

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 28	3. EFFECTIVE DATE 29-Jul-2010	4. REQUISITION/PURCHASE REQ. NO. 1300157427		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 derek.sopp@navy.mil 858-537-0346	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) Epsilon Systems Solutions, Inc. 9242 Lightwave Ave., Suite 100 San Diego CA 92123-6404		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4048-NS01
		10B. DATED (SEE ITEM 13) 26-Sep-2006
CAGE CODE 1HQ30	FACILITY CODE 035529804	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
[X]	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).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ed Davenport, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Ed Davenport (Signature of Contracting Officer)	29-Jul-2010

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GENERAL INFORMATION

The purpose of this modification is to correct Line of Accounting (LOA) errors on NS01-27. The LOA for SLIN 430198, ACRN HA is changed from:

1707111811 1388 252 3ZWCL 0 068342 2D 000000 20101400007A CIN 130015742700033

To:

17X4557 1K10 252 3Z325 0 068342 2D 000000 23602400001U CIN 130015742700019

The LOA for SLIN 430199, ACRN HB is changed from:

1707111811 1388 252 3ZWCL 0 068342 2D 000000 20101400017B CIN 130015742700037

To:

17X4557 1K10 252 3Z325 0 068342 2D 000000 23602400001N CIN 130015742700021

Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

430198:

From: HA 1707111811 1388 252 3ZWCL 0 068342 2D 000000 20101400007A

To: HA 17X4557 1K10 252 3Z325 0 068342 2D 000000 23602400001U

430199:

From: HB 1707111811 1388 252 3ZWCL 0 068342 2D 000000 20101400017B

To: HB 17X4557 1K10 252 3Z325 0 068342 2D 000000 23602400001N

The total amount of funds obligated to the task is hereby increased by \$ [REDACTED] from \$ [REDACTED] to \$ [REDACTED]

The total value of the order is hereby increased by \$ [REDACTED] from \$ [REDACTED] to \$ [REDACTED]

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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	Base Fee	Award Fee	CPAF
1001	Financial Management Support Services IAW Attached PWS. (TBD)	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
100101	Incremental Funding: \$ [REDACTED] (TBD)					
100102	Incremental Funding: \$ [REDACTED] (TBD)					
100103	Incremental Funding: \$ [REDACTED] (TBD)					
100104	Incremental Funding: \$ [REDACTED] (TBD)					
100105	Incremental Funding: \$ [REDACTED] (TBD)					
100106	Incremental Funding: \$ [REDACTED] (TBD)					
100107	Incremental Funding: \$ [REDACTED] (TBD)					
100108	Incremental Funding: \$ [REDACTED] (TBD)					
100109	Incremental Funding: \$ [REDACTED] (TBD)					
100110	Incremental Funding: \$ [REDACTED] (TBD)					
100111	Incremental Funding: \$ [REDACTED] (TBD)					
100112	Incremental Funding: \$ [REDACTED] (TBD)					
100113	Incremental Funding: \$ [REDACTED] (TBD)					
100114	Incremental Funding: \$ [REDACTED] (TBD)					
100115	Incremental Funding: \$ [REDACTED] (TBD)					

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(TBD)

100116 Incremental
Funding:
(TBD)

100117 Incremental
Funding:
(TBD)

100118 Incremental
Funding:
(TBD)

100119 Incremental
Funding:
(TBD)

100120 Incremental
Funding:
(TBD)

100121 Incremental
Funding:
(TBD)

100122 Incremental
Funding:
(TBD)

100123 Incremental
Funding:
(TBD)

100124 Incremental
Funding:
(TBD)

100125 Incremental
Funding:
(TBD)

100126 Incremental
Funding:
(TBD)

100127 Incremental
Funding:
(TBD)

100128 Incremental
Funding:
(TBD)

100129 Incremental
Funding:
(TBD)

100130 Incremental
Funding:
(TBD)

100131 Incremental
Funding:
(TBD)

100132 Incremental
Funding:
(TBD)

100133 Incremental
Funding:
(TBD)

100134 Incremental

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Funding:
(TBD)

100135 Incremen
Funding:
(TBD)

100136 Incremen
Funding:
(TBD)

100137 Incremen
Funding:
(TBD)

100138 Incremen
Funding:
(TBD)

100139 Incremen
Funding:
(TBD)

100140 Incremen
Funding:
(TBD)

100141 Incremen
Funding:
(TBD)

100142 Incremen
Funding:
(TBD)

100143 Incremen
Funding:
(TBD)

100144 Incremen
Funding:
(TBD)

100145 Incremen
Funding:
(TBD)

1101 Option 1
Financial
Management
Support Services
(TBD)

110101 FY 08 Option
Incremental
Funding
(TBD)

110102 FY 08 O
Increme
Funding
(TBD)

110103 FY 08 O
Increme
Funding
(TBD)

110104 FY 08 O
Increme
Funding
(TBD)

110105 FY 08 Option
Incremental

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Funding:
(TBD)

110106 FY 08 O
Increme
Funding
(TBD)

110107 FY 08 O
Increme
Funding
(TBD)

110108 FY 08 O
Increme
Funding
(TBD)

110109 FY 08 O
Increme
Funding
(TBD)

110110 FY 08 O
Increme
Funding
(TBD)

110111 FY 08 O
Increme
Funding
(TBD)

110112 FY 08 O
Increme
Funding
(TBD)

110113 FY 08 O
Increme
Funding
(TBD)

110114 FY 08 O
Increme
Funding
(TBD)

110115 FY 08 O
Increme
Funding
(TBD)

110116 FY 08 O
Increme
Funding
(TBD)

110117 FY 08 O
Increme
Funding
(TBD)

110118 FY 08 O
Increme
Funding
(TBD)

110119 FY 08 O
Increme
Funding
(TBD)

110120 FY 08 Option
Incremental

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Fundi
 (TBD)
 110121 FY 08
 Incre
 Fundi
 (TBD)
 110122 FY 08
 Incre
 Fundi
 (TBD)
 110123 FY 08
 Incre
 Fundi
 (TBD)
 110124 FY 08
 Incre
 Fundi
 (TBD)
 110125 FY 08
 Incre
 Fundi
 (TBD)
 110126 FY 08
 Incre
 Fundi
 (TBD)
 110127 FY08
 Incre
 Fundi
 (TBD)
 110128 FY08
 Incre
 Fundi
 (TBD)
 110129 FY08
 Incre
 Fundi
 (TBD)
 110130 FY08
 Incre
 Fundi
 (TBD)
 110131 FY08
 Incre
 Fundi
 (TBD)
 110132 FY08
 Incre
 Fundi
 (TBD)
 110133 FY08
 Incre
 Fundi
 (TBD)
 110134 FY08
 Incre
 Fundi
 (TBD)
 110135 FY 08
 Incre



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Funding: \$ [REDACTED]
(TBD)

- | | | | | | | |
|------|--|------------|------------|------------|------------|------------|
| 1201 | Option 2
Financial
Management
Support Services
(TBD) | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
|------|--|------------|------------|------------|------------|------------|
- 120101 Incremental Funding (O&MN,N)
 - 120102 Incremental Funding (RDT&E)
 - 120103 Incremental Funding (O&MN,N)
 - 120104 Incremental Funding (RDT&E)
 - 120105 Incremental Funding (O&MN,N)
 - 120106 Incremental Funding (O&MN,N)
 - 120107 Incremental Funding (O&MN,N)
 - 120108 Incremental Funding (O&MN,N)
 - 120109 Incremental Funding (O&MN,N)
 - 120110 Incremental Funding (SCN)
 - 120111 Incremental Funding (SCN)
 - 120112 Incremental Funding (SCN)
 - 120113 Incremental Funding (SCN)
 - 120114 Incremental Funding (SCN)
 - 120115 Incremental Funding (SCN)
 - 120116 Incremental Funding (SCN)
 - 120117 Incremental Funding (SCN)
 - 120118 Incremental Funding (SCN)
 - 120119 Incremental Funding (SCN)
 - 120120 Incremental Funding (SCN)
 - 120121 Incremental Funding (O&MN,N)
 - 120122 Incremental Funding (O&MN,N)

