

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 37	3. EFFECTIVE DATE 02-Nov-2011	4. REQUISITION/PURCHASE REQ. NO. 1300230471	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 Edward.Radi@navy.mil 619-524-6332	CODE N00039	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Systems Research and Applications Corporation 4300 Fair Lakes Court Fairfax VA 22033-0000		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4593-NS03
		10B. DATED (SEE ITEM 13) 20-Mar-2008
CAGE CODE 6R517	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

<input type="checkbox"/>	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"/>	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 checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) ALLOTMENT OF FUNDS CLAUSE and MUTUAL AGREEMENT

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) 		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer N Tsui, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 02-Nov-2011	16B. UNITED STATES OF AMERICA BY /s/Jennifer N Tsui (Signature of Contracting Officer)	16C. DATE SIGNED 03-Nov-2011

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GENERAL INFORMATION

The purpose of this modification is to: 1) provide funding of [REDACTED] to CLIN 1301; 2) provide funding of [REDACTED] to CLIN 6301; and 3) realign funding of [REDACTED] from CLIN 1201 to CLIN 1301. All other terms and conditions under this Task Order remain unchanged. A conformed copy of this Task Order is attached to this modification for informational purposes only.

CLIN 6301 is fully funded at the Ceiling Value of [REDACTED].

SLIN 630106 has been intentionally left blank.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
120111	TBD	[REDACTED]		
130107	RDT&E			
130108	RDT&E			
630107	RDT&E			

The total value of the order is hereby increased from [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	Fixed Fee	CPFF
1001	Labor Base Year (TBD)	1.0	LO			
100101	ACRN AA -- FY 08 RDT&E (TBD)					
100102	ACRN AB -- FY 09 RDT&E (TBD)					
1101	Labor Option Year 1 (TBD)	1.0	LO			
110101	ACRN AB: FY09 RDTE (RDT&E)					
110102	ACRN AC: MIPR (TBD)					
110103	ACRN AD: Defense Agencies (TBD)					
110104	ACRN AE: FY10 NED RDTE (RDT&E)					
110105	ACRN AF: FY09 JPEO RDTE (TBD)					
110106	ACRN AG: FY10 NED RDTE (RDT&E)					
1201	Labor Option Year 2 (TBD)	1.0	LO			
120101	ACRN AH: FY 10 Labor, OMN (O&MN,N)					
120102	ACRN AG: FY 10 NED, RDTE (TBD)					
120103	ACRN AJ: FY 09 COAL WNW RDTE (TBD)					
120104	ACRN AK: FY 09 NED RDTE (TBD)					
120105	ACRN AJ: FY09 COALWNW RDTE (TBD)					
120106	ACRN AL: FY09					

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BOWMAN NWCFF Funds
(TBD)

120107 ACRN AM: FY10
COALWNW RDTE
(RDT&E)

120108 ACRN AN: FY 11
FUNDS (TBD)


120109 ACRN AP: FY 11
FUNDS (TBD)

120110 ACRN AQ: FY 11
OMN FUNDS (TBD)

120111 ACRN AR: FY 11
RDTE FUNDS (TBD)

120112 ACRN AS: FY 11
OMN FUNDS (TBD)

120113 ACRN AM: FY10
COALWNW RDTE
(RDT&E)

1301 Labor 1.0 LO 
Option Year 3
(TBD)

130101 OMN LABOR CLIN
(O&MN,N)

130102 RDTE LABOR CLIN
(RDT&E)

130103 COALWNW LABOR
CLIN (RDT&E)


130104 LABOR CLIN
(RDT&E)

130105 FY11 OMN Labor
(O&MN,N)

130106 ACRN AY RDT&E and
PEO-I labor
(RDT&E)

130107 RDTE LABOR SLIN
(RDT&E)

130108 RDTE LABOR SLIN
(RDT&E)

1401 Labor 1.0 LO 
Option Year 4
(TBD)
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
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3001 Other Direct 1.0 LO [REDACTED]
Costs (ODC) and
Travel
Non-Fee Bearing
Base Year (TBD)

300101 ACRN AA -- FY08
RDT&E (TBD)

300102 ACRN AB -- FY09
RDT&E (TBD)

6101 Other Direct 1.0 LO [REDACTED]
Costs (ODC) and
Travel
Non-Fee Bearing
Option Year 1
(TBD)

610101 ACRN AB: FY09
RDTE (RDT&E)

610102 ACRN AC: MIPR
FUNDING (TBD)

610103 ACRN AD: FU09
RDTE (0400
Appropriation)
(RDT&E)

610104 ACRN AE: FY 10
RDTE (TBD)

610105 ACRN AF: FY 09
JPEO RDTE (TBD)

610106 ACRN AG: FY 10
NED RDTE (RDT&E)

610107 ACRN AJ: (TBD)

610108 transferred to
120113 per
Valerie Pham
(TBD)

