

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   2	
2. AMENDMENT/MODIFICATION NO. 36	3. EFFECTIVE DATE 26-May-2010	4. REQUISITION/PURCHASE REQ. NO. 1300161137		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 erica.sist@navy.mil 858-537-0420	CODE N00039	7. ADMINISTERED BY (If other than Item 6) DCMA ATLANTA 2300 LAKE PARK DRIVE, SUITE 300 SMYRNA GA 30080		CODE S1103A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  
 Jacobs Technology, Inc.  
 600 William Northen Blvd. PO Box 884  
 Tullahoma TN 37388

CAGE CODE 07486 FACILITY CODE 007923014	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4072-NS01
	10B. DATED (SEE ITEM 13) 01-Jun-2006

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 (5252.232-9200) (JAN 1989)

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) Gary L. Thomas, Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Sandra Jones, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Gary L. Thomas (Signature of person authorized to sign)	15C. DATE SIGNED 26-May-2010	16B. UNITED STATES OF AMERICA BY /s/Sandra Jones (Signature of Contracting Officer)	16C. DATE SIGNED 26-May-2010

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## GENERAL INFORMATION

Accordingly, said Task Order is modified as follows:

CLIN/SLIN/ACRN	Type Of Fund	From	By	To
440107/CK	O&MN,N			

2. The total value of the order is hereby increased by \$ from \$ to \$

3. Sections B and G updated accordingly.

This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. 2410(a). The period of performance is 30 Sep 2009 and the end date is 31 Jan 2010.

A conformed copy of this task order is attached to this modification for informational purposes only.

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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 (O&MN,N)		1.0 Lot			
100101	ACRN AA (O&MN,N)					
100102	ACRN AB (O&MN,N)					
100103	ACRN AC (O&MN,N)					
100104	ACRN AD (O&MN,N)					
100105	ACRN AE (O&MN,N)					
100106	ACRN AF (O&MN,N)					
100107	ACRN AG (O&MN,N)					
100108	ACRN AJ (O&MN,N)					
100109	ACRN AK (O&MN,N)					
100110	ACRN AL (O&MN,N)					
100111	ACRN AM (O&MN,N)					
100112	ACRN AN (O&MN,N)					
100113	ACRN AP (O&MN,N)					
100114	ACRN AQ (O&MN,N)					
100115	ACRN AR (O&MN,N)					
100116	ACRN AS (O&MN,N)					
100117	ACRN AT (O&MN,N)					
100118	ACRN AU (O&MN,N)					
100119	ACRN AV (O&MN,N)					
100120	ACRN AW (O&MN,N)					
100121	ACRN AX (O&MN,N)					
1101	Labor: Option Year 1 (O&MN,N)		1.0 Lot			
110101	Incremental Funding - ACRN AS (O&MN,N)					
110102	Incremental Funding - ACRN AT (O&MN,N)					

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110103 Incremental  
Funding - ACRN AU  
(O&MN,N)

110104 Incremental  
Funding - ACRN AV  
(O&MN,N)

110105 Incremental  
Funding - ACRN AW  
(O&MN,N)

110106 Incremental  
Funding - ACRN AX  
(O&MN,N)

110107 Incremental  
Funding - ACRN AZ  
(O&MN,N)

110108 Incremental  
Funding - ACRN BA  
(O&MN,N)

110109 Incremental  
Funding - ACRN BB  
(O&MN,N)

110110 Incremental  
Funding - ACRN BC  
(O&MN,N)

110111 Incremental  
Funding - ACRN BD  
(O&MN,N)

110112 Incremental  
Funding - ACRN BE  
(O&MN,N)

110113 Incremental  
Funding - ACRN BF  
(O&MN,N)

110114 Incremental  
Funding - ACRN BG  
(O&MN,N)

110115 Incremental  
Funding - ACRN BH  
(O&MN,N)

110116 Incremental  
Funding - ACRN BJ  
(O&MN,N)

110117 Incremental  
Funding - ACRN BK  
(O&MN,N)

110118 Incremental  
Funding - ACRN BL  
(O&MN,N)

110119 Incremental

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Funding - ACRN BM  
(O&MN,N)