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- 120123 Incremental
Funding (O&MN,N)
- 120124 Incremental
Funding (O&MN,N)
- 120125 Incremental
Funding (O&MN,N)
- 120126 Incremental
Funding (O&MN,N)
- 120127 Incremental
Funding (O&MN,N)
- 120128 Incremental
Funding (O&MN,N)
- 120129 Incremental
Funding (O&MN,N)
- 120130 Incremental
Funding (O&MN,N)
- 120131 Incremental
Funding (O&MN,N)
- 120132 Incremental
Funding (RDT&E)
- 120133 Incremental
Funding (SCN)
- 120135 Incremental
Funding (SCN)
- 120136 Incremental
Funding (SCN)
- 120137 Incremental
Funding (OTHER)
- 120138 Incremental
Funding (SCN)
- 120139 Incremental
Funding (SCN)
- 120140 Incremental
Funding (SCN)
- 120141 Incremental
Funding (SCN)
- 120142 Incremental
Funding (SCN)
- 120143 Incremental
Funding (SCN)
- 120144 Incremental
Funding (O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3001	Financial Management Support Services ODCs. Non-fee bearing. (TBD)	1.0 Lot	\$ [REDACTED]

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3101 Financial 1.0 Lot \$ [REDACTED]
Management
Support Services.
ODCs. Non-fee
bearing. (TBD)

310101 FY 08 Option
Incremental
Funding: \$ [REDACTED]
(TBD)

310102 FY 08 Option
Incremental
Funding: \$ [REDACTED]
(TBD)

310103 FY 08 Option
Incremental
Funding: \$ [REDACTED]
(TBD)

3201 Option 2 1.0 Lot \$ [REDACTED]
Financial
Management
Support Services.
ODCs. Non-fee
bearing. (TBD)

320101 Incremental
Funding (TBD)

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est.Cost	Base Fee	Award Fee	CPAF
4301 Option 3 Financial Management Support Services. (TBD)	1.0 Lot	\$ [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
430101 Incremental Funding (O&MN,N)					
430102 Incremental Funding (O&MN,N)					
430103 Incremental Funding (RDT&E)					
430104 Incremental Funding (O&MN,N)					
430105 Incremental Funding (O&MN,N)					
430106 Incremental Funding (O&MN,N)					
430107 Incremental Funding (SCN)					
430108 Incremental Funding (SCN)					
430109 Incremental Funding (O&MN,N)					
430110 Incremental Funding (RDT&E)					
430111 Incremental Funding (O&MN,N)					

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430112 Incremental
Funding (O&MN,N)

430113 Incremental
Funding (O&MN,N)

430114 Incremental
Funding (O&MN,N)

430115 Incremental
Funding (O&MN,N)

430116 Incremental
Funding (O&MN,N)

430117 Incremental
Funding (SCN)

430118 Incremental
Funding (SCN)

430119 Incremental
Funding (SCN)

430120 Incremental
Funding (SCN)

430121

430122

430123

430124

430125

430126

430127

430128

430129

430130

430131

430132

430133

430134

430135

430136

430137

430138

430139

430140

430141 Incremental
Funding (RDT&E)

430142 Incremental
Funding (RDT&E)

430143 Incremental

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Funding (RDT&E)

- 430144 Incremental
Funding (RDT&E)
- 430145 Incremental
Funding (O&MN,N)
- 430146 Incremental
Funding (O&MN,N)
- 430147 Incremental
Funding (O&MN,N)
- 430148 Incremental
Funding (O&MN,N)
- 430149 Incremental
Funding (O&MN,N)
- 430150 Incremental
Funding (O&MN,N)
- 430151 Incremental
Funding (O&MN,N)
- 430152 Incremental
Funding (O&MN,N)
- 430153 Incremental
Funding (O&MN,N)
- 430154 Incremental
Funding (O&MN,N)
- 430155 Incremental
Funding (SCN)
- 430156 Incremental
Funding (SCN)
- 430157 Incremental
Funding (O&MN,N)
- 430158 Incremental
Funding (O&MN,N)
- 430159
- 430160
- 430161
- 430162
- 430163
- 430164
- 430165
- 430166
- 430167
- 430168
- 430169
- 430170
- 430171
- 430172

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430173

430174

430175 Incremental
Funding (SCN)

430176

430177 Incremental
Funding (SCN)

430178 Incremental
Funding (SCN)

430179 Incremental
Funding (SCN)

430180 Incremental
Funding (SCN)

430181

430182

430183

430184

430185

430186

430187

430188

430189 Incremental
Funding (RDT&E)

430190 Incremental
Funding (O&MN,N)

430191 Incremental
Funding (O&MN,N)

430192 Incremental
Funding (O&MN,N)

430193 Incremental
Funding (O&MN,N)

430194 Incremental
Funding (O&MN,N)

430195 Incremental
Funding (O&MN,N)

430196 Incremental
Funding (O&MN,N)

430197 Incremental
Funding (O&MN,N)

430198 Incremental
Funding (SCN)

430199 Incremental
Funding (SCN)

4302 Labor (OTHER)

1.0 Lot



430201 Incremental
Funding (SCN)

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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 ALLOTMENT OF FUNDS

(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 earned award fee, per clause B-3, are as follows:

ITEM(S) ALLOTTED TO AWARD FEE

1001 See Attachment 5 - Allotment of Funds

1101 See Attachment 10 - Allotment of Funds for Exercised Option 1

1201 See Attachment 19 - Allotment of Funds for Exercised Option 2

4301 See Attachment 28 - Allotment of Funds for Exercised Option 3

(c) The amount presently reserved under this contract for payment of award fee, if any, to be provided per clause B-3, are as follows:

ITEM(S) RESERVED AMOUNT

1001 See Attachment 5 - Allotment of Funds

1101 See Attachment 10 - Allotment of Funds for Exercised Option 1

1201 See Attachment 19 - Allotment of Funds for Exercised Option 2

4301 See Attachment 28 - Allotment of Funds for Exercised Option 3

The Contractor is not allowed to invoice against reserved award fee funds until the Procuring Contracting Officer issues a subsequent modification specifically authorizing payment of established award fee from these reserved funds.

(d) The amounts presently available and allotted to this contract for payment of cost, subject to the FAR clause 52.232-22 "Limitation of Funds", 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 / ESTIMATED HOURS / ESTIMATED PERIOD OF PERFORMANCE

1001 \$ [REDACTED] 26 September 2006 - 30 September 2007

*See Attachment 5 - Allotment of Funds

1101 \$ [REDACTED] 01 October 2007 - 30 August 2008

**See Attachment 10 - Allotment of Funds for Exercised Option 1

1201 / \$ [REDACTED] / 25,573 / 01 October 2008 - 30 September 2009

***See Attachment 19 - Allotment of Funds for Exercised Option 2

4301 / \$352,703 / 4,604 Hours / 01 October 2009 - 10 January 2010

****4301 See Attachment 28 - Allotment of Funds for Exercised Option 3

(e) 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.

(f) Item(s) 3001 are fully funded and performance under such items is subject to FAR clause 52.232-20 "Limitation of Costs".

B-3 AWARD FEE DETERMINATIONS

(Applicable to CLIN 1001 and, if exercised, option CLINs 1101, 1201, 4301 and 4401)

(1)

CLIN/A/B/C/D/E

[REDACTED]

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*Offeror shall insert the following in columns A through E for each CLIN:

A = The total proposed hours (prime contractor and all subcontractors) identified in its Attachment 4 proposal submittal.

B = The total proposed hours for the prime contractor only, as identified in its Attachment 4 proposal submittal.

C = The total proposed costs (excluding FCCOM) for effort performed by prime-contractor-personnel only.

D = The potential award-fee-per-prime-contractor-hour (i.e. divide Column B into Column C and then multiply by 9.0%).

E = Maximum potential award fee amount (i.e. multiply Columns A and D) INSERT THE RESULTING VALUES AS THE PROPOSED AWARD FEE FILL-IN AMOUNTS IN THE CLIN STRUCTURE

The Contractor (including any subcontractors) shall perform the total hours proposed in Column A, to the extent tasked. Only specifically authorized hours and costs in Technical Instructions issued per clause H-8 may be worked, provided the corresponding SubCLINs are authorized and funds are available thereunder.