6201 Other Direct 1.0 LO [REDACTED]
Costs (ODC) and
Travel
Non-Fee Bearing
Option Year 2
(TBD)

620101 ACRN AH: FY 10,
OMN (O&MN,N)

620102 ACRN AG: FY 10
RDTE (TBD)

620103 ACRN AJ: FY 09
COALWNW RDTE
(TBD)

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620104 ACRN AK: FY 09
NED RDTE (TBD)

620105 ACRN AL: FY 09
BOWMAN funds NWCF
(TBD)

620106 ACRN AM: FY10
COALWNW RDTE
(TBD)

620107 ACRN AP: FY 11
FUNDS (TBD)


620108 ACRN AN: FY 11
FUNDS (TBD)

620109 ACRN AQ: FY 11
OMN FUNDS (TBD)

620110 ACRN AR: FY 11
RDTE FUNDS (TBD)

620111 ACRN AR: FY 11
RDT&E Funds
(RDT&E)

620112 ACRN AN: FY 11
O&M (O&MN,N)

6301 Other Direct 1.0 LO 
Costs (ODC) and
Travel
Non-Fee Bearing
Option Year 3
(TBD)

630101 OMN ODC CLIN
(O&MN,N)


630102 RDTE ODC CLIN
(RDT&E)

630103 COALWNW ODC CLIN
(RDT&E)

630104 FY 11 OMN ODC
(O&MN,N)

630105 PEO I travel and
meeting (RDT&E)

630107 RDT&E ODC SLIN
(RDT&E)

6401 Other Direct 1.0 LO 
Costs (ODCs) and
Travel
Non-Fee Bearing
Option Year 4
(TBD)
Option

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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 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is **SEE TABLE BELOW** hours. The **SEE TABLE BELOW** direct labor hours include **ZERO** uncompensated overtime labor hours.

(b) Computation of Fee.

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

(c) Modifications.

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

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

(d) Payment of Fee.

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

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

TABLE

	CLIN	FIXED FEE	STAFF-HOURS	FEE PER DIRECT LABOR HOUR
Base Year	1001			
Option Year 1	1101			
Option Year 2	1201			
Option Year 3	1301			
Option Year 4	1401			

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

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

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

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

ITEM(S) ALLOTTED TO FIXED FEE

BASE YEAR	Option Year 1 (FY09)	Option Year 2 (FY10)	Option Year 3 (FY11)
CLIN 1001	CLIN 1101	CLIN 1201	CLIN 1301
100101	110101	120101	130101
100102	110102	120102	130102
100103	110103	120103	130103
	110104	120104	130104
	110105	120105	130105
	110106	120106	130106
		120107	130107
		120108	130108
		120109	
		120110	
		120111	
		120112	
		120113	

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

ITEM(S) ALLOTTED TO COST PERIOD OF PERFORMANCE

BASE YEAR		
CLIN 1001	COST	POP
100101		20 MAR 2008 - 19 MAR 2009
100102		20 MAR 2008 - 19 MAR 2009
100103		
CLIN 3001	COST	POP
300101		20 MAR 2008 - 19 MAR 2009
300102		20 MAR 2008 - 19 MAR 2009
Option Year 1 (FY09)		
CLIN 1101	COST	POP
110101		20 MAR 2009 - 19 MAR 2010
110102		20 MAR 2009 - 19 MAR 2010
110103		20 MAR 2009 - 19 MAR 2010
110104		20 MAR 2009 - 19 MAR 2010
110105		20 MAR 2009 - 19 MAR 2010
110106		12 JAN 2010 - 19 MAR 2010
CLIN 6101	COST	POP

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610101		20 MAR 2009 - 19 MAR 2010
610102		20 MAR 2009 - 19 MAR 2010
610103		20 MAR 2009 - 19 MAR 2010
610104		20 MAR 2009 - 19 MAR 2010
610105		20 MAR 2009 - 19 MAR 2010
610106		10 2009 - 19 MAR 2010
610107		10 2009 - 19 MAR 2010
610108		20 MAR 2009 - 19 MAR 2010
Option Year 2 (FY10)		
CLIN 1201	COST	POP
120101		20 MAR 2010 - 19 MAR 2011
120102		20 MAR 2010- 19 MAR 2011
120103		20 MAR 2010- 20 SEP 2010
120104		20 MAR 2010- 20 SEP 2010
120105		20 MAR 2010- 30 NOV 2010
120106		20 MAR 2010- 19 MAR 2011
120107		20 MAR 2010- 19