110120 Incremental  
Funding - ACRN BN  
(O&MN,N)

110121 Incremental  
Funding - ACRN BP  
(O&MN,N)

110122 Incremental  
Funding - ACRN BQ  
(O&MN,N)

1201 Labor (O&MN,N) 1.0 Lot

120101 Incremental  
Funding - ACRN BC  
(O&MN,N)

120102 Incremental  
Funding - ACRN BD  
(O&MN,N)

120103 Incremental  
Funding - ACRN BE  
(O&MN,N)

120104 Incremental  
Funding - ACRN BF  
(O&MN,N)

120105 Incremental  
Funding - ACRN BG  
(O&MN,N)

120106 Incremental  
Funding - ACRN BH  
(O&MN,N)

120107 Incremental  
Funding - ACRN BP  
(O&MN,N)

120108 Incremental  
Funding - ACRN BM  
(O&MN,N)

120109 Incremental  
Funding - ACRN BQ  
(O&MN,N)

120110 Incremental  
Funding - ACRN BJ  
(O&MN,N)

120111 Incremental  
Funding - ACRN BL  
(O&MN,N)

120112 Incremental  
Funding - ACRN BR  
(O&MN,N)

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- 120113 Incremental  
Funding - ACRN BS  
(O&MN,N)
- 120114 Incremental  
Funding - ACRN BT  
(O&MN,N)
- 120115 Incremental  
Funding - ACRN BU  
(O&MN,N)
- 120116 Incremental  
Funding - ACRN BV  
(O&MN,N)
- 120117 Incremental  
Funding - ACRN BW  
(O&MN,N)
- 120118 Incremental  
Funding - ACRN BX  
(O&MN,N)
- 120119 Incremental  
Funding - ACRN BY  
(O&MN,N)
- 120120 Incremental  
Funding - ACRN BZ  
(O&MN,N)
- 120121 Incremental  
Funding - ACRN CA  
(O&MN,N)
- 120122 Incremental  
Funding - ACRN CB  
(O&MN,N)
- 120123 Incremental  
Funding - ACRN CC  
(O&MN,N)
- 120124 Incremental  
Funding - ACRN CD  
(O&MN,N)
- 120125 Incremental  
Funding - ACRN CE  
(O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
-----		
3001	Other Direct Costs and Travel. Non-fee bearing. G&A only. (O&MN,N)	1.0 Lot
300101	ACRN AA (O&MN,N)	

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300102 ACRN AB (O&MN,N)  
300103 ACRN AC (O&MN,N)  
300104 ACRN AD (O&MN,N)  
300105 ACRN AE (O&MN,N)  
300106 ACRN AF (O&MN,N)  
300107 ACRN AG (O&MN,N)  
300108 ACRN AH (O&MN,N)  
300109 ACRN AK (O&MN,N)  
300110 ACRN AL (O&MN,N)  
300111 ACRN AM (O&MN,N)  
300112 ACRN AN (O&MN,N)  
300113 ACRN AP (O&MN,N)  
300114 ACRN AQ (O&MN,N)  
300115 ACRN AR (O&MN,N)  
300116 ACRN AS (O&MN,N)  
300117 ACRN AT (O&MN,N)  
300118 ACRN AU (O&MN,N)  
300119 ACRN AV (O&MN,N)  
300120 ACRN AW (O&MN,N)

3101 Other Direct 1.0 Lot  
Costs and Travel.  
Non-fee bearing.  
G&A only.  
(O&MN,N)

310101 Incremental  
Funding - ACRN AS  
(O&MN,N)

310102 Incremental  
Funding - ACRN AT  
(O&MN,N)

310103 Incremental  
Funding - ACRN AU  
(O&MN,N)

310104 Incremental  
Funding - ACRN AV  
(O&MN,N)

310105 Incremental  
Funding - ACRN AW  
(O&MN,N)

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310106 Incremental  
Funding - ACRN AX  
(O&MN,N)

310107 Incremental  
Funding - ACRN AZ  
(O&MN,N)

310108 Incremental  
Funding - ACRN BC  
(O&MN,N)

310109 Incremental  
Funding - ACRN BD  
(O&MN,N)

310110 Incremental  
Funding - ACRN BE  
(O&MN,N)

310111 Incremental  
Funding - ACRN BF  
(O&MN,N)

310112 Incremental  
Funding - ACRN BG  
(O&MN,N)

310113 Incremental  
Funding - ACRN BH  
(O&MN,N)

310114 Incremental  
Funding - ACRN BJ  
(O&MN,N)

310115 Incremental  
Funding - ACRN BK  
(O&MN,N)

310116 Incremental  
Funding - ACRN BL  
(O&MN,N)

310117 Incremental  
Funding - ACRN BM  
(O&MN,N)

310118 Incremental  
Funding - ACRN BQ  
(O&MN,N)

3201 Other Direct                      1.0 Lot  
Costs and Travel.  
Non-fee bearing.  
G&A only.  
(O&MN,N)

320101 Incremental  
Funding - ACRN BC  
(O&MN,N)

320102 Incremental  
Funding - ACRN BD  
(O&MN,N)

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320103 Incremental  
Funding - ACRN BE  
(O&MN,N)

320104 Incremental  
Funding - ACRN BF  
(O&MN,N)

320105 Incremental  
Funding - ACRN BG  
(O&MN,N)

320106 Incremental  
Funding - ACRN BH  
(O&MN,N)

320107 Incremental  
Funding - ACRN BP  
(O&MN,N)

320108 Incremental  
Funding - ACRN BJ  
(O&MN,N)

320109 Incremental  
Funding - ACRN BL  
(O&MN,N)

320110 Incremental  
Funding - ACRN BR  
(O&MN,N)

320111 Incremental  
Funding - ACRN BS  
(O&MN,N)

320112 Incremental  
Funding - ACRN BT  
(O&MN,N)

320113 Incremental  
Funding - ACRN BU  
(O&MN,N)

320114 Incremental  
Funding - ACRN BV  
(O&MN,N)

320115 Incremental  
Funding - ACRN BW  
(O&MN,N)

320116 Incremental  
Funding - ACRN BX  
(O&MN,N)

320117 Incremental  
Funding - ACRN BY  
(O&MN,N)

320118 Incremental  
Funding - ACRN BZ  
(O&MN,N)

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320119 Incremental  
Funding - ACRN CA  
(O&MN,N)

