE ATTACHED FAD SHEET

ACRN BF

110107

LLA :

BG SEE ATTACHED FAD SHEET

ACRN BG

110108 LLA :

BH SEE ATTACHED FAD SHEET

ACRN BH

110109

LLA :

BJ SEE ATTACHED FAD SHEET

ACRN BJ

110110 LLA :

BK SEE ATTACHED FAD SHEET

ACRN BK

110111

LLA :

BL SEE ATTACHED FAD SHEET

ACRN BL

110112

LLA :

BM SEE ATTACHED FAD SHEET

ACRN BM

110113

LLA :

BN SEE ATTACHED FAD SHEET

ACRN BN

110114

LLA :

BP SEE ATTACHED FAD SHEET

ACRN BP

110115

LLA : BQ SEE ATTACHED FAD SHEET

ACRN BQ

110116

LLA :

BR SEE ATTACHED FAD SHEET

ACRN BR

110117

LLA :

BS SEE ATTACHED FAD SHEET

ACRN BS

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 33 of 52 | |

310101

LLA :

BA SEE ATTACHED FAD SHEET

ACRN BA

310102

LLA :

BB SEE ATTACHED FAD SHEET

ACRN BB

310103

LLA :

BC SEE ATTACHED FAD SHEET

ACRN BC

310104

LLA :

BD SEE ATTACHED FAD SHEET

ACRN BD

310105

LLA :

BE SEE ATTACHED FAD SHEET

ACRN BE

310106

LLA :

BF SEE ATTACHED FAD SHEET

ACRN BF

310107

LLA :

BG SEE ATTACHED FAD SHEET

ACRN BG

310108

LLA :

BH SEE ATTACHED FAD SHEET

ACRN BH

310109 LLA :

BJ SEE ATTACHED FAD SHEET

ACRN BJ

310110

LLA :

BK SEE ATTACHED FAD SHEET

ACRN BK

310111

BL SEE ATTACHED FAD SHEET

ACRN BL

310112 LLA :

BM SEE ATTACHED FAD SHEET

ACRN BM

310113

LLA :

BN SEE ATTACHED FAD SHEET

ACRN BN

310114

LLA :

BP SEE ATTACHED FAD SHEET

ACRN BP

MOD 06 Funding

Cumulative Funding

MOD 07

110101

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 34 of 52 | |

LLA :

BA SEE ATTACHED FAD SHEET

ACRN BA

110102 LLA :

BB SEE ATTACHED FAD SHEET

ACRN BB

110103

LLA :

BC SEE ATTACHED FAD SHEET

ACRN BC

110104

LLA :

BD SEE ATTACHED FAD SHEET

ACRN BD

110105

LLA :

BE SEE ATTACHED FAD SHEET

ACRN BE

110106

LLA :

BF SEE ATTACHED FAD SHEET

ACRN BF

110107

LLA :

BG SEE ATTACHED FAD SHEET

ACRN BG

110108

LLA :

BH SEE ATTACHED FAD SHEET

ACRN BH

110109 LLA :

BJ SEE ATTACHED FAD SHEET

ACRN BJ

110110 LLA :

BK SEE ATTACHED FAD SHEET

ACRN BK

110111

LLA:

BL SEE ATTACHED FAD SHEET

ACRN BL

110112

LLA :

BM SEE ATTACHED FAD SHEET

ACRN BM

110113

LLA :

BN SEE ATTACHED FAD SHEET

ACRN BN

110114

LLA

BP SEE ATTACHED FAD SHEET

ACRN BP

110115

LLA:

BQ SEE ATTACHED FAD SHEET

ACRN BQ

110116

LLA :

BR SEE ATTACHED FAD SHEET

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 35 of 52 | |

ACRN BR

110117

LLA :

BS SEE ATTACHED FAD SHEET

ACRN BS

110118 LLA :

BT SEE ATTACHED FAD SHEET ACRN BT Incremental funding

110119 LLA :

BU SEE ATTACHED FAD SHEET ACRN BU Incremental funding

310101

LLA :