(2) Award Fee evaluations will be conducted semiannually. The Government shall render its award fee determination within 45 days after the Contractor submits in writing to the Procuring Contracting Officer (PCO) that: (i) all hours and all costs have been billed for the evaluation period; (ii) the prime-contractor-only incurred hours and prime-contractor-only incurred costs for the evaluation period; and (iii) the incurred hours and incurred costs for all subcontractors combined during the evaluation period.

(3) After an award fee determination is executed via contract modification, any additional hours and costs incurred during the evaluated period that are subsequently invoiced or reported shall not be fee-bearing.

(4) Only incurred prime contractor hours are eligible for award fee payout, provided such hours are not incurred as a result of travel to and from temporary work duty stations, unless work was performed by the employee during such transit time (e.g., working while on an airplane, or waiting in the airport); (This statement does not preclude the prime contractor from establishing award-fee subcontracts.)

(5) An award fee is not guaranteed in part or in whole. The Government reserves the right to roll-over unused costs and the corresponding portion of unused award fee from one services CLIN to another services CLIN. Unearned award fee (i.e. award fee the Contractor was eligible to earn but did not) shall not rollover to another CLIN.

(6) The Award Fee Board will assess the Contractor's performance during that period and will be composed of some or all the following individuals:

- Assistant Program Manager, Fee Determining Official (FDO)
- Procuring Contracting Officer (PCO) and Contract Specialist – Advisory only
- Other Government personnel as appropriately determined by the FDO and PCO

(7) The Fee Determining Official (FDO) will make the award fee determination by considering the evaluation by the Award Fee Board and by using independent judgment. An award fee determination is a unilateral decision made solely at the discretion of the FDO. Award fee payments are unilateral contract modification actions issued by the PCO.

(8) If requested by the FDO or PCO, the Contractor shall submit a written presentation and/or conduct an oral presentation of its performance during the most recently concluded evaluation period.

(9) The Award Fee Board will evaluate the Contractor's performance by assigning a score of zero ("0") or a score ranging from 50 to 100. Each score is given one of the corresponding descriptive terms described below (i.e. Unsatisfactory, Satisfactory, Very Good, or Excellent):

Unsatisfactory (Score: 0). An unsatisfactory grade indicates that, while the Contractor successfully completed the requirements of the authorized CLINs/SLINs, performance was below the satisfactory level. An unsatisfactory grade reflects some or all of the following: inefficient or ineffective performance (including types and hours of labor), results that may be unreliable or not valid, results add little or no value to program decision-making and/or outcomes, and poor subcontract management.

Satisfactory (Score 50-85). A satisfactory grade reflects some or all of the following: mostly efficient and mostly effective performance (including types and hours of labor), the results are somewhat reliable and valid, results add some value to program decision-making and/or outcomes, and adequate subcontract management.

Very Good (Score: 86-95). A very good grade is the expected, consistent baseline of performance and reflects all of the following: efficient and effective performance (including types and hours of labor), results are reasonably reliable and valid, results add value to program decision-making and/or outcomes, and good, proactive subcontract management.

Excellent (Score: 96-100). An excellent grade is considered to be exceptional and awarded infrequently, reflects all of the following: very efficient and very effective performance (including types and hours of labor), results are very reliable with high validity, results add value that is vital to program decision-making and/or

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outcomes, and all other traits in this rating description are reflected in the subcontract management as well.

(10) The score determined in paragraph (9) above is consider preliminary. The score then is automatically reduced one point per each time the Contractor (including its subcontractors) fails to achieve the following objective measurements:

a. PWS Paragraph 5.1.3 -- The Contractor shall review Ship Project Directive (SPD) basic documents and revisions to ensure that Part IIs are in accordance with C4ISR requirements and spend plans. The effort includes collecting, consolidating, and validating requirements from all organizations to support PEO C4I&S future shipbuilding development preparation of current and out-year spend plans. Objective Measurement: Must always be successfully completed within 2 weeks after receipt of SPD.

b. PWS Paragraph 5.1.5 -- The Contractor shall populate and maintain "real time data" in corporate financial databases, e.g., Financial Management Information Systems (FMIS) 2000, Intranet Resource Allocation Planning Systems (IRAPS), System Applications and Products (SAP) and SMARTS. Objective Measurement: Must always be successfully completed within 2 weeks after receipt of SPD.

(11) There are two evaluation periods per year (i.e. two six-month periods). Award fee payment amounts per evaluation shall be determined as follows:

a. The maximum award fee pool allowable shall be the number of incurred prime-contractor-only hours multiplied by the estimated award-fee-per-hour identified in Column D of paragraph (1) above. If the Contractor incurred hours greater than the number of hours authorized in the Technical Instruction(s), such excess hours shall be non-fee bearing. Any hours incurred above the CLIN hour ceiling (regardless if authorized per TIs) shall be non-fee bearing.

b. The award fee pool is then multiplied by the performance score and then divided by 100.

c. For example, if the Contractor received a rating of 93, invoiced 11,200 prime-contractor-only hours, and the estimated-award-fee-per-hour is \$ [REDACTED] then the award fee payment would be \$ [REDACTED] [11,200 X \$9 00 X 93 / 100]

(12) Award Fee determinations made per this clause are independent of any Task Order Performance Evaluation (TOPE) generated per clause C-2 QUALITY ASSURANCE PLAN. Award Fee determinations and the basis for such determinations may be provided as input to the Contractor Performance Assessment Report System (CPARS).

B-4 PAYMENT OF FIXED FEE

The contractor is authorized to bill a Base Fee at no more than 4% of incurred subcontractors' costs. At no time shall the contractor bill a Base Fee that exceeds 4% of incurred subcontractors' costs or that, in accordance with the contractor's basic contract clause, entitled H. 10 "Savings Clause", causes the contractor to exceed the maximum pass-through rate addressed in paragraph C of that clause. At no time shall Epsilon invoice exceed the values listed in Attachment 5 for the Base Year, Attachment 17 for Option Year 1, and Attachment 18 for Option Year 2 on the Sub-CLIN level, any deviation from the proposed subcontracting plan provided within Epsilon's proposal may also result in overpayment or underpayment of base fee or a violation of the maximum pass-through rate. Any overpayment of Base Fee shall be credited to the Government within 30 calendar days of the overpayment. The method of credit shall be agreeable with the Government Program Office and Government Contracting Office.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

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

C-2 QUALITY ASSURANCE PLAN

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

(2) Performance Standards:

- a. The deliverables under this task order will be consistently technically accurate.
- b. The services delivered under this task order will be consistently of high quality.
- c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
- d. The contractor will be consistently responsive to Government customers in its performance of this task order.
- e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

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

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.
- c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.
- b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:
 - i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and
 - ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

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

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

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

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

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

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

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

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

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

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

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

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

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

C-6 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001) (SPAWAR C-719)

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

The EIT to be provided under this contract has been designated as a National Security System.

The EIT acquired by the contractor is incidental to this contract.

The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

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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

F-1 PERIODS OF PERFORMANCE (DEC 1999)

CLIN - DELIVERIES OR PERFORMANCE

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

1001 10/02/2006 - 09/30/2007

3001 10/02/2006 - 09/30/2007

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

1101 10/01/2007 - 09/30/2008

3101 10/01/2007 - 09/30/2008

1201 10/01/2008 - 09/30/2009

3201 10/01/2008 - 09/30/2009

4301 10/01/2009 - 09/30/2010

6301 10/01/2009 - 09/30/2010

4401 10/01/2010 - 09/30/2011

6401 10/01/2010 - 09/30/2011

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item (A001 and A002). Submissions are due monthly by the 10th of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

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

- a) Period Covered by Report
- b) Significant Accomplishments - Description of the technical progress made during that period.
- c) Significant Issues
- d) Schedule Status - Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.
- e) Travel Activity

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

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

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

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

This is a Cost Plus Award Fee (CPAF) task order.

G-4 INVOICES 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.

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(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 (marlena.mayer@navy.mil)
Acceptor DODAAC:	N00039 (marlena.mayer@navy.mil)
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
PAY DODAAC:	HQ0339

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: LCDR Brad Vetting

Code: SPAWAR 2.0B

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7598

E-Mail: brad.vetting@navy.mil

G-6 TASK ORDER MANAGER

The SPAWAR Task Order Manager for this Task Order is:

Name: Marlena Mayer

Code: PMW 170P

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (858)537-0190

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Email: marlena.mayer@navy.mil

G-7 ADDITIONAL INVOICING INSTRUCTIONS FOR THE CONTRACTOR

Initial funding is hereby provided with the following cross-reference information for invoicing. The contractor shall invoice for costs incurred under the following PWS paragraphs listed below. The contractor shall invoice for incurred costs proportionate to the funding provided on each ACRN.