320120 Incremental  
Funding - ACRN CB  
(O&MN,N)

320121 Incremental  
Funding - ACRN CC  
(O&MN,N)

320122 Incremental  
Funding - ACRN CD  
(O&MN,N)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----						
4301	Labor (O&MN,N)		1.0 Lot			
430101	Incremental Funding - ACRN BR (O&MN,N)					
430102	Incremental Funding - ACRN BS (O&MN,N)					
430103	Incremental Funding - ACRN BT (O&MN,N)					
430104	Incremental Funding - ACRN BV (O&MN,N)					
430105	Incremental Funding - ACRN BW (O&MN,N)					
430106	Incremental Funding - ACRN BX (O&MN,N)					
430107	Incremental Funding - ACRN BY (O&MN,N)					
430108	Incremental Funding - ACRN BZ (O&MN,N)					
430109	Incremental Funding - ACRN CA (O&MN,N)					
430110	Incremental Funding - ACRN CB (O&MN,N)					
430111	Incremental					

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Funding - ACRN CC  
(O&MN,N)

430112 Incremental  
Funding - ACRN  
CD  
(DEBOLIGATED)  
(O&MN,N)

4401 Labor (O&MN,N) 1.0 Lot

440101 Incremental  
Funding - ACRN CG  
(O&MN,N)

440102 Incremental  
Funding - ACRN CF  
(O&MN,N)

440103 Incremental  
Funding - ACRN CH  
(O&MN,N)

440104 Incremental  
Funding - ACRN CJ  
(O&MN,N)

440105 Incremental  
Funding - ACRN CH  
(O&MN,N)

440106 Incremental  
Funding - ACRN CJ  
(O&MN,N)

440107 Incremental  
Funding - ACRN CK  
(O&MN,N)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----				
6301	Other Direct Costs and Travel. Non-fee bearing. G&A only. (O&MN,N)		1.0 Lot	
630101	Incremental Funding - ACRN BR (O&MN,N)			
630102	Incremental Funding - ACRN BS (O&MN,N)			
630103	Incremental Funding - ACRN BT (O&MN,N)			
630104	Incremental Funding - ACRN BV			

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(O&MN,N)

630105 Incremental  
Funding - ACRN BW  
(O&MN,N)

630106 Incremental  
Funding - ACRN BX  
(O&MN,N)

630107 Incremental  
Funding - ACRN BY  
(O&MN,N)

630108 Incremental  
Funding - ACRN BZ  
(O&MN,N)

630109 Incremental  
Funding - ACRN CA  
(O&MN,N)

630110 Incremental  
Funding - ACRN CB  
(O&MN,N)

630111 Incremental  
Funding - ACRN CC  
(O&MN,N)

630112 Incremental  
Funding - ACRN  
CD  
(DEOBLIGATED)  
(O&MN,N)

6401 Other Direct                      1.0 Lot  
Costs and Travel.  
Non-fee bearing.  
G&A only.  
(O&MN,N)

640101 Incremental  
Funding - ACRN CG  
(O&MN,N)

640102 Incremental  
Funding - ACRN CF  
(O&MN,N)

640103 Incremental  
Funding - ACRN  
CH  
(DEBOLIGATED)  
(O&MN,N)

640104 Incremental  
Funding - ACRN CK  
(O&MN,N)

B-1 ADDITIONAL SLINS

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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-2a PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003) (5252.216-9201)(APPLICABLE TO CLINS 1001 AND 1101)**

The fixed fee for work performed under this contract is (SEE TABLE BELOW), provided that not less than (SEE TABLE BELOW) staff-hours of direct labor are so employed on such work by the Contractor. If substantially less than (SEE TABLE BELOW) staff-hours of direct labor are so employed for such work, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make payments to the Contractor when requested as work progresses, but not more frequently than biweekly, on account of the fixed fee, equal to (SEE TABLE BELOW) percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any overpayment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government, at the time of final payment.

CLIN / FIXED FEE / STAFF HOURS / FEE PERCENTAGE

1001 / / /

1101 / / /

**B-2b FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)(APPLICABLE TO CLIN 1201 and 4301)**

(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 0 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.

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.

CLIN / FIXED FEE / STAFF HOURS / FEE PER DIRECT LABOR HOUR

1201 / / /

4301 / / /

4401 / / /

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.

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

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

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

ITEM(S) / ALLOTTED TO FIXED FEE

1001 /

1101 /

1201 /

4301 /

4401 /

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

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

1001 / / EFFECTIVE DATE OF AWARD THROUGH 31 MAY 2007

1101 / / 01 JUN 2007 - 31 MAY 2008

3001 / / EFFECTIVE DATE OF AWARD THROUGH 31 MAY 2007

3101 / / 01 JUN 2007 - 31 MAY 2008

1201 / / 01 JUN 2008 - 31 MAY 2009

3201 / / 01 JUN 2008 - 31 MAY 2009

4301 / / 01 JUN 2009 - 30 SEP 2009

6301 / / 01 JUN 2009 - 30 SEP 2009

4401 / / 30 SEP 2009 - 31 JAN 2010

6401 / / 30 SEP 2009 - 31 JAN 2010

(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) 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 SPAWARSSYSCOM 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 SPAWARSSYSCOM 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.