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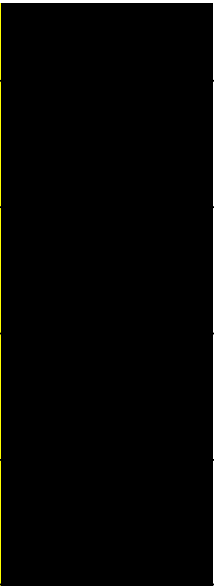
		MAR 2011
120108		1 OCT 2010- 19 MAR 2011
120109		1 OCT 2010- 19 MAR 2011
120110		1 OCT 2010- 19 MAR 2011
120111		1 OCT 2010- 19 MAR 2011
120112		1 OCT 2010- 19 MAR 2011
120113		1 OCT 2010- 19 MAR 2011
CLIN 6201	COST	POP
620101		20 MAR 2010 - 19 MAR 2011
620102		20 MAR 2010 - 19 MAR 2011
620103		20 MAR 2010 - 30 NOV 2010
620104		20 MAR 2010- 30 SEP 2010
620105		20 MAR 2010- 30 NOV 2010
620106		20 MAR 2010- 19 MAR 2011
620107		1 OCT 2010- 19 MAR 2011
620108		20 MAR 2010-19 MAR 2011
		1 OCT 2010-

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620109		19 MAR 2011
620110		1 OCT 2010- 19 MAR 2011
620111		1 OCT 2010- 19 MAR 2011
620112		1 OCT 2010- 19 MAR 2011

Option Year 3 (FY11)		
CLIN 1201	COST	POP
130101		20 MAR 2011 - 19 MAR 2012
130102		20 MAR 2011 - 19 MAR 2012
130103		20 MAR 2011 - 19 MAR 2012
130104		20 MAR 2011 - 19 MAR 2012
130105		21 OCT 10- 20 OCT 11
130106		20 MAR 2011 - 19 MAR 2012
130107		20 March 11 - 19 March 12
130108		20 March 11 - 19 March 12
CLIN 6201	COST	POP
630101		20 MAR 2011 - 19 MAR 2012
630102		20 MAR 2011 - 19 MAR 2012
		20 MAR

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630103		2011 - 19 MAR 2012
630104		20 MAR 2011 - 19 MAR 2012
630105		20 MAR 2011 - 19 MAR 2012
630106		
630107		20 March 2011 - 19 March 2012

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

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

Work under this contract shall be performed in accordance with Attachment No. 1 Performance Work Statement (PWS), dated 8 May 2008, incorporated under NS0301 and Attachment No. 2 MSR Contract Data Requirements List (CDRL).

C-2 QUALITY ASSURANCE PLAN

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

(2) Performance Standards:

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

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

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

(4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the

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Performance Standards, the following negative remedy becomes effective: the CPAR will reflect the negative evaluation for the applicable Performance Standard.

b. This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

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

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 3, dated 18 February 2009, involves access to and handling of classified material up to and including TOP 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

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Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

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

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

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

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

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

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

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

C-6 KEY PERSONNEL (DEC 1999)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

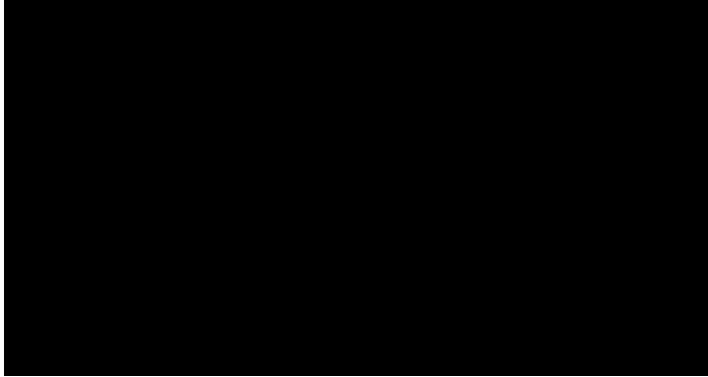
(b) The offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180-day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

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(d) List of Key Personnel

NAME CONTRACT LABOR CATEGORY



(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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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)

The below 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.