BASE PERIOD

PWS Paragraph SLIN ACRN/APPN Amount

FY06 Labor 1001/01 ACRN AA: OMN \$ [REDACTED]

5.1 – Labor 1001/02 ACRN AC: OMN \$ [REDACTED]

1001/03 ACRN AB: OMN \$ [REDACTED]

1001/04 ACRN AD: OMN \$ [REDACTED]

1001/10 ACRN AE OMN \$ [REDACTED]

1001/11 ACRN AF: OMN \$ [REDACTED]

1001/12 ACRN AG: OMN \$ [REDACTED]

1001/13 ACRN AH: OMN \$ [REDACTED]

1001/14 ACRN AJ: OMN \$ [REDACTED]

1001/15 ACRN AK: OMN \$ [REDACTED]

1001/16 ACRN AL: OMN \$ [REDACTED]

1001/17 ACRN AM: OMN \$ [REDACTED]

1001/18 ACRN AN: OMN \$ [REDACTED]

1001/19 ACRN AP: OMN \$ [REDACTED]

1001/20 ACRN AQ: OMN \$ [REDACTED]

1001/21 ACRN AR: OMN \$ [REDACTED]

1001/22 ACRN AS: OMN \$ [REDACTED]

1001/05 ACRN AT: OMN \$ [REDACTED]

1001/06 ACRN AU: OMN \$ [REDACTED]

1001/07 ACRN AV: OMN \$ [REDACTED]

1001/08 ACRN AW: OMN \$ [REDACTED]

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1001/09 ACRN AX: OMN \$ [REDACTED]

1001/35 ACRN AY: OMN \$ [REDACTED]

5.2 - Labor 1001/23 ACRN BA: RDT&E \$ [REDACTED]

1001/24 ACRN BB: RDT&E \$ [REDACTED]

5.3 - Labor 1001/25 ACRN BC: SCN \$ [REDACTED]

1001/26 ACRN BD: SCN \$ [REDACTED]

1001/27 ACRN BE: SCN \$ [REDACTED]

1001/28 ACRN BF: SCN \$ [REDACTED]

1001/29 ACRN BG:SCN \$ [REDACTED]

1001/30 ACRN BH: SCN \$ [REDACTED]

1001/31 ACRN BJ: SCN \$ [REDACTED]

1001/32 ACRN BK: SCN \$ [REDACTED]

1001/33 ACRN BL: SCN \$ [REDACTED]

1001/34 ACRN BM: SCN \$ [REDACTED]

1001/36 ACRN BN: SCN \$ [REDACTED]

1001/37 ACRN BP: SCN \$ [REDACTED]

1001/38 ACRN BQ: SCN \$ [REDACTED]

1001/39 ACRN BR: SCN \$ [REDACTED]

1001/40 ACRN BS: SCN \$ [REDACTED]

1001/41 ACRN BT: SCN \$ [REDACTED]

1001/42 ACRN BU: SCN \$ [REDACTED]

1001/43 ACRN BV: SCN \$ [REDACTED]

1001/44 ACRN BW: SCN \$ [REDACTED]

1001/45 ACRN BX: SCN \$ [REDACTED]

5.1 ODC/Travel 3001 ACRN AD: OMN \$ [REDACTED]

Total Funding \$ [REDACTED]

OPTION I

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PWS Paragraph SLIN ACRN/APPN AMOUNT

5.1 - LABOR

1101/02 ACRN BZ:OMN

1101/03 ACRN CA:OMN

1101/04 ACRN CB:OMN

1101/05 ACRN CC:OMN

1101/06 ACRN CD:OMN

1101/07 ACRN CE:OMN

1101/08 ACRN CF:OMN

1101/09 ACRN CG:OMN

1101/10 ACRN CH:OMN

1101/11 ACRN CJ:OMN

1101/12 ACRN CK:OMN

1101/14 ACRN CM:OMN

1101/15 ACRN CN:OMN

1101/16 ACNR CP:OMN

5.2 – LABOR 1101/01 ACRN BY:RDT&E

1101/13 ACRN CL:RDT&E

5.3 – LABOR 1101/17 ACRN CQ:NDSF

1101/18 ACRN CR:SCN

1101/19 ACRN CS:SCN

1101/20 ACRN CT:NDSF

1101/21 ACRN CU:SCN

1101/22 ACRN CV:SCN

1101/23 ACRN CW:SCN

1101/24 ACRN CX:SCN

1101/25 ACRN CY:SCN

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1101/26 ACRN CZ:NDSF

1101/27 ACRN DA:SCN

1101/28 ACRN DB:SCN

1101/29 ACRN DC:SCN

1101/30 ACRN DD:SCN

1101/31 ACRN DE:SCN

1101/32 ACRN DF:SCN

1101/33 ACRN DG:SCN

1101/34 ACRN DH:SCN

1101/35 ACRN DJ:SCN

1101/36 ACRN DK:SCN

1101/37 ACRN DL:SCN

1101/38 ACRN DM:SCN

1101/39 ACRN DN:SCN

1101/40 ACRN DP:SCN

1101/41 ACRN DQ:SCN

1101/42 ACRN DR:SCN

5.1. – ODC/Travel 3101/01 ACRN CA:OMN

3101/02 ACRN BZ:OMN

3101/03 ACRN CM:OMN

OPTION II

5.1 - LABOR

1201/01 ACRN DK:OMN

1201/03 ACRN DM:OMN

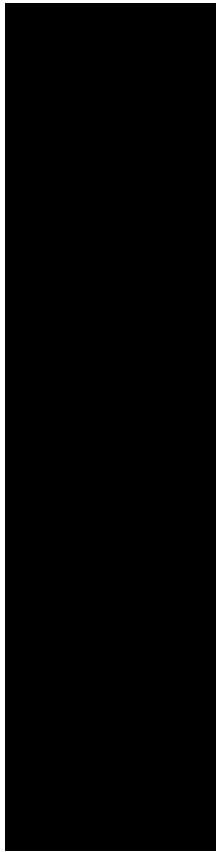
1201/05 ACRN DP:OMN

1201/06 ACRN DQ:OMN

1201/07 ACRN DR:OMN

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1201/08 ACRN DS:OMN
1201/09 ACRN DT:OMN
1201/21 ACRN EF:OMN
1201/22 ACRN EG:OMN
1201/23 ACRN EH:OMN
1201/24 ACRN EJ:OMN
1201/25 ACRN EK:OMN
1201/26 ACRN EL: OMN
1201/27 ACRN EM:OMN
1201/28 ACRN EN:OMN
1201/29 ACRN EP:OMN
1201/30 ACRN EQ:OMN
1201/31 ACRN ER:OMN



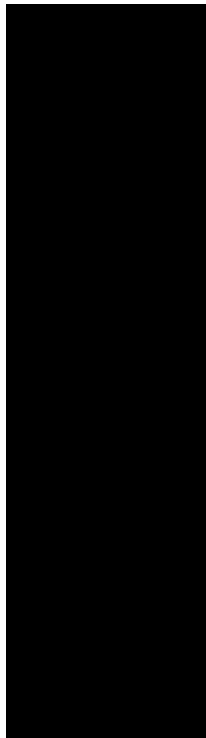
5.2 – LABOR

1201/02 ACRN DL:RDT&E
1201/04 ACRN DN:RDT&E
1201/32 ACRN ES:RDT&E



5.3 - LABOR

1201/10 ACRN DU:SCN
1201/11 ACRN DV:SCN
1201/12 ACRN DW:SCN
1201/13 ACRN DX:SCN
1201/14 ACRN DY:SCN
1201/15 ACRN DZ:SCN
1201/16 ACRN EA:SCN
1201/17 ACRN EB:SCN
1201/18 ACRN EC:SCN
1201/19 ACRN ED:SCN
1201/20 ACRN EE:SCN