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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

100101	ACRN AA	6/1/2006 - 5/31/2007
100102	ACRN AB	6/1/2006 - 5/31/2007
100103	ACRN AC	6/1/2006 - 5/31/2007
100104	ACRN AD	6/1/2006 - 5/31/2007
100105	ACRN AE	6/1/2006 - 5/31/2007
100106	ACRN AF	6/1/2006 - 5/31/2007
100107	ACRN AG	6/1/2006 - 5/31/2007
100108	ACRN AJ	6/1/2006 - 5/31/2007
100109	ACRN AK	10/1/2006 - 5/31/2007
100110	ACRN AL	10/1/2006 - 5/31/2007
100111	ACRN AM	10/1/2006 - 5/31/2007
100112	ACRN AN	10/1/2006 - 5/31/2007
100113	ACRN AP	10/1/2006 - 5/31/2007
100114	ACRN AQ	10/1/2006 - 5/31/2007
100115	ACRN AR	10/1/2006 - 5/31/2007
100116	ACRN AS	10/1/2006 - 5/31/2007
100117	ACRN AT	10/1/2006 - 5/31/2007
100118	ACRN AU	10/1/2006 - 5/31/2007
100119	ACRN AV	10/1/2006 - 5/31/2007
100120	ACRN AW	10/1/2006 - 5/31/2007
100121	ACRN AX	10/1/2006 - 5/31/2007
110101	ACRN AS	6/1/2007 - 5/31/2008
110102	ACRN AT	6/1/2007 - 5/31/2008
110103	ACRN AU	6/1/2007 - 5/31/2008
110104	ACRN AV	6/1/2007 - 5/31/2008
110105	ACRN AW	6/1/2007 - 5/31/2008
110106	ACRN AX	6/1/2007 - 5/31/2008
110107	ACRN AZ	6/1/2007 - 5/31/2008
110108	ACRN BA	6/1/2007 - 5/31/2008
110109	ACRN BB	6/1/2007 - 5/31/2008
110110	ACRN BC	10/1/2007 - 5/31/2008
110111	ACRN BD	10/1/2007 - 5/31/2008
110112	ACRN BE	10/1/2007 - 5/31/2008

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110113	ACRN BF	10/1/2007 - 5/31/2008
110114	ACRN BG	10/1/2007 - 5/31/2008
110115	ACRN BH	10/1/2007 - 5/31/2008
110116	ACRN BJ	10/1/2007 - 5/31/2008
110117	ACRN BK	10/1/2007 - 5/31/2008
110118	ACRN BL	10/1/2007 - 5/31/2008
110119	ACRN BM	10/1/2007 - 5/31/2008
110120	ACRN BN	10/1/2007 - 5/31/2008
110121	ACRN BP	10/1/2007 - 5/31/2008
110122	ACRN BQ	10/1/2007 - 5/31/2008
300101	ACRN AA	6/1/2006 - 5/31/2007
300102	ACRN AB	6/1/2006 - 5/31/2007
300103	ACRN AC	6/1/2006 - 5/31/2007
300104	ACRN AD	6/1/2006 - 5/31/2007
300105	ACRN AE	6/1/2006 - 5/31/2007
300106	ACRN AF	6/1/2006 - 5/31/2007
300107	ACRN AG	6/1/2006 - 5/31/2007
300108	ACRN AH	6/1/2006 - 5/31/2007
300109	ACRN AK	10/1/2006 - 5/31/2007
300110	ACRN AL	10/1/2006 - 5/31/2007
300111	ACRN AM	10/1/2006 - 5/31/2007
300112	ACRN AN	10/1/2006 - 5/31/2007
300113	ACRN AP	10/1/2006 - 5/31/2007
300114	ACRN AQ	10/1/2006 - 5/31/2007
300115	ACRN AR	10/1/2006 - 5/31/2007
300116	ACRN AS	10/1/2006 - 5/31/2007
300117	ACRN AT	10/1/2006 - 5/31/2007
300118	ACRN AU	10/1/2006 - 5/31/2007
300119	ACRN AV	10/1/2006 - 5/31/2007
300120	ACRN AW	10/1/2006 - 5/31/2007
310101	ACRN AS	6/1/2007 - 5/31/2008
310102	ACRN AT	6/1/2007 - 5/31/2008
310103	ACRN AU	6/1/2007 - 5/31/2008
310104	ACRN AV	6/1/2007 - 5/31/2008
310105	ACRN AW	6/1/2007 - 5/31/2008
310106	ACRN AX	6/1/2007 - 5/31/2008
310107	ACRN AZ	6/1/2007 - 5/31/2008
310108	ACRN BC	10/1/2007 - 5/31/2008
310109	ACRN BD	10/1/2007 - 5/31/2008
310110	ACRN BE	10/1/2007 - 5/31/2008