CLIN - DELIVERIES OR PERFORMANCE

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

1001	3/20/2008 - 3/19/2009
1101	3/20/2009 - 3/19/2010
1201	3/20/2010 - 3/19/2011
3001	3/20/2008 - 3/19/2009
6101	3/20/2009 - 3/19/2010
6201	3/20/2010 - 3/19/2011
1301	3/20/2011 - 3/19/2012
6301	3/20/2011 - 3/19/2012

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

1401	3/20/2012 - 3/19/2013
6401	3/20/2012 - 3/19/2013

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item (A001). Submissions are due monthly by the 15th of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

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.

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

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

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

(a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.

(d) A separate invoice will be prepared no more frequently than every two weeks. Do not combine the payment claims for services provided under this contract.

(e) The following information is provided for completion of the invoice in WAWF:

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WAWF Invoice Type	Cost Voucher*
Issuing Office DODAAC	N00039
Admin DODAAC:	DD1155=Block 6
Inspector DODAAC (if applicable)	N00039 Email: ranee.rubio@navy.mil
Acceptor DODAAC:	N00039
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	DD1155=Block 11
PAY DODAAC:	DD1155=Block 12

* COMBO invoice types can be used if an inspection of services can be performed and documented, i.e. FFP.

**MOCAS begins with HQ – then do not need LPO. If beginning with "N", enter that code number. If not, leave blank.

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Brad Vetting 2.0B

Code: SPAWAR

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7598

E-Mail: brad.vetting@navy.mil

G-6 CONTRACTING OFFICERS REPRESENTATIVE (COR)

Name: Captain Sean Dempsey

Address: 33000 Nixie Way, Bldg 50, San Diego, Floor 3, RoomCube 300, CA 92147

Phone: 619-524-5965

E-Mail: sean.dempsey@navy.mil

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Accounting Data
SLINID   PR Number           Amount
-----
100101   N00039-08-NR-55102   [REDACTED]
LLA :
AA SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

300101   N00039-08-NR-55102   [REDACTED]
LLA :
AA SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

100101   N00039-08-NR-55102   [REDACTED]
LLA :
AA SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

300101   N00039-08-NR-55102   [REDACTED]
LLA :
AA SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

100101   N00039-08-NR-55102   [REDACTED]
LLA :
AA SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

100102   N0003909MRNE010     [REDACTED]
LLA :
AB SEE ATTACHED FINANCIAL ACCOUNTING DATA (FAD) SHEET
FY09 RDT&E

300102   N0003909MRNE010     [REDACTED]
LLA :
AB SEE ATTACHED FINANCIAL ACCOUNTING DATA (FAD) SHEET
ACRN AB -- FY09 RDT&E

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

110101   N0003909MRNE011     [REDACTED]
LLA :
AB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
ACRN AB:  FY09 RDTE

110102   N0003909MRNE011     [REDACTED]
LLA :
AC SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
ACRN AC:  MIPR FUNDING

610101   N0003909NRBE011     [REDACTED]
LLA :
AB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
ACRN AB:  FY09 RDTE

610102   N0003909MRNE011     [REDACTED]
LLA :

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AC SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
ACRN AC: MIPR FUNDING

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

110101 N0003909MRNE011 [REDACTED]
LLA :
AB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
ACRN AB: FY09 RDTE

110102 N0003909MRNE011 [REDACTED]
LLA :
AC SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
ACRN AC: MIPR FUNDING

610101 N0003909NRBE011 [REDACTED]
LLA :
AB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
ACRN AB: FY09 RDTE

610102 N0003909MRNE011 [REDACTED]
LLA :
AC SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
ACRN AC: MIPR FUNDING

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07

100102 N0003909MRNE010 [REDACTED]
LLA :
AB SEE ATTACHED FINANCIAL ACCOUNTING DATA (FAD) SHEET
FY09 RDT&E

110101 N0003909MRNE011 [REDACTED]
LLA :
AB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
ACRN AB: FY09 RDTE

110102 N0003909MRNE011 [REDACTED]
LLA :
AC SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
ACRN AC: MIPR FUNDING

300102 N0003909MRNE010 [REDACTED]
LLA :
AB SEE ATTACHED FINANCIAL ACCOUNTING DATA (FAD) SHEET
ACRN AB -- FY09 RDT&E

610101 N0003909NRBE011 [REDACTED]
LLA :
AB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
ACRN AB: FY09 RDTE

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08

610103 N0003909MRNE013 [REDACTED]
LLA :
AD SEE ATTACHED FINANCIAL ACCOUNTING DATA (FAD) SHEET
FY 09 RDTE (0400 APPN)

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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110101 N0003909MRNE011 [REDACTED]
 LLA :
 AB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 ACRN AB: FY09 RDTE