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1201/33 ACRN ET:SCN

1201/35 ACRN EV:SCN

1201/36 ACRN EW:SCN

5.1. – ODC/Travel

3201/01 ACRN DK:OMN



Accounting Data

SLINID	PR Number	Amount
100101	N00178-04-D-4048-NS01	[REDACTED]
LLA :		
AA SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET		
Standard Number: N00178-04-D-4048-NS01		
100102	N00178-04-D-4048-NS01	[REDACTED]
LLA :		
AB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET		
Standard Number: N00178-04-D-4048-NS01		
100103	N00178-04-D-4048-NS01	[REDACTED]
LLA :		
AC SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET		
Standard Number: N00178-04-D-4048-NS01		
100104	N00178-04-D-4048-NS01	[REDACTED]
LLA :		
AD SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET		
Standard Number: N00178-04-D-4048-NS01		
100105	N00178-04-D-4048-NS01	[REDACTED]
LLA :		
CA SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET		
Standard Number: N00178-04-D-4048-NS01		
100106	N00178-04-D-4048-NS01	[REDACTED]
LLA :		
CB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET		
Standard Number: N00178-04-D-4048-NS01		
100107	N00178-04-D-4048-NS01	[REDACTED]
LLA :		
CC SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET		
Standard Number: N00178-04-D-4048-NS01		
100108	N00178-04-D-4048-NS01	[REDACTED]
LLA :		
CD SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET		
Standard Number: N00178-04-D-4048-NS01		
100109	N00178-04-D-4048-NS01	[REDACTED]
LLA :		
CE SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET		
Standard Number: N00178-04-D-4048-NS01		
100110	N00178-04-D-4048-NS01	[REDACTED]
LLA :		
AE SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET		
Standard Number: N00178-04-D-4048-NS01		
100111	N00178-04-D-4048-NS01	[REDACTED]
LLA :		
AF SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET		
Standard Number: N00178-04-D-4048-NS01		

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100112 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AG SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100113 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AH SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100114 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AJ SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100115 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AK SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100116 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AL SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100117 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AM SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100118 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AN SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100119 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AP SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100120 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AQ SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100121 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AR SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100122 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AS SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100123 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 BA SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100124 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 BB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100125 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 BC SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100126 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 BD SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100127 N00178-04-D-4048-NS01 [REDACTED]
 LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4048	NS01	28	31 of 61	

BE SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
Standard Number: N00178-04-D-4048-NS01

100128 N00178-04-D-4048-NS01 [REDACTED]
LLA :
BF SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
Standard Number: N00178-04-D-4048-NS01

100129 N00178-04-D-4048-NS01 [REDACTED]
LLA :
BG SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
Standard Number: N00178-04-D-4048-NS01

100130 N00178-04-D-4048-NS01 [REDACTED]
LLA :
BH SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
Standard Number: N00178-04-D-4048-NS01

100131 N00178-04-D-4048-NS01 [REDACTED]
LLA :
BJ SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
Standard Number: N00178-04-D-4048-NS01

100132 N00178-04-D-4048-NS01 [REDACTED]
LLA :
BK SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
Standard Number: N00178-04-D-4048-NS01

100133 N00178-04-D-4048-NS01 [REDACTED]
LLA :
BL SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
Standard Number: N00178-04-D-4048-NS01

100134 N00178-04-D-4048-NS01 [REDACTED]
LLA :
BM SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
Standard Number: N00178-04-D-4048-NS01

3001 N0003906NR5596 [REDACTED]
LLA :
AD SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
Standard Number: N0003906NR5596
O&MN Funding

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

100124 N00178-04-D-4048-NS01 [REDACTED]
LLA :
BB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
Standard Number: N00178-04-D-4048-NS01

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

100104 N00178-04-D-4048-NS01 [REDACTED]
LLA :
AD SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
Standard Number: N00178-04-D-4048-NS01

100107 N00178-04-D-4048-NS01 [REDACTED]
LLA :
AV SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
Standard Number: N00178-04-D-4048-NS01

100108 N00178-04-D-4048-NS01 [REDACTED]
LLA :
AW SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
Standard Number: N00178-04-D-4048-NS01

100110 N00178-04-D-4048-NS01 [REDACTED]

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4048	NS01	28	32 of 61	

LLA :
 AE SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100111 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AF SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100112 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AG SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100113 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AH SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100114 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AJ SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100115 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AK SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100116 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AL SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100117 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AM SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100118 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AN SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100119 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AP SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100120 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AQ SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100121 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 AR SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100123 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 BA SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100124 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 BB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100135 N0017804D4048NS0102 [REDACTED]
 LLA :
 AY SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N0017804D4048NS0102

100136 N0017804D4048NS0102 [REDACTED]
 LLA :
 BN SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4048	NS01	28	33 of 61	

Standard Number: N00178-04-D-404-8NS0102

100137 N0017804D4048NS0102 [REDACTED]
 LLA :
 BP SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N0017804D4048NS0102

100138 N0017804D4048NS0102 [REDACTED]
 LLA :
 BQ SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N0017804D4048NS0102

3001 N0003906NR5596 [REDACTED]
 LLA :
 AD SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N0003906NR5596
 O&MN Funding

MOD 02 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 03

100125 N00178-04-D-4048-NS01 [REDACTED]
 LLA :
 BC SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-D-4048-NS01

100139 N00178-04-4048-NS0103 [REDACTED]
 LLA :
 BR SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-4048-NS0103

100140 N00178-04-4048-NS0103 [REDACTED]
 LLA :
 BS SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-4048-NS0103

100141 N00178-04-4048-NS0103 [REDACTED]
 LLA :
 BT SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-4048-NS0103

100142 N00178-04-4048-NS0103 [REDACTED]
 LLA :
 BU SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-4048-NS0103

100143 N00178-04-4048-NS0103 [REDACTED]
 LLA :
 BV SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-4048-NS0103

100144 N00178-04-4048-NS0103 [REDACTED]
 LLA :
 BW SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-4048-NS0103

100145 N00178-04-4048-NS0103 [REDACTED]
 LLA :
 BX SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 Standard Number: N00178-04-4048-NS0103

MOD 03 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 05

110101 [REDACTED]
 LLA :
 BY SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110102 [REDACTED]
 LLA :
 BZ SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 28	PAGE 34 of 61	FINAL
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110103 [REDACTED]
LLA :
CA SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110104 [REDACTED]
LLA :
CB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110105 [REDACTED]
LLA :
CC SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110106 [REDACTED]
LLA :
CD SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110107 [REDACTED]
LLA :
CE SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110108 [REDACTED]
LLA :
CF SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110109 [REDACTED]
LLA :
CG SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110110 [REDACTED]
LLA :
CH SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110111 [REDACTED]
LLA :
CJ SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110112 [REDACTED]
LLA :
CK SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110113 [REDACTED]
LLA :
CL SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110114 [REDACTED]
LLA :
CM SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110115 [REDACTED]
LLA :
CN SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110116 [REDACTED]
LLA :
CP SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

310101 [REDACTED]
LLA :
CA SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06 [REDACTED]

110101 [REDACTED] EET
LLA :
BY SEE ATTACHED FINANCIAL ACC

110113 [REDACTED] EET
LLA :
CL SEE ATTACHED FINANCIAL ACC

110117 [REDACTED]
LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4048	NS01	28	35 of 61	

CQ SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110118
LLA :
CR SEE ATTACHED FINANCIAL ACC SHEET

110119
LLA :
CS SEE ATTACHED FINANCIAL ACC SHEET

110120
LLA :
CT SEE ATTACHED FINANCIAL ACC SHEET

110121
LLA :
CU SEE ATTACHED FINANCIAL ACC SHEET

110122
LLA :
CV SEE ATTACHED FINANCIAL ACC SHEET

110123
LLA :
CW SEE ATTACHED FINANCIAL ACC SHEET

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07

110101
LLA :
BY SEE ATTACHED FINANCIAL ACCO EET

110102
LLA :
BZ SEE ATTACHED FINANCIAL ACCO EET

110103
LLA :
CA SEE ATTACHED FINANCIAL ACCO EET

110104
LLA :
CB SEE ATTACHED FINANCIAL ACCO EET

110105
LLA :
CC SEE ATTACHED FINANCIAL ACCO EET

110106
LLA :
CD SEE ATTACHED FINANCIAL ACCO EET

110107
LLA :
CE SEE ATTACHED FINANCIAL ACCO EET

110108
LLA :
CF SEE ATTACHED FINANCIAL ACCO EET

110109
LLA :
CG SEE ATTACHED FINANCIAL ACCO EET

110110
LLA :
CH SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110111
LLA :
CJ SEE ATTACHED FINANCIAL ACCO EET

110112

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4048	NS01	28	36 of 61	

LLA :
CK SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110114
LLA :
CM SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