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310111	ACRN BF	10/1/2007 - 5/31/2008
310112	ACRN BG	10/1/2007 - 5/31/2008
310113	ACRN BH	10/1/2007 - 5/31/2008
310114	ACRN BJ	10/1/2007 - 5/31/2008
310115	ACRN BK	10/1/2007 - 5/31/2008
310116	ACRN BL	10/1/2007 - 5/31/2008
310117	ACRN BM	10/1/2007 - 5/31/2008
310118	ACRN BQ	10/1/2007 - 5/31/2008
120101	ACRN BC	6/1/2008 - 11/07/2008
120102	ACRN BD	6/1/2008 - 11/07/2008
120103	ACRN BE	6/1/2008 - 11/07/2008
120104	ACRN BF	6/1/2008 - 11/07/2008
120105	ACRN BG	6/1/2008 - 11/07/2008
120106	ACRN BH	6/1/2008 - 11/07/2008
120107	ACRN BP	6/1/2008 - 11/07/2008
120108	ACRN BM	6/1/2008 - 11/07/2008
120109	ACRN BQ	6/1/2008 - 11/07/2008
120110	ACRN BJ	6/1/2008 - 11/07/2008
120111	ACRN BL	6/1/2008 - 11/07/2008
120112	ACRN BR	11/08/2008 - 5/31/2009
120113	ACRN BS	11/08/2008 - 5/31/2009
120114	ACRN BT	11/08/2008 - 5/31/2009
120115	ACRN BU	11/08/2008 - 5/31/2009
120116	ACRN BV	11/08/2008 - 5/31/2009
120117	ACRN BW	11/08/2008 - 5/31/2009
120118	ACRN BX	11/08/2008 - 5/31/2009
120119	ACRN BY	11/08/2008 - 5/31/2009
120120	ACRN BZ	11/08/2008 - 5/31/2009
120121	ACRN CA	11/08/2008 - 5/31/2009
120122	ACRN CB	11/08/2008 - 5/31/2009
120123	ACRN CC	11/08/2008 - 5/31/2009
120124	ACRN CD	11/08/2008 - 5/31/2009
120125	ACRN CE	11/08/2008 - 5/31/2009
320101	ACRN BC	6/1/2008 - 11/07/2008
320102	ACRN BD	6/1/2008 - 11/07/2008
320103	ACRN BE	6/1/2008 - 11/07/2008
320104	ACRN BF	6/1/2008 - 11/07/2008
320105	ACRN BG	6/1/2008 - 11/07/2008
320106	ACRN BH	6/1/2008 - 11/07/2008
320107	ACRN BP	6/1/2008 - 11/07/2008

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320108	ACRN BJ	6/1/2008 - 11/07/2008
320109	ACRN BL	6/1/2008 - 11/07/2008
320110	ACRN BR	11/08/2008 - 5/31/2009
320111	ACRN BS	11/08/2008 - 5/31/2009
320112	ACRN BT	11/08/2008 - 5/31/2009
320113	ACRN BU	11/08/2008 - 5/31/2009
320114	ACRN BV	11/08/2008 - 5/31/2009
320115	ACRN BW	11/08/2008 - 5/31/2009
320116	ACRN BX	11/08/2008 - 5/31/2009
320117	ACRN BY	11/08/2008 - 5/31/2009
320118	ACRN BZ	11/08/2008 - 5/31/2009
320119	ACRN CA	11/08/2008 - 5/31/2009
320120	ACRN CB	11/08/2008 - 5/31/2009
320121	ACRN CC	11/08/2008 - 5/31/2009
430101	ACRN BR	6/01/2009 - 9/29/2009
430102	ACRN BS	6/01/2009 - 9/29/2009
430103	ACRN BT	6/01/2009 - 9/29/2009
430104	ACRN BV	6/01/2009 - 9/29/2009
430105	ACRN BW	6/01/2009 - 9/29/2009
430106	ACRN BX	6/01/2009 - 9/29/2009
430107	ACRN BY	6/01/2009 - 9/29/2009
430108	ACRN BZ	6/01/2009 - 9/29/2009
430109	ACRN CA	6/01/2009 - 9/29/2009
430110	ACRN CB	6/01/2009 - 9/29/2009
430111	ACRN CC	6/01/2009 - 9/29/2009
430112	ACRN CD	6/01/2009 - 9/29/2009
630101	ACRN BR	6/01/2009 - 9/29/2009
630102	ACRN BS	6/01/2009 - 9/29/2009
630103	ACRN BT	6/01/2009 - 9/29/2009
630104	ACRN BV	6/01/2009 - 9/29/2009
630105	ACRN BW	6/01/2009 - 9/29/2009
630106	ACRN BX	6/01/2009 - 9/29/2009
630107	ACRN BY	6/01/2009 - 9/29/2009
630108	ACRN BZ	6/01/2009 - 9/29/2009
630109	ACRN CA	6/01/2009 - 9/29/2009
630110	ACRN CB	6/01/2009 - 9/29/2009
630111	ACRN CC	6/01/2009 - 9/29/2009
630112	ACRN CD	6/01/2009 - 9/29/2009
440101	ACRN CE	9/30/2009 - 01/31/2010
440102	ACRN CF	9/30/2009 - 01/31/2010

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440103      ACRN CH      9/30/2009 - 01/31/2010  
 440104      ACRN CJ      9/30/2009 - 01/31/2010  
 440105      ACRN CH      9/30/2009 - 01/31/2010  
 440106      ACRN CJ      9/30/2009 - 01/31/2010  
 440107      ACRN CK      9/30/2009 - 01/31/2010  
 640101      ACRN CE      9/30/2009 - 01/31/2010  
 640102      ACRN CF      9/30/2009 - 01/31/2010  
 640103      ACRN CH      9/30/2009 - 01/31/2010  
 640104      ACRN CK      9/30/2009 - 01/31/2010

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

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

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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 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 Fixed Fee (CPFF) task order.