BA SEE ATTACHED FAD SHEET

ACRN BA

310102

LLA :

BB SEE ATTACHED FAD SHEET

ACRN BB

310103

LLA :

BC SEE ATTACHED FAD SHEET

ACRN BC

310104

LLA :

BD SEE ATTACHED FAD SHEET

ACRN BD

310107

LLA :

BG SEE ATTACHED FAD SHEET

ACRN BG

310108

LLA :

BH SEE ATTACHED FAD SHEET

ACRN BH

310109

LLA :

BJ SEE ATTACHED FAD SHEET

ACRN BJ

310110

LLA :

BK SEE ATTACHED FAD SHEET

ACRN BK

310111

LLA :

BL SEE ATTACHED FAD SHEET

ACRN BL

310112

LLA :

BM SEE ATTACHED FAD SHEET

ACRN BM

310113

LLA :

BN SEE ATTACHED FAD SHEET

ACRN BN

310114

LLA :

BP SEE ATTACHED FAD SHEET

ACRN BP

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 36 of 52 | |

LLA :

BQ SEE ATTACHED FAD SHEET

ACRN BQ

310116 LLA :

BR SEE ATTACHED FAD SHEET

ACRN BR

310117 LLA:

BS SEE ATTACHED FAD SHEET

ACRN BS

310118

LLA :

BT SEE ATTACHED FAD SHEET

ACRN BT

310119 LLA :

BU SEE ATTACHED FAD SHEET

ACRN BU

MOD 07 Funding Cumulative Funding

MOD 08

110102

LLA :

BB SEE ATTACHED FAD SHEET

ACRN BB

110106

LLA :

BF SEE ATTACHED FAD SHEET

ACRN BF

110108 LLA:

BH SEE ATTACHED FAD SHEET

ACRN BH

110119

LLA : BU SEE ATTACHED FAD SHEET

ACRN BU Incremental funding

110120

LLA :

BV SEE ATTACHED FAD SHEET

ACRN BV

310120

LLA :

BV SEE ATTACHED FAD SHEET

ACRN BV

MOD 08 Funding

Cumulative Funding

MOD 09

110108

LLA :

BH SEE ATTACHED FAD SHEET

ACRN BH

MOD 09 Funding

Cumulative Funding

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 37 of 52 | |

LLA:

BB SEE ATTACHED FAD SHEET

ACRN BB

110106

LLA :

BF SEE ATTACHED FAD SHEET

ACRN BF

110108 LLA :

BH SEE ATTACHED FAD SHEET

ACRN BH

110119

LLA :

BU SEE ATTACHED FAD SHEET ACRN BU Incremental funding

MOD 11 Funding Cumulative Funding

MOD 12

420101

LLA :

CA 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178844

420102

LLA:

CB 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000174875

420103

LLA :

CC 1701804 5U2N 252 00039 0 050120 2D 000000 COST CODE: 000000178845

420104

LLA :

CD 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178846

420105

LLA :

CE 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000178848

420106

LLA :

CF 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174889

420107

LLA :

CG 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000179554

420108

LLA

CH 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174762

420109

LLA :

CJ 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: 000000178851

420110

LLA :

CK 1701810 M2WH 252 00039 0 050120 2D 000000 COST CODE:000000178881

420111

LLA:

CL 1701810 M2JG 252 00039 0 050120 2D 000000 COST CODE: 000000178873

420112

LLA :

CM 1701810 M2DY 252 00039 0 050120 2D 000000 COST CODE: 000000178871

420113

LLA :

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 38 of 52 | |

CN 1701810 M2T4 252 00039 0 050120 2D 000000 COST CODE: 000000178879

420114

LLA :

CP 1701810 M25E 252 00039 0 050120 2D 000000 COST CODE: 000000178870

420115

LLA :