110115
LLA :
CN SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

110116
LLA :
CP SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

310102
LLA :
BZ SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

310103
LLA :
CM SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08
110124
LLA :
CX SEE ATTACHED FINANCIAL ACCO [REDACTED] EET

110125
LLA :
CY SEE ATTACHED FINANCIAL ACCO [REDACTED] EET

110126
LLA :
CZ SEE ATTACHED FINANCIAL ACCO [REDACTED] EET

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10
110102
LLA :
BZ SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

110103
LLA :
CA SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

110104
LLA :
CB SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

110105
LLA :
CC SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

110106
LLA :
CD SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

110107
LLA :
CE SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

110108
LLA :
CF SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

110109
LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4048	NS01	28	37 of 61	

CG SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

110110
LLA :
CH SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110111
LLA :
CJ SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110112
LLA :
CK SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110114
LLA :
CM SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110115
LLA :
CN SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110116
LLA :
CP SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110118
LLA :
CR SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110127
LLA :
DA SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110128
LLA :
DB SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110129
LLA :
DC SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110130
LLA :
DD SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110131
LLA :
DE SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110132
LLA :
DF SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110133
LLA :
DG SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11 [REDACTED]
110108
LLA :
CF SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110134
LLA :
DH SEE ATTACHED FINANCIAL ACC [REDACTED] EET

110135
LLA :
DJ SEE ATTACHED FINANCIAL ACC [REDACTED] EET

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 28	PAGE 38 of 61	FINAL
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MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13

120101
LLA :
DK SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

120102
LLA :
DL SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

120103
LLA :
DM SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

120104
LLA :
DN SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

120105
LLA :
DP SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

120106
LLA :
DQ SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

120107
LLA :
DR SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

120108
LLA :
DS SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

120109
LLA :
DT SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

320101
LLA :
DK SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14

120110
LLA :
DU SEE ATTACHED FINANCIAL AC [REDACTED] ET
SEE ATTACHED FAD

120111
LLA :
DV SEE ATTACHED FINANCIAL AC [REDACTED] ET
SEE ATTACHED FAD

120112
LLA :
DW SEE ATTACHED FINANCIAL AC [REDACTED] ET
SEE ATTACHED FAD

120113
LLA :
DX SEE ATTACHED FINANCIAL AC [REDACTED] ET
SEE ATTACHED FAD

120114
LLA :
DY SEE ATTACHED FINANCIAL AC [REDACTED] ET
SEE ATTACHED FAD

120115

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4048	NS01	28	39 of 61	

LLA :
DZ SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
SEE ATTACHED FAD

120116
LLA :
EA SEE ATTACHED FINANCIAL ACC SHEET
SEE ATTACHED FAD

120117
LLA :
EB SEE ATTACHED FINANCIAL ACC SHEET
SEE ATTACHED FAD

120118
LLA :
EC SEE ATTACHED FINANCIAL ACC SHEET
SEE ATTACHED FAD

120119
LLA :
ED SEE ATTACHED FINANCIAL ACC SHEET
SEE ATTACHED FAD

120120
LLA :
EE SEE ATTACHED FINANCIAL ACC SHEET
SEE ATTACHED FAD

MOD 14 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 15

120101
LLA :
DK SEE ATTACHED FINANCIAL AC EET

120102
LLA :
DL SEE ATTACHED FINANCIAL AC EET

120104
LLA :
DN SEE ATTACHED FINANCIAL AC EET

120105
LLA :
DP SEE ATTACHED FINANCIAL AC EET

120106
LLA :
DQ SEE ATTACHED FINANCIAL AC EET

120107
LLA :
DR SEE ATTACHED FINANCIAL AC EET

120108
LLA :
DS SEE ATTACHED FINANCIAL AC EET

120109
LLA :
DT SEE ATTACHED FINANCIAL AC EET

120121
LLA :
EF SEE ATTACHED FINANCIAL AC EET

120122
LLA :
EG SEE ATTACHED FINANCIAL AC EET

120123
LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4048	NS01	28	40 of 61	

EH SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

120124

LLA :

EJ SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

120125

LLA :

EK SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

120126

LLA :

EL SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

120127

LLA :

EM SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

120128

LLA :

EN SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

120129

LLA :

EP SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

320101

LLA :

DK SEE ATTACHED FINANCIAL ACCO [REDACTED] HEET

MOD 15 Funding [REDACTED]

Cumulative Funding [REDACTED]

MOD 17

120101

LLA :

DK SEE ATTACHED FINANCIAL ACC [REDACTED] EET

120102

LLA :

DL SEE ATTACHED FINANCIAL ACC [REDACTED] EET

120103

LLA :

DM SEE ATTACHED FINANCIAL ACC [REDACTED] EET

120104

LLA :

DN SEE ATTACHED FINANCIAL ACC [REDACTED] EET

120105

LLA :

DP SEE ATTACHED FINANCIAL ACC [REDACTED] EET

120106

LLA :

DQ SEE ATTACHED FINANCIAL ACC [REDACTED] EET

120107

LLA :

DR SEE ATTACHED FINANCIAL ACC [REDACTED] EET

120108

LLA :

DS SEE ATTACHED FINANCIAL ACC [REDACTED] EET

120109

LLA :

DT SEE ATTACHED FINANCIAL ACC [REDACTED] EET

120110

LLA :

DU SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
SEE ATTACHED FAD

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4048	NS01	28	41 of 61	

120111
LLA :
DV SEE ATTACHED FINANCIAL ACCOHEET
SEE ATTACHED FAD

120112
LLA :
DW SEE ATTACHED FINANCIAL ACCOHEET
SEE ATTACHED FAD

120113
LLA :
DX SEE ATTACHED FINANCIAL ACCOHEET
SEE ATTACHED FAD

120114
LLA :
DY SEE ATTACHED FINANCIAL ACCOHEET
SEE ATTACHED FAD

120115
LLA :
DZ SEE ATTACHED FINANCIAL ACCOHEET
SEE ATTACHED FAD

120116
LLA :
EA SEE ATTACHED FINANCIAL ACCOHEET
SEE ATTACHED FAD

120117
LLA :
EB SEE ATTACHED FINANCIAL ACCOHEET
SEE ATTACHED FAD

120118
LLA :
EC SEE ATTACHED FINANCIAL ACCOHEET
SEE ATTACHED FAD

120119
LLA :
ED SEE ATTACHED FINANCIAL ACCOHEET
SEE ATTACHED FAD

120120
LLA :
EE SEE ATTACHED FINANCIAL ACCOHEET
SEE ATTACHED FAD

120121
LLA :
EF SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

120122
LLA :
EG SEE ATTACHED FINANCIAL ACCHEET

120123
LLA :
EH SEE ATTACHED FINANCIAL ACCHEET

120124
LLA :
EJ SEE ATTACHED FINANCIAL ACCHEET

120125
LLA :
EK SEE ATTACHED FINANCIAL ACCHEET

120126
LLA :
EL SEE ATTACHED FINANCIAL ACCHEET

120127
LLA :
EM SEE ATTACHED FINANCIAL ACCHEET

CONTRACT NO. N00178-04-D-4048	DELIVERY ORDER NO. NS01	AMENDMENT/MODIFICATION NO. 28	PAGE 42 of 61	FINAL
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120128 [REDACTED]
LLA :
EN SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

120129 [REDACTED]
LLA :
EP SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

MOD 17 Funding - [REDACTED]
Cumulative Funding [REDACTED]