### G-300 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2007)

(a) Invoices for services rendered under this (N000178-04-4072 NS01) 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

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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 for 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 <sup>1</sup>	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC:	S1103A
Inspector DODAAC (if applicable)	N00039 ( <a href="mailto:sandra.layton@navy.mil">sandra.layton@navy.mil</a> )
Acceptor DODAAC:	N00039 ( <a href="mailto:sandra.layton@navy.mil">sandra.layton@navy.mil</a> )
*LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
DCAA Auditor DoDAAC <sup>2</sup> :	HAA645
Service Approver DoDAAC <sup>2</sup> :	N00039 ( <a href="mailto:sandra.layton@navy.mil">sandra.layton@navy.mil</a> )
PAY DODAAC:	HQ0338

<sup>1</sup> Select "Cost Voucher" for all cost-type, T&M, or Labor Hour; or "2-n-1 ( Services Only)" for fixed price services where inspection of services can be performed and documented.

<sup>2</sup> Only applies to cost vouchers.

\*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

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](mailto:brad.vetting@navy.mil)

#### G-6 TASK ORDER MANAGER

Task Order Manager  
Name: Sandra L Layton  
Code: 055  
Address: 4301 Pacific Highway, San Diego, CA 92110  
Phone: (858) 537-0539  
E-mail: [sandra.layton@Navy.mil](mailto:sandra.layton@Navy.mil)

Accounting Data  
SLINID PR Number Amount  
-----  
100101  
LLA :  
AA SEE FAD  
  
100102  
LLA :

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AB SEE FAD

100103  
LLA :  
AC SEE FAD

100104  
LLA :  
AD SEE FAD

100105  
LLA :  
AE SEE FAD

100106  
LLA :  
AF SEE FAD

100107  
LLA :  
AG SEE FAD

300101  
LLA :  
AA SEE FAD

300102  
LLA :  
AB SEE FAD

300103  
LLA :  
AC SEE FAD

300104  
LLA :  
AD SEE FAD

300105  
LLA :  
AE SEE FAD

300106  
LLA :  
AF SEE FAD

300107  
LLA :  
AG SEE FAD

BASE Funding  
Cumulative Funding

MOD 01

100107  
LLA :  
AG SEE FAD

100108  
LLA :  
AH SEE FAD

300107  
LLA :  
AG SEE FAD

MOD 01 Funding  
Cumulative Funding

MOD 02

100102  
LLA :  
AB SEE FAD

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100103  
LLA :  
AC SEE FAD

100104  
LLA :  
AD SEE FAD

100105  
LLA :  
AE SEE FAD

100106  
LLA :  
AF SEE FAD

100108  
LLA :  
AJ SEE FAD

300102  
LLA :  
AB SEE FAD

300103  
LLA :  
AC SEE FAD

300104  
LLA :  
AD SEE FAD

300105  
LLA :  
AE SEE FAD

300106  
LLA :  
AF SEE FAD

300108  
LLA :  
AJ SEE FAD

MOD 02 Funding  
Cumulative Funding

MOD 03

100101  
LLA :  
AA SEE FAD

100102  
LLA :  
AB SEE FAD

100103  
LLA :  
AC SEE FAD

300101  
LLA :  
AA SEE FAD

300102  
LLA :  
AB SEE FAD

300103  
LLA :  
AC SEE FAD

MOD 03 Funding

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Cumulative Funding

MOD 04

100109

LLA :

AK SEE FAD

100110

LLA :

AL SEE FAD

100111

LLA :

AM SEE FAD

100112

LLA :

AN SEE FAD

100113

LLA :

AP SEE FAD

100114

LLA :

AQ SEE FAD

100115

LLA :

AR SEE FAD

300109

LLA :

AK SEE FAD

300110

LLA :

AL SEE FAD

300111

LLA :

AM SEE FAD

300112

LLA :

AN SEE FAD

300113

LLA :

AP SEE FAD

300114

LLA :

AQ SEE FAD

300115

LLA :

AR SEE FAD

MOD 04 Funding

Cumulative Funding

MOD 05

100116

LLA :

AS SEE FAD

100117

LLA :

AT SEE FAD

100118

LLA :

AU SEE FAD

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100119  
LLA :  
AV SEE FAD

100120  
LLA :  
AW SEE FAD

100121  
LLA :  
AX SEE FAD

300116  
LLA :  
AS SEE FAD

300117  
LLA :  
AT SEE FAD

300118  
LLA :  
AU SEE FAD

300119  
LLA :  
AV SEE FAD

300120  
LLA :  
AW SEE FAD

MOD 05 Funding  
Cumulative Funding

MOD 06

100116  
LLA :  
AS SEE FAD

100117  
LLA :  
AT SEE FAD

100118  
LLA :  
AU SEE FAD

100119  
LLA :  
AV SEE FAD

100120  
LLA :  
AW SEE FAD

100121  
LLA :  
AX SEE FAD

300116  
LLA :  
AS SEE FAD

300117  
LLA :  
AT SEE FAD

300118  
LLA :  
AU SEE FAD

300120  
LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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AW SEE FAD

MOD 06 Funding  
Cumulative Funding

MOD 07

110101

LLA :

AS SEE FAD

110102

LLA :

AT SEE FAD

110103

LLA :

AU SEE FAD

110104

LLA :

AV SEE FAD

110105

LLA :

AW SEE FAD

110106

LLA :

AX SEE FAD

310101

LLA :

AS SEE FAD

310102

LLA :

AT SEE FAD

310103

LLA :

AU SEE FAD

310105

LLA :

AW SEE FAD

310106

LLA :