110103 N0003909MRNE015 [REDACTED]
 LLA :
 AD 97 9 0400 5BDJ 255 EA E19 0 068342 2D 98051Q 00933 000 THA 0

610101 N0003909NRBE011 [REDACTED]
 LLA :
 AB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 ACRN AB: FY09 RDTE

610103 N0003909MRNE013 [REDACTED]
 LLA :
 AD SEE ATTACHED FINANCIAL ACCOUNTING DATA (FAD) SHEET
 FY 09 RDTE (0400 APPN)

MOD 10 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 11

300102 N0003909MRNE010 [REDACTED]
 LLA :
 AB SEE ATTACHED FINANCIAL ACCOUNTING DATA (FAD) SHEET
 ACRN AB -- FY09 RDT&E

610101 N0003909NRBE011 [REDACTED]
 LLA :
 AB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 ACRN AB: FY09 RDTE

MOD 11 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 12

110101 N0003909MRNE011 [REDACTED]
 LLA :
 AB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 ACRN AB: FY09 RDTE

610101 N0003909NRBE011 [REDACTED]
 LLA :
 AB SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET
 ACRN AB: FY09 RDTE

MOD 12 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 13

110104 PR000391301 [REDACTED]
 LLA :
 AE 1701319 D5HK 255 00039 0 050120 2D 000000 000000 174797

610104 PR000391301 [REDACTED]
 LLA :
 AE 1701319 D5HK 255 00039 0 050120 2D 000000 000000 174797

MOD 13 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 14 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 15

110104 1300140030 [REDACTED]

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LLA :
 AE 1701319 D5HK 255 00039 0 050120 2D 000000 000000 174797

110105 1300140103 [REDACTED]
 LLA :
 AF 9790400 5BDJ 255 00039 0 050120 2D 000000 000000 181013

610104 1300140030 [REDACTED]
 LLA :
 AE 1701319 D5HK 255 00039 0 050120 2D 000000 000000 174797

610105 1300140103 [REDACTED]
 LLA :
 AF 9790400 5BDJ 255 00039 0 050120 2D 000000 000000 181013

MOD 15 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 16 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 17 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 18

110106 1300144510 [REDACTED]
 LLA :
 AG 1701319 D5HK 255 00039 0 050120 2D 000000 A00000 359675

610106 1300144510 [REDACTED]
 LLA :
 AG 1701319 D5HK 255 00039 0 050120 2D 000000 A00000 359675

MOD 18 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 19

120101 1300144510-0001 [REDACTED]
 LLA :
 AH 1701804 5T6M 252 00039 0 050120 2D 000000 A10000 359675

620101 1300144510-0001 [REDACTED]
 LLA :
 AH 1701804 5T6M 252 00039 0 050120 2D 000000 A10000 359675

MOD 19 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 20

120102 1300144510-0003 [REDACTED]
 LLA :
 AG 1701319 D5HK 255 00039 0 050120 2D 000000 A00000 359675

120103 1300144510-0003 [REDACTED]
 LLA :
 AJ 9790400 5BDJ 255 00039 0 050120 2D 000000 A20000 359675

120104 1300144510-0003 [REDACTED]
 LLA :
 AK 1791319 55HK 255 00039 0 050120 2D 000000 A30000 359675

620102 1300144510-0003 [REDACTED]
 LLA :
 AG 1701319 D5HK 255 00039 0 050120 2D 000000 A00000 359675

620103 1300144510-0003 [REDACTED]
 LLA :
 AJ 9790400 5BDJ 255 00039 0 050120 2D 000000 A20000 359675

620104 1300144510-0003 [REDACTED]

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LLA :
AK 1791319 55HK 255 00039 0 050120 2D 000000 A30000 359675