CQ 1701810 M2L0 252 00039 0 050120 2D 000000 COST CODE: 000000178882

420116

LLA :

CR 1701810 M2NR 252 00039 0 050120 2D 000000 COST CODE: 000000178877

420117

LLA :

CS 1701810 M2NS 252 00039 0 050120 2D 000000 COST CODE: 000000178887

420118

LLA :

CT 1701810 M2D6 252 00039 0 050120 2D 000000 COST CODE: 000000178883

420119

LLA :

CU 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: 000000178875

420120

LLA :

CV 1701810 M3SP 252 00039 0 050120 2D 000000 COST CODE: 000000178878

420121

LLA :

CW 1701810 M2NU 252 00039 0 050120 2D 000000 COST CODE: 000000178885

620101

LLA :

CA 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178844

620102

LLA :

CB 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000174875

620103

LLA :

CC 1701804 5U2N 252 00039 0 050120 2D 000000 COST CODE: 000000178845

620104

T.T.A

CD 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178846

620105

LLA :

CE 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000178848

620106

LLA :

CF 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174889

620107

LLA :

CG 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000179554

620108

LLA :

CH 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174762

620109

LLA :

CJ 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: 000000178851

620110

LLA :

CK 1701810 M2WH 252 00039 0 050120 2D 000000 COST CODE: 000000178881

620111

LLA :

CL 1701810 M2JG 252 00039 0 050120 2D 000000 COST CODE: 000000178873

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 39 of 52 | |

T.T.A :

CM 1701810 M2DY 252 00039 0 050120 2D 000000 COST CODE: 000000178871

620113

LLA :

CN 1701810 M2T4 252 00039 0 050120 2D 000000 COST CODE: 000000178879

620114

LLA :

CP 1701810 M25E 252 00039 0 050120 2D 000000 COST CODE: 000000178870

620115

LLA :

CQ 1701810 M2L0 252 00039 0 050120 2D 000000 COST CODE: 000000178882

620116

LLA :

CR 1701810 M2NR 252 00039 0 050120 2D 000000 COST CODE: 000000178877

620117

LLA :

CS 1701810 M2NS 252 00039 0 050120 2D 000000 COST CODE: 000000178887

620118

LLA :

CT 1701810 M2D6 252 00039 0 050120 2D 000000 COST CODE: 000000178883

620119

LLA :

CU 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: 000000178875

620120

LLA :

CV 1701810 M3SP 252 00039 0 050120 2D 000000 COST CODE: 000000178878

620121

LLA :

CW 1701810 M2NU 252 00039 0 050120 2D 000000 COST CODE: 000000178885

MOD 12 Funding

Cumulative Funding

MOD 13 Funding

Cumulative Funding

MOD 14

420112

LLA :

CM 1701810 M2DY 252 00039 0 050120 2D 000000 COST CODE: 000000178871

420117

LLA :

CS 1701810 M2NS 252 00039 0 050120 2D 000000 COST CODE: 000000178887

420119

LLA:

CU 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: 000000178875

420122

LLA :

CX 1701810 87R2 252 SASLM 0 068342 2D 000000 COST CODE: R21010000000

420123

LLA :

CY 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174768

420124

LLA :

CA 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178844

420125

LLA :

CB 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000174875

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 40 of 52 | |

T.T.A :

CC 1701804 5U2N 252 00039 0 050120 2D 000000 COST CODE: 000000178845

420127

LLA:

CD 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178846

420128

LLA :

CE 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000178848

420129

LLA :

CF 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174889

420130

LLA:

CG 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000179554

420131

LLA :

CJ 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: 000000178851

620112

LLA :

CM 1701810 M2DY 252 00039 0 050120 2D 000000 COST CODE: 000000178871

620117

LLA :

CS 1701810 M2NS 252 00039 0 050120 2D 000000 COST CODE: 000000178887

620119

T.T.A :

CU 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: 000000178875

620122

LLA :