AX SEE FAD

MOD 07 Funding  
Cumulative Funding

MOD 08

100116

LLA :

AS SEE FAD

100117

LLA :

AT SEE FAD

100118

LLA :

AU SEE FAD

100119

LLA :

AV SEE FAD

100120

LLA :

AW SEE FAD

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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100121  
LLA :  
AX SEE FAD

110101  
LLA :  
AS SEE FAD

110102  
LLA :  
AT SEE FAD

110103  
LLA :  
AU SEE FAD

110104  
LLA :  
AV SEE FAD

110105  
LLA :  
AW SEE FAD

110106  
LLA :  
AX SEE FAD

300116  
LLA :  
AS SEE FAD

300117  
LLA :  
AT SEE FAD

300118  
LLA :  
AU SEE FAD

300119  
LLA :  
AV SEE FAD

300120  
LLA :  
AW SEE FAD

310101  
LLA :  
AS SEE FAD

310102  
LLA :  
AT SEE FAD

310103  
LLA :  
AU SEE FAD

310104  
LLA :  
AV SEE FAD

310105  
LLA :  
AW SEE FAD

310106  
LLA :  
AX SEE FAD

MOD 08 Funding  
Cumulative Funding

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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MOD 09

110107  
LLA :  
AZ SEE FAD

110108  
LLA :  
BA SEE FAD

310107  
LLA :  
AZ SEE FAD

MOD 09 Funding  
Cumulative Funding

MOD 10

110109  
LLA :  
BB SEE FAD

MOD 10 Funding  
Cumulative Funding

MOD 11

110110  
LLA :  
BC SEE FAD

110111  
LLA :  
BD SEE FAD

110112  
LLA :  
BE SEE FAD

110113  
LLA :  
BF SEE FAD

110114  
LLA :  
BG SEE FAD

110115  
LLA :  
BH SEE FAD

110116  
LLA :  
BJ SEE FAD

110117  
LLA :  
BK SEE FAD

310108  
LLA :  
BC SEE FAD

310109  
LLA :  
BD SEE FAD

310110  
LLA :  
BE SEE FAD

310111  
LLA :  
BF SEE FAD

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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310112  
LLA :  
BG SEE FAD

310113  
LLA :  
BH SEE FAD

310114  
LLA :  
BJ SEE FAD

310115  
LLA :  
BK SEE FAD

MOD 11 Funding  
Cumulative Funding

MOD 13

110110  
LLA :  
BC SEE FAD

110111  
LLA :  
BD SEE FAD

110112  
LLA :  
BE SEE FAD

110113  
LLA :  
BF SEE FAD

110114  
LLA :  
BG SEE FAD

110115  
LLA :  
BH SEE FAD

110116  
LLA :  
BJ SEE FAD

110117  
LLA :  
BK SEE FAD

110118  
LLA :  
BL SEE FAD

110119  
LLA :  
BM SEE FAD

110120  
LLA :  
BN SEE FAD

310108  
LLA :  
BC SEE FAD

310109  
LLA :  
BD SEE FAD

310110  
LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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BE SEE FAD

310111  
LLA :  
BF SEE FAD

310112  
LLA :  
BG SEE FAD

310113  
LLA :  
BH SEE FAD

310114  
LLA :  
BJ SEE FAD

310115  
LLA :  
BK SEE FAD

310116  
LLA :  
BL SEE FAD

310117  
LLA :  
BM SEE FAD

MOD 13 Funding  
Cumulative Funding

MOD 14

110110  
LLA :  
BC SEE FAD

110111  
LLA :  
BD SEE FAD

110112  
LLA :  
BE SEE FAD

110113  
LLA :  
BF SEE FAD

110114  
LLA :  
BG SEE FAD

110115  
LLA :  
BH SEE FAD

110119  
LLA :  
BM SEE FAD

110121  
LLA :  
BP SEE FAD

110122  
LLA :  
BQ SEE FAD

310108  
LLA :  
BC SEE FAD

310110

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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LLA :  
BE SEE FAD

310111  
LLA :  
BF SEE FAD

310112  
LLA :  
BG SEE FAD

MOD 14 Funding  
Cumulative Funding

MOD 15

120101  
LLA :  
BC SEE FAD

120102  
LLA :  
BD SEE FAD

120103  
LLA :  
BE SEE FAD

120104  
LLA :  
BF SEE FAD

120105  
LLA :  
BG SEE FAD

120106  
LLA :  
BH SEE FAD

120107  
LLA :  
BP SEE FAD

120108  
LLA :  
BM SEE FAD

120109  
LLA :  
BQ SEE FAD

120110  
LLA :  
BJ SEE FAD

120111  
LLA :  
BL SEE FAD

320101  
LLA :  
BC SEE FAD

320102  
LLA :  
BD SEE FAD

320103  
LLA :  
BE SEE FAD

320104  
LLA :  
BF SEE FAD

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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320105  
LLA :  
BG SEE FAD

320106  
LLA :  
BH SEE FAD

320107  
LLA :  
BP SEE FAD

320108  
LLA :  
BJ SEE FAD

320109  
LLA :  
BL SEE FAD

MOD 15 Funding  
Cumulative Funding

MOD 16

110122  
LLA :  
BQ SEE FAD

310118  
LLA :  
BQ SEE FAD

MOD 16 Funding  
Cumulative Funding

MOD 17

110110  
LLA :  
BC SEE FAD

110111  
LLA :  
BD SEE FAD

110112  
LLA :  
BE SEE FAD

110113  
LLA :  
BF SEE FAD

110115  
LLA :  
BH SEE FAD

110116  
LLA :  
BJ SEE FAD

110117  
LLA :  
BK SEE FAD

110119  
LLA :  
BM SEE FAD

310108  
LLA :  
BC SEE FAD

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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MOD 17 Funding  
Cumulative Funding