MOD 20 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 21

120101 1300144510-0001 [REDACTED]
LLA :
AH 1701804 5T6M 252 00039 0 050120 2D 000000 A10000 359675

120103 1300144510-0003 [REDACTED]
LLA :
AJ 9790400 5BDJ 255 00039 0 050120 2D 000000 A20000 359675

610107 1300144510-0004 [REDACTED]
LLA :
AJ 9790400 5BDJ 255 00039 0 050120 2D 000000 A20000 359675

620101 1300144510-0001 [REDACTED]
LLA :
AH 1701804 5T6M 252 00039 0 050120 2D 000000 A10000 359675

MOD 21 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 22

120102 1300144510-0003 [REDACTED]
LLA :
AG 1701319 D5HK 255 00039 0 050120 2D 000000 A00000 359675

120105 1300144510-0005 [REDACTED]
LLA :
AJ 9790400 5BDJ 255 00039 0 050120 2D 000000 A20000 359675

120106 1300144510-0005 [REDACTED]
LLA :
AL 97X4930 NH3P 255 77777 0 050120 2D 000000 A40000 359675

120107 1300144510-0005 [REDACTED]
LLA :
AM 9700400 5BDJ 255 00039 0 050120 2D 000000 A50000 359675

620102 1300144510-0003 [REDACTED]
LLA :
AG 1701319 D5HK 255 00039 0 050120 2D 000000 A00000 359675

620105 1300144510-0005 [REDACTED]
LLA :
AL 97X4930 NH3P 255 77777 0 050120 2D 000000 A40000 359675

620106 1300144510-0005 [REDACTED]
LLA :
AM 9700400 5BDJ 255 00039 0 050120 2D 000000 A50000 359675

MOD 22 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 23

110106 1300144510 [REDACTED]
LLA :
AG 1701319 D5HK 255 00039 0 050120 2D 000000 A00000 359675

120102 1300144510-0003 [REDACTED]
LLA :
AG 1701319 D5HK 255 00039 0 050120 2D 000000 A00000 359675

300102 N0003909MRNE010 [REDACTED]
LLA :
AB SEE ATTACHED FINANCIAL ACCOUNTING DATA (FAD) SHEET

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ACRN AB -- FY09 RDT&E

610106 1300144510 [REDACTED]
 LLA :
 AG 1701319 D5HK 255 00039 0 050120 2D 000000 A00000 359675

MOD 23 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 24 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 25

120108 1300144510-0009 [REDACTED]
 LLA :
 AN 1711804 5T6M 252 00039 0 050120 2D 000000 A70000359675

120109 1300144510-0009 [REDACTED]
 LLA :
 AP 1711319 D5HK 255 00039 0 050120 2D 000000 A80000359675

620107 1300144510-0009 [REDACTED]
 LLA :
 AP 1711319 D5HK 255 00039 0 050120 2D 000000 A80000359675

MOD 25 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 26

110105 1300140103 [REDACTED]
 LLA :
 AF 9790400 5BDJ 255 00039 0 050120 2D 000000 000000 181013

120107 1300144510-0005 [REDACTED]
 LLA :
 AM 9700400 5BDJ 255 00039 0 050120 2D 000000 A50000 359675

610105 1300140103 [REDACTED]
 LLA :
 AF 9790400 5BDJ 255 00039 0 050120 2D 000000 000000 181013

610108 1300183734 [REDACTED]
 LLA :
 AM 9700400 5BDJ 255 00039 0 050120 2D 000000 A50000 359675

MOD 26 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 27

620108 1300186051 [REDACTED]
 LLA :
 AN 1711804 5T6M 252 00039 0 050120 2D 000000 A00000622819

MOD 27 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 28

120110 1300188248 [REDACTED]
 LLA :
 AQ 1711804 5T6M 252 00039 0 050120 2D 000000 A00000636535

120111 1300188248 [REDACTED]
 LLA :
 AR 1711319 D5HK 255 00039 0 050120 2D 000000 A10000636535

620109 1300188248 [REDACTED]
 LLA :
 AQ 1711804 5T6M 252 00039 0 050120 2D 000000 A00000636535

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620110 1300188248 [REDACTED]
 LLA :
 AR 1711319 D5HK 255 00039 0 050120 2D 000000 A10000636535

MOD 28 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 29

120107 1300144510-0005 [REDACTED]
 LLA :
 AM 9700400 5BDJ 255 00039 0 050120 2D 000000 A50000 359675

120111 1300188248 [REDACTED]
 LLA :
 AR 1711319 D5HK 255 00039 0 050120 2D 000000 A10000636535

120112 1300192415 [REDACTED]
 LLA :
 AS 1171804 5T6M 252 00039 0 050120 2D 000000 A00000663679

620106 1300144510-0005 [REDACTED]
 LLA :
 AM 9700400 5BDJ 255 00039 0 050120 2D 000000 A50000 359675

620110 1300188248 [REDACTED]
 LLA :
 AR 1711319 D5HK 255 00039 0 050120 2D 000000 A10000636535

MOD 29 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 30

120113 1300195084-0001 [REDACTED]
 LLA :
 AM 9700400 5BDJ 255 00039 0 050120 2D 000000 A50000 359675

610108 1300183734-0001 [REDACTED]
 LLA :
 AM 9700400 5BDJ 255 00039 0 050120 2D 000000 A50000 359675

620111 1300195084-0001 [REDACTED]
 LLA :
 AR 1711319 D5HK 255 00039 0 050120 2D 000000 COST CODE: A00000682413
 Standard Number: CIN 130019508400001