MOD 18

120101 [REDACTED]
LLA :
DK SEE ATTACHED FINANCIAL ACC [REDACTED] SHEET

120103 [REDACTED]
LLA :
DM SEE ATTACHED FINANCIAL ACC [REDACTED] SHEET

120104 [REDACTED]
LLA :
DN SEE ATTACHED FINANCIAL ACC [REDACTED] SHEET

120105 [REDACTED]
LLA :
DP SEE ATTACHED FINANCIAL ACC [REDACTED] SHEET

120107 [REDACTED]
LLA :
DR SEE ATTACHED FINANCIAL ACC [REDACTED] SHEET

120121 [REDACTED]
LLA :
EF SEE ATTACHED FINANCIAL ACC [REDACTED] SHEET

120122 [REDACTED]
LLA :
EG SEE ATTACHED FINANCIAL ACC [REDACTED] SHEET

120125 [REDACTED]
LLA :
EK SEE ATTACHED FINANCIAL ACC [REDACTED] SHEET

120126 [REDACTED]
LLA :
EL SEE ATTACHED FINANCIAL ACC [REDACTED] SHEET

120127 [REDACTED]
LLA :
EM SEE ATTACHED FINANCIAL ACC [REDACTED] SHEET

120130 [REDACTED]
LLA :
EQ SEE ATTACHED FINANCIAL ACC [REDACTED] SHEET

MOD 18 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 19

120101 [REDACTED]
LLA :
DK SEE ATTACHED FINANCIAL AC [REDACTED] EET

120105 [REDACTED]
LLA :
DP SEE ATTACHED FINANCIAL AC [REDACTED] EET

120106 [REDACTED]
LLA :
DQ SEE ATTACHED FINANCIAL AC [REDACTED] EET

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120107
LLA :
DR SEE ATTACHED FINANCIAL ACCO ET

120108
LLA :
DS SEE ATTACHED FINANCIAL ACCO ET

120121
LLA :
EF SEE ATTACHED FINANCIAL ACCO ET

120122
LLA :
EG SEE ATTACHED FINANCIAL ACCO ET

120125
LLA :
EK SEE ATTACHED FINANCIAL ACCO ET

120127
LLA :
EM SEE ATTACHED FINANCIAL ACCO ET

120128
LLA :
EN SEE ATTACHED FINANCIAL ACCO ET

120130
LLA :
EQ SEE ATTACHED FINANCIAL ACCO ET

120131
LLA :
ER SEE ATTACHED FINANCIAL ACCO ET

120132
LLA :
ES SEE ATTACHED FINANCIAL ACCO ET

120133
LLA :
ET SEE ATTACHED FINANCIAL ACCO ET

120135
LLA :
EV SEE ATTACHED FINANCIAL ACCO ET

120136
LLA :
EW SEE ATTACHED FINANCIAL ACCO ET

MOD 19 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 20

120101
LLA :
DK SEE ATTACHED FINANCIAL ACC SHEET

120102
LLA :
DL SEE ATTACHED FINANCIAL ACC SHEET

120103
LLA :
DM SEE ATTACHED FINANCIAL ACC SHEET

120104
LLA :
DN SEE ATTACHED FINANCIAL ACC SHEET

120105
LLA :
DP SEE ATTACHED FINANCIAL ACC SHEET

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120106
LLA :
DQ SEE ATTACHED FINANCIAL ACCO SHEET

120107
LLA :
DR SEE ATTACHED FINANCIAL ACCO SHEET

120108
LLA :
DS SEE ATTACHED FINANCIAL ACCO SHEET

120109
LLA :
DT SEE ATTACHED FINANCIAL ACCO SHEET

120110
LLA :
DU SEE ATTACHED FINANCIAL ACCO SHEET
SEE ATTACHED FAD

120111
LLA :
DV SEE ATTACHED FINANCIAL ACCO SHEET
SEE ATTACHED FAD

120112
LLA :
DW SEE ATTACHED FINANCIAL ACCO SHEET
SEE ATTACHED FAD

120113
LLA :
DX SEE ATTACHED FINANCIAL ACCO SHEET
SEE ATTACHED FAD

120114
LLA :
DY SEE ATTACHED FINANCIAL ACCO SHEET
SEE ATTACHED FAD

120115
LLA :
DZ SEE ATTACHED FINANCIAL ACCO SHEET
SEE ATTACHED FAD

120116
LLA :
EA SEE ATTACHED FINANCIAL ACCO SHEET
SEE ATTACHED FAD

120117
LLA :
EB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
SEE ATTACHED FAD

120118
LLA :
EC SEE ATTACHED FINANCIAL AC HEET
SEE ATTACHED FAD

120119
LLA :
ED SEE ATTACHED FINANCIAL AC HEET
SEE ATTACHED FAD

120120
LLA :
EE SEE ATTACHED FINANCIAL AC HEET
SEE ATTACHED FAD

120121
LLA :
EF SEE ATTACHED FINANCIAL AC HEET

120122

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LLA :
EG SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

120123
LLA :
EH SEE ATTACHED FINANCIAL AC [REDACTED] ET

120124
LLA :
EJ SEE ATTACHED FINANCIAL AC [REDACTED] ET

120125
LLA :
EK SEE ATTACHED FINANCIAL AC [REDACTED] ET

120126
LLA :
EL SEE ATTACHED FINANCIAL AC [REDACTED] ET

120127
LLA :
EM SEE ATTACHED FINANCIAL AC [REDACTED] ET

120128
LLA :
EN SEE ATTACHED FINANCIAL AC [REDACTED] ET

120129
LLA :
EP SEE ATTACHED FINANCIAL AC [REDACTED] ET

MOD 20 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 21
120137
LLA :
EX SEE ATTACHED FINANCIAL ACC [REDACTED] HEET

120138
LLA :
EY SEE ATTACHED FINANCIAL ACC [REDACTED] HEET

120139
LLA :
EZ SEE ATTACHED FINANCIAL ACC [REDACTED] HEET

120140
LLA :
FA SEE ATTACHED FINANCIAL ACC [REDACTED] HEET

120141
LLA :
FB SEE ATTACHED FINANCIAL ACC [REDACTED] HEET

120142
LLA :
FC SEE ATTACHED FINANCIAL ACC [REDACTED] HEET

120143
LLA :
FD SEE ATTACHED FINANCIAL ACC [REDACTED] HEET

120144
LLA :
FE SEE ATTACHED FINANCIAL ACC [REDACTED] HEET

MOD 21 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 22 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 23

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430101				
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FF 1701804 5C1C 252 00039 0 0			000000172919	
430102				
LLA :				
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430103				
LLA :				
FH 1701319 X7KP 252 00039 0 0			000000172099	
430104				
LLA :				
FJ 1701804 5T6M 252 00039 0 0			000000171158	
430105				
LLA :				
FK 1701804 5U7N 252 00039 0 0			000000172215	
430106				
LLA :				
FL 1701804 5U7N 252 00039 0 0			000000172227	
430107				
LLA :				
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430108				
LLA :				
FN 1731711 6210 252 3ZWGL 0 0			23170400003A	
430109				
LLA :				
FP 1701804 5C1C 252 00039 0 0			000000170496	
430110				
LLA :				
FQ 1701319 X544 252 00039 0 0			000000170587	
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MOD 23 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 24				
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FS 1701804 5C1C 252 00039 0			000000171814	
430114				
LLA :				
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430115				
LLA :				
FU 1701804 5U7N 252 00039 0			000000172215	
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FV 1701804 5U7N 252 00039 0			000000172227	
430117				
LLA :				

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FW 1711711 6210 252 3ZWGL 0 068342 2D 000000 23170400016A

430118

LLA :

FX 1711711 6210 252 3ZWGL 0 23170400019D

430119

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FY 1771811 1388 252 3ZWCL 0 20101400022A

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LLA :

FZ 17X4557 1L10 310 3Z325 0 23726400003T

630102

LLA :

FR 1701804 5C1C 252 00039 0 000000172919

MOD 24 Funding

Cumulative Funding

MOD 25

430141 1300146427

LLA :

GB 1701319 X544 252 00039 0 050120 2D 000000 A00000372817

CIN 130014642700001

430142 1300146427

LLA :

GC 1701319 X7KP 252 00039 0 050120 2D 000000 A10000372817

CIN 130014642700003

430143 1300146427

LLA :

GD 1701319 X7KP 252 00039 0 050120 2D 000000 A20000372817

CIN 130014642700005

430144 1300146427

LLA :

GE 1701319 X7KP 252 00039 0 050120 2D 000000 A20000372817

CIN 130014642700007

430145

LLA :