CX 1701810 87R2 252 SASLM 0 068342 2D 000000 COST CODE: R21010000000

620123

CY 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174768

620124

T.T.A :

CA 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178844

620125

LLA :

CB 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000174875

620126

LLA :

CC 1701804 5U2N 252 00039 0 050120 2D 000000 COST CODE: 000000178845

620127

CD 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: 000000178846

620128

LLA :

CE 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000178848

620129

LLA:

CF 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: 000000174889

620130

CG 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: 000000179554

620131

CJ 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: 000000178851

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 41 of 52 | |

MOD 14 Funding Cumulative Funding

MOD 15

420132

LLA :

DA 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: C10000352042

CIN 130014355900001

420133

LLA :

DB 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A10000352042

CIN 130014355900002

420134

LLA :

DC 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A20000352042

CIN 130014355900003

420135

LLA :

DD 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A30000352042

CIN 130014355900004

420136

LLA :

DE 1701804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A40000352042

CIN 130014355900005

420137

LLA :

DF 1701810 M2WH 252 00039 0 050120 2D 000000 COST CODE: A50000352042

CIN 130014355900006

420138

LLA :

DG 1701810 M2JG 252 00039 0 050120 2D 000000 COST CODE: A60000352042

CIN 130014355900007

420139

LLA :

DH 1701810 M2DY 252 00039 0 050120 2D 000000 COST CODE: C20000352042

CIN 130014355900038

420140

T.T.A

DJ 1701810 M25E 252 00039 0 050120 2D 000000 COST CODE:A70000352042

CIN 130014355900009

420141

LLA :

DK 1701810 M2PQ 252 00039 0 050120 2D 000000 COST CODE: A80000352042

CIN 130014355900010

420142

LLA :

DL 1701810 M2L0 252 00039 0 050120 2D 000000 COST CODE: A90000352042

CIN 130014355900011

420143

LLA :

DM 1701810 M2NR 252 00039 0 050120 2D 000000 COST CODE: B00000352042

CIN 130014355900012

420144

LLA :

DN 1701810 M2NS 252 00039 0 050120 2D 000000 COST CODE: C30000352042

CIN 130014355900039

420145

LLA :

DP 1701810 M2D6 252 00039 0 050120 2D 000000 COST CODE: B10000352042

CIN 130014355900014

420146

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 42 of 52 | |

T.T.A :

DQ 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: C40000352042

CIN 130014355900040

420147

DR 1701810 M3SP 252 00039 0 050120 2D 000000 COST CODE: B20000352042

CIN 130014355900016

420148 LLA :

DS 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: B30000352042

CIN 130014355900017

420149 LLA :

DT 1701810 M2NU 252 00039 0 050120 2D 000000 COST CODE: B40000352042

CIN 130014355900018

420150 LLA:

DU 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: B50000352042

CIN 130014355900019

420151

T.T.A :

DV 1701810 M7IT 252 00039 0 050120 2D 000000 COST CODE: B60000352042

CIN 130014355900020

620132

LLA :

DB 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A10000352042

CIN 130014355900021

620133

LLA :

DD 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A30000352042

CIN 130014355900022

620134

DF 1701810 M2WH 252 00039 0 050120 2D 000000 COST CODE: A50000352042

CIN 130014355900023

620135

LLA :

DG 1701810 M2JG 252 00039 0 050120 2D 000000 COST CODE: A60000352042

CIN 130014355900024

620136

LLA :

DH 1701810 M2DY 252 00039 0 050120 2D 000000 COST CODE: C20000352042

CIN 130014355900041

620137

DW 1701810 M2T4 252 00039 0 050120 2D 000000 COST CODE: B70000352042

CIN 130014355900026

620138

LLA :