620112 1300195084-0001 [REDACTED]
 LLA :
 AN 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000682413
 Standard Number: CIN 130019508400002

MOD 30 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 31

130101 1300196723 [REDACTED]
 LLA :
 AT 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000693531
 Standard Number: CIN 130019672300001

130102 1300196723 [REDACTED]
 LLA :
 AU 1711319 D5HK 255 00039 0 050120 2D 000000 COST CODE: A20000693531
 Standard Number: CIN 130019672300003

130103 1300196723 [REDACTED]
 LLA :
 AV 9710400 5BDJ 255 00039 0 050120 2D 000000 COST CODE: A30000693531
 Standard Number: CIN 130019672300005

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630101 1300196723 [REDACTED]
 LLA :
 AT 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000693531
 Standard Number: CIN 130019672300002

630102 1300196723 [REDACTED]
 LLA :
 AW 1711319 D5HK 255 00039 0 050120 2D 000000 COST CODE: A10000693531
 Standard Number: CIN 130019672300004

630103 1300196723 [REDACTED]
 LLA :
 AV 9710400 5BDJ 255 00039 0 050120 2D 000000 COST CODE: A30000693531
 Standard Number: CIN 130019672300006

MOD 31 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 32

120107 1300144510-0005 [REDACTED]
 LLA :
 AM 9700400 5BDJ 255 00039 0 050120 2D 000000 A50000 359675

120113 1300195084-0001 [REDACTED]
 LLA :
 AM 9700400 5BDJ 255 00039 0 050120 2D 000000 A50000 359675

130104 1300201510 [REDACTED]
 LLA :
 AM 9700400 5BDJ 255 00039 0 050120 2D 000000 A50000 359675

620106 1300144510-0005 [REDACTED]
 LLA :
 AM 9700400 5BDJ 255 00039 0 050120 2D 000000 A50000 359675

MOD 32 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 33

130105 1300207630 [REDACTED]
 LLA :
 AX 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000768248
 CIN 130020763000001

630104 1300207630 [REDACTED]
 LLA :
 AX 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000768248
 CIN 130020763000002

630105 1300207630 [REDACTED]
 LLA :
 AY 2112040 0000 5R5 R2265 4 651FC2 00 S20113 S20113
 Standard Number: MIPR1HDAV22R87
 CIN 130020763000003

MOD 33 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 34

120112 1300192415 [REDACTED]
 LLA :
 AS 1171804 5T6M 252 00039 0 050120 2D 000000 A00000663679

130106 1300218779 [REDACTED]
 LLA :
 AY 2112040 0000 5R5 R2265 4 651FC2 00 S20113 S20113
 Standard Number: MIPR1HDAV22R87

620109 1300188248 [REDACTED]
 LLA :

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AQ 1711804 5T6M 252 00039 0 050120 2D 000000 A00000636535

620112 1300195084-0001 [REDACTED]
 LLA :
 AN 1711804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000682413
 Standard Number: CIN 130019508400002

630105 1300207630 [REDACTED]
 LLA :
 AY 2112040 0000 5R5 R2265 4 651FC2 00 S20113 S20113
 Standard Number: MIPR1HDAV22R87
 CIN 130020763000003

MOD 34 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 35

130106 1300218779 [REDACTED]
 LLA :
 AY 2112040 0000 5R5 R2265 4 651FC2 00 S20113 S20113
 Standard Number: MIPR1HDAV22R87

630105 1300207630 [REDACTED]
 LLA :
 AY 2112040 0000 5R5 R2265 4 651FC2 00 S20113 S20113
 Standard Number: MIPR1HDAV22R87
 CIN 130020763000003
 CIN 130020763000001

MOD 35 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 36 Funding [REDACTED]
 Cumulative Funding [REDACTED]

MOD 37

120111 1300188248 [REDACTED]
 LLA :
 AR 1711319 D5HK 255 00039 0 050120 2D 000000 A10000636535

130107 1300230471 [REDACTED]
 LLA :
 BA 1711319 D5HK 255 00039 0 050120 2D 000000 A10000636535

130108 1300230471 [REDACTED]
 LLA :
 AZ 1721319 D5HK 255 00039 0 050120 2D 000000 A00000907615
 CIN 130023047100001

630107 1300230471 [REDACTED]
 LLA :
 AZ 1721319 D5HK 255 00039 0 050120 2D 000000 A00000907615
 CIN 130023047100001

MOD 37 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

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

H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR H-323)

(a) A contractor picture badge may be issued to contractor personnel by the 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.