GF 1701804 5C1C 252 00039 0 050120 2D 000000 A30000372817

CIN 130014642700009

430146 1300146427

LLA :

GG 1701804 5T6M 252 00039 0 050120 2D 000000 A40000372817

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LLA :

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LLA :

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430149 1300146427

LLA :

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CIN 130014642700017

430150 1300146427

LLA :

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CIN 130014642700019

430151 1300146427

LLA :

GM 1701804 5U7N 252 00039 0 050120 2D 000000 A90000372817

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CIN 130014642700021

430152 1300146427

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GN 1701804 5U7N 252 00039 0 0

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CIN 130014642700023

430153 1300146427

LLA :

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CIN 130014642700025

430154 1300146427

LLA :

GQ 1701804 5U7N 252 00039 0 0

B20000372817

CIN 130014642700027

430155 1300146427

LLA :

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0 20131400012B

CIN 130014642700029

430156 1300146427

LLA :

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0 20131400018C

CIN 130014642700031

630103 1300146427

LLA :

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A00000372817

CIN 130014642700001

630104 1300146427

LLA :

GD 1701319 X7KP 252 00039 0 050120 2D 000000 A20000372817

CIN 130014642700005

MOD 25 Funding

Cumulative Funding

MOD 26

430157 1300150853

LLA :

GT 1701804 5C1C 252 00039 0 050

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CIN 130015085300001

430158 1300150853

LLA :

GU 1701804 5C1C 252 00039 0 050

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CIN 130015085300003

430175 1300150853

LLA :

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CIN 130015085300005

430177 1300150853

LLA :

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3199400001N

CIN 130015085300013

430178 1300150853

LLA :

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3199400001U

CIN 130015085300011

430179 1300150853

LLA :

GY 17X4557 1H10 252 3Z325 06834

3199400001V

CIN 130015085300009

430180 1300150853

LLA :

GZ 17X4557 1H10 252 3Z325 06834

3199400001P

CIN 130015085300015

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MOD 26 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 27

430189	1300157427	[REDACTED]		
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CIN 130015742700003				
430191	1300157427	[REDACTED]		
LLA :				
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CIN 130015742700005				
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LLA :				
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CIN 130015742700007				
430193	1300157427	[REDACTED]		
LLA :				
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CIN 130015742700009				
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LLA :				
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CIN 130015742700011				
430195	1300157427	[REDACTED]		
LLA :				
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CIN 130015742700013				
430196	1300157427	[REDACTED]		
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CIN 130015742700015				
430197	1300157427	[REDACTED]		
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CIN 130015742700017				
430198	1300157427	[REDACTED]		
LLA :				
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CIN 130015742700033				
430199	1300157427	[REDACTED]		
LLA :				
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CIN 130015742700037				
430201	1300157427	[REDACTED]		
LLA :				
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CIN 130015742700023				
430202	1300157427	[REDACTED]		
LLA :				
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CIN 130015742700025				
430203	1300157427	[REDACTED]		
LLA :				
HE 17X4557 1L10 252 3Z325 0			23726400003L	
CIN 130015742700027				

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430204 1300157427
 LLA :
 HF 17X4557 1L10 252 3Z325 0683 23726400003M
 CIN 130015742700029

430205 1300157427
 LLA :
 HG 1710141811 6210 252 3ZWGL C 0000 23173400024F
 CIN 130015742700031

430206 1300157427
 LLA :
 HH 1707111811 1388 252 3ZWCL C 0000 20101400007A
 CIN 130015742700033

430207 1300157427
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 CIN 130015742700035

430208 1300157427
 LLA :
 HK 1707111811 1388 252 3ZWCL C 0000 20101400017B
 CIN 130015742700037

430209 1300157427
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 HL 1707111811 1388 252 3ZWCL C 0000 20101400022A
 CIN 130015742700039

430210 1300157427
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 CIN 130015742700041

430211 1300157427
 LLA :
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 CIN 130015742700043

430212 1300157427
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 CIN 130015742700045

MOD 27 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 28 Funding [REDACTED]
 Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

H-2 DATA RIGHTS (RESTATED FROM BASIC CONTRACT)

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

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

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

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

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

(a) any title, right or interest; and

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

(a) patent or pending patent application number;

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

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

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

Software Documentation that will include or disclose the background invention;

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

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

invention; and

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

invention.

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

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

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

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

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

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

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

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

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

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

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

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

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

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

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

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the 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 SPAWARSSYSCOM prior to completion of the picture badge request.

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

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

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

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

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

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

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

(a) Definition.

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

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7018(a)(4).

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

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

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

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

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

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

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

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

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

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

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

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

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

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(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

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individual (including other member's of the contractor's organization), company or Government representative.

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

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

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE _____

TYPED NAME _____

DATE _____

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

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

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

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

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

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

H-8 TECHNICAL INSTRUCTIONS

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

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

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

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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-9 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (JAN 2008)

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation using SF 85P to be processed by the vendor Facility Security Officer (or provide proof of a current background investigation) to the Task Order Manager (TOM). For purposes of this clause, reference to the TOM shall mean the PCO for contracts that do not have a designated TOM. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (available at https://infosec.navy.mil/pub/docs/documents/NETWARCOM/uad/dd2875_12jun2006.pdf [or provided as an attachment] and coordinate with the TOM to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the TOM. The TOM will review the SAAR submitted by the contractor, and if the TOM concurs that the contractor requires the IT access designated, the TOM will complete and sign Part II. When a background investigation is required, contractor personnel shall complete an SF85P and turn it into the contractor's Facility Security Officer for processing.

(c) For DoD Information Assurance Awareness training for FY 2008. Please use this site:

<http://iase.disa.mil/index2.html>

DIRECTIONS: On the right side under "IA Training:" select "IA Training Available Online" on the next page select the frame with "DoD Information Assurance Awareness" when the next page comes up, select "Launch DoD

Information Assurance Awareness" (If you are not able to get "Launch DoD Information Assurance Awareness" to launch, call the NMCI Help Desk at 1-866-843-6624 and refer to Trouble Ticket SDH5867528.).

(d) The contractor shall provide separate Information Technology Personnel Security Reports to the TOM and to SPAWAR Security in accordance with CDRL A002. The report submitted to the TOM shall not contain Social Security information that is required in the report submitted to SPAWAR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees who require access to Government IT systems shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

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SECTION I CONTRACT CLAUSES

52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

Reference Title Date

52.232-18 Availability of Funds Apr 84

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 OF SUBCONTRACTING (DEC 1996)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

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SECTION J LIST OF ATTACHMENTS

- Attachment 1 - Performance Work Statement
- Attachment 2 - CDRLs with Attachments
- Attachment 3 - Contract Security Classification Specification (DD 254)
- Attachment 4 - FAD Sheet
- Attachment 5 - Allotment of Funds
- Attachment 6 - FAD Sheet for NS0101
- Attachment 7 - FAD Sheet for NS0102
- Attachment 8 - FAD Sheet for NS0103
- Attachment 9 - FAD Sheet for NS0105
- Attachment 10 - Allotment of Funds for Exercised Option 1 - Through NS0111
- Attachment 11 - FAD Sheet for NS0106
- Attachment 12 - FAD Sheet for NS0107
- Attachment 13 - FAD Sheet for NS0108
- Attachment 14 - CDRL Information Technology Personnel Security Report for COR
- Attachment 15 - FAD Sheet for NS0110
- Attachment 16 - FAD Sheet for NS0111
- Attachment 17 - Allotment of Funds For Exercised Option 1 Through NS0112
- Attachment 18 - FAD Sheet for NS0113
- Attachment 19 - Allotment of Funds For Exercised Option 2 Through NS0121
- Attachment 20 - FAD Sheet for NS0114
- Attachment 21 - FAD Sheet for NS0115
- Attachment 22 - Allotment of Funds For Exercised Option 1 Through NS0116
- Attachment 23 - FAD Sheet for NS0117
- Attachment 24 - FAD Sheet for NS0118
- Attachment 25 - FAD Sheet for NS0119
- Attachment 26 - FAD Sheet for NS0120
- Attachment 27 - FAD Sheet for NS0121

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Attachment 28 - Allotment of Funds for Exercised Option 3 - Mod NS0123

Attachment 29 - Allotment of Funds for Exercised Option 3 - Mod NS0125