DJ 1701810 M25E 252 00039 0 050120 2D 000000 COST CODE:A70000352042

CIN 130014355900027

620139

DK 1701810 M2PO 252 00039 0 050120 2D 000000 COST CODE: A80000352042

CIN 130014355900028

620140

DL 1701810 M2L0 252 00039 0 050120 2D 000000 COST CODE: A90000352042

CIN 130014355900029

620141

LLA :

DM 1701810 M2NR 252 00039 0 050120 2D 000000 COST CODE: B00000352042

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 43 of 52 | |

CIN 130014355900030

620142

LLA :

DN 1701810 M2NS 252 00039 0 050120 2D 000000 COST CODE: C30000352042

CIN 130014355900042

620143

LLA :

DP 1701810 M2D6 252 00039 0 050120 2D 000000 COST CODE: B10000352042

CIN 130014355900032

620144

LLA :

DQ 1701810 M2DA 252 00039 0 050120 2D 000000 COST CODE: C40000352042

CIN 130014355900043

620145

LLA :

DR 1701810 M3SP 252 00039 0 050120 2D 000000 COST CODE: B20000352042

CIN 130014355900034

620146

LLA :

DS 1701810 M7YC 252 00039 0 050120 2D 000000 COST CODE: A30000352042

CIN 130014355900035

620147

LLA :

DT 1701810 M2NU 252 00039 0 050120 2D 000000 COST CODE: B40000352042

CIN 130014355900036

620148

LLA :

DV 1701810 M7IT 252 00039 0 050120 2D 000000 COST CODE: B60000352042

CIN 130014355900037

MOD 15 Funding Cumulative Funding

MOD 16 Funding

Cumulative Funding

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 44 of 52 | |

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 Task Order Manager. A list of personnel requiring picture badges must be provided to the Task Order Manager for verification 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 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.

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 45 of 52 | |

(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 task order, 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.

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 46 of 52 | |

- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.
- (3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.
- (d) SPAWAR recognizes its obligation to protect the Contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:
- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3);
- (2) Access to confidential business information is restricted to individuals with a bona fide need to possess;
- (3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees;
- (4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees; and
- (5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c) (2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).
- (e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.
- (f) If SPAWAR satisfies the conditions listed in paragraph (d), the Contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the Contractor to the Government.
- (g) The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 47 of 52 | |

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
- (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

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 48 of 52 | |

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-6 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 task order for default in accordance with FAR clause 52.249-6, Termination (Cost-Reimbursement) (MAY 2004)
- (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, Contractor Performance Information.
- (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

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 49 of 52 | |

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 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-XX 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-

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 50 of 52 | |

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.

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 51 of 52 | |

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)

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-04-D-4067 | NS06 | 16 | 52 of 52 | |

SECTION J LIST OF ATTACHMENTS

Attachment 1 - Performance Work Statement (PWS)

Attachment 2 - CDRL A001 MSR

Attachment 2 - CDRL A001 MSR Appendix B

Attachment 2 - CDRL A001 MSR Appendix C

Attachment 2 - CDRL A001 MSR Appendix A

Attachment 3 - DD254

Attachment 3 - DD254 - IT

Attachment 3 - DD254 - FOUO

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

Attachment 5 - Financial Accounting Data (FAD) Sheet - Mod 01

Attachment 6 - Financial Accounting Data (FAD) Sheet - Mod 02

Attachment 7 - Financial Accounting Data (FAD) Sheet - Mod 03

Attachment 8 - Financial Accounting Data (FAD) Sheet - Mod 04

Attachment 9 - Financial Accounting Data (FAD) Sheet - Mod 05

Attachment 10 - Financial Accounting Data (FAD) Sheet - Mod 06

Attachment 11 - Financial Accounting Data (FAD) Sheet - Mod 07

Attachment 12 - Financial Accounting Data (FAD) Sheet - Mod 08

Attachment 13 - Financial Accounting Data (FAD) Sheet - Mod 09

Attachment 14 - Change of Date Notice - Mod 10

Attachment 15 - Financial Accounting Data (FAD) Sheet - Mod 11