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

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

H-4 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)

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

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

H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)

(a) Definition.

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

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

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

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

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

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

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

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

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

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

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

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

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

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the

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misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

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

H-6 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

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

- (1) Planning phase.**
- (2) Defense Planning Guidance.**
- (3) Programming Phase.**
- (4) Fiscal Guidance (when separate from Defense Planning guidance).**
- (5) Program Objective Memoranda.**
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).**
- (7) Program review Proposals.**
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).**
- (9) Proposed Military Department Program Reductions (or Program Offsets).**
- (10) Tentative Issue Decision Memoranda.**
- (11) Program Decision Memoranda.**
- (12) Budgeting Phase.**
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).**

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

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

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

(c) 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.**

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(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.

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

H-7 TECHNICAL INSTRUCTIONS

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

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

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

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

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

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H-8 ORGANIZATIONAL CONFLICT OF INTEREST

(a) (1) "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.

(2) "Contractor" as used in this clause includes any affiliate, subcontractor, consultant or employee of the Contractor, as well as any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor. All references to the "Contractor" as contained in this clause shall apply with equal force to all of these included.

(3) "Contract" and "task order" shall be used as applicable to the level at which this clause is being invoked.

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

(c) It is recognized that the effort to be performed by the Contractor under this task order may create a potential organizational conflict of interest on the instant contract or on a present or 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 and 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 task order. 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 task order. This prohibition shall not expire after a given period of time.

(e)(1) The Contractor further agrees that, during the performance of this task order and for a period of three years after completion of performance of this task order, 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 equipment or services that is the subject of the work to be performed under this task order.

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(2) This exclusion does not apply to any recompetition for equipment or services furnished pursuant to this task order.

(3) As provided in FAR 9.505-2, notwithstanding the three-year bar set provided for in paragraph (e)(1), if the Government uses, as a basis for the procurement of any equipment or services work statements or other acquisition related documents growing out of the effort performed under this task order from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this task order or before the three- year period following completion of this task order has lapsed, the Contractor may, with the authorization of the 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 equipment 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 that 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. This notification requirement shall also apply to any release of information in contravention of paragraph (d). 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 (t) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort Task Order Contracting Officer, the Government may terminate this contract task orders for default.

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

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

j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to other program offices, PEO's or Government agencies its equipment or services if the requirement of the other program officer, PEO or agency for the equipment or services is unrelated to any work performed under this contract task order. Additionally, this requirement shall not preclude a Contractor involved in preparing a statement of work pursuant to its development and design work on a piece of equipment from participating in a procurement for that equipment.

(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.

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

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Part 9.5, or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

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SECTION I CONTRACT CLAUSES

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

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

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

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SECTION J LIST OF ATTACHMENTS

ATTACHMENT 1 -- UPDATED PERFORMANCE WORK STATEMENT, DATED 23 August 2010

ATTACHMENT 2 -- DD Form 1423, Contract Data Requirements List (CDRL) [Word & Excel Files]

ATTACHMENT 3 -- CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD254), DATED 18 FEBRUARY 2009

ATTACHMENT 4 -- FINANCIAL ACCOUNTING DATA SHEET (NS03 AWARD)

ATTACHMENT 5 -- FINANCIAL ACCOUNTING DATA SHEET (NS0301)

ATTACHMENT 6 -- FINANCIAL ACCOUNTING DATA SHEET (NS0302)

ATTACHMENT 7 -- FINANCIAL ACCOUNTING DATA SHEET (NS0303)

ATTACHMENT 8 -- FINANCIAL ACCOUNTING DATA SHEET (NS0305)

ATTACHMENT 9 -- FINANCIAL ACCOUNTING DATA SHEET (NS0306)

ATTACHMENT 10 -- FINANCIAL ACCOUNTING DATA SHEET (NS0307)

ATTACHMENT 11 -- FINANCIAL ACCOUNTING DATA SHEET (NS0308)

ATTACHMENT 12 -- FINANCIAL ACCOUNTING DATA SHEET (NS0310)

ATTACHMENT 13 -- FINANCIAL ACCOUNTING DATA SHEET (NS0311)

ATTACHMENT 14 -- FINANCIAL ACCOUNTING DATA SHEET (NS0312)

ATTACHMENT 15 -- FINANCIAL ACCOUNTING DATA SHEET (NS0313)