MOD 18

100105  
LLA :  
AE SEE FAD

100106  
LLA :  
AF SEE FAD

100109  
LLA :  
AK SEE FAD

100115  
LLA :  
AR SEE FAD

100116  
LLA :  
AS SEE FAD

100117  
LLA :  
AT SEE FAD

100118  
LLA :  
AU SEE FAD

100119  
LLA :  
AV SEE FAD

100120  
LLA :  
AW SEE FAD

300106  
LLA :  
AF SEE FAD

300109  
LLA :  
AK SEE FAD

300115  
LLA :  
AR SEE FAD

300116  
LLA :  
AS SEE FAD

300117  
LLA :  
AT SEE FAD

300118  
LLA :  
AU SEE FAD

300119  
LLA :  
AV SEE FAD

300120  
LLA :  
AW SEE FAD

MOD 18 Funding  
Cumulative Funding

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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MOD 19

120101  
LLA :  
BC SEE FAD

120102  
LLA :  
BD SEE FAD

MOD 19 Funding  
Cumulative Funding

MOD 20

120102  
LLA :  
BD SEE FAD

320102  
LLA :  
BD SEE FAD

MOD 20 Funding  
Cumulative Funding

MOD 21

120112  
LLA :  
BR SEE FAD

120113  
LLA :  
BS SEE FAD

120114  
LLA :  
BT SEE FAD

120115  
LLA :  
BU SEE FAD

120116  
LLA :  
BV SEE FAD

120117  
LLA :  
BW SEE FAD

120118  
LLA :  
BX SEE FAD

120119  
LLA :  
BY SEE FAD

120120  
LLA :  
BZ SEE FAD

120121  
LLA :  
CA SEE FAD

120122  
LLA :  
CB SEE FAD

120123  
LLA :  
CC SEE FAD

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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120124  
LLA :  
CD SEE FAD

120125  
LLA :  
CE SEE FAD

320110  
LLA :  
BR SEE FAD

320111  
LLA :  
BS SEE FAD

320112  
LLA :  
BT SEE FAD

320113  
LLA :  
BU SEE FAD

320114  
LLA :  
BV SEE FAD

320115  
LLA :  
BW SEE FAD

320116  
LLA :  
BX SEE FAD

320117  
LLA :  
BY SEE FAD

320118  
LLA :  
BZ SEE FAD

320119  
LLA :  
CA SEE FAD

320120  
LLA :  
CB SEE FAD

320121  
LLA :  
CC SEE FAD

MOD 21 Funding  
Cumulative Funding

MOD 22

120112  
LLA :  
BR SEE FAD

120113  
LLA :  
BS SEE FAD

120114  
LLA :  
BT SEE FAD

120115  
LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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BU SEE FAD

120116  
LLA :  
BV SEE FAD

120117  
LLA :  
BW SEE FAD

120118  
LLA :  
BX SEE FAD

120119  
LLA :  
BY SEE FAD

120120  
LLA :  
BZ SEE FAD

120121  
LLA :  
CA SEE FAD

120122  
LLA :  
CB SEE FAD

120123  
LLA :  
CC SEE FAD

120124  
LLA :  
CD SEE FAD

320110  
LLA :  
BR SEE FAD

320111  
LLA :  
BS SEE FAD

320112  
LLA :  
BT SEE FAD

320113  
LLA :  
BU SEE FAD

320114  
LLA :  
BV SEE FAD

320115  
LLA :  
BW SEE FAD

320116  
LLA :  
BX SEE FAD

320117  
LLA :  
BY SEE FAD

320118  
LLA :  
BZ SEE FAD

320119  
LLA :  
CA SEE FAD

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320120  
LLA :  
CB SEE FAD

320121  
LLA :  
CC SEE FAD

320122  
LLA :  
CD SEE FAD

MOD 22 Funding  
Cumulative Funding

MOD 24

120112  
LLA :  
BR SEE FAD

120113  
LLA :  
BS SEE FAD

120116  
LLA :  
BV SEE FAD

120124  
LLA :  
CD SEE FAD

320111  
LLA :  
BS SEE FAD

320114  
LLA :  
BV SEE FAD

320118  
LLA :  
BZ SEE FAD

320121  
LLA :  
CC SEE FAD

MOD 24 Funding  
Cumulative Funding

MOD 25

120115  
LLA :  
BU SEE FAD

120117  
LLA :  
BW SEE FAD

120118  
LLA :  
BX SEE FAD

120119  
LLA :  
BY SEE FAD

120120  
LLA :  
BZ SEE FAD

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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120121

LLA :  
CA SEE FAD

120122

LLA :  
CB SEE FAD

320111

LLA :  
BS SEE FAD

320113

LLA :  
BU SEE FAD

320114

LLA :  
BV SEE FAD

MOD 25 Funding  
Cumulative Funding

MOD 26

430101

LLA :  
BR SEE FAD

430102

LLA :  
BS SEE FAD

430103

LLA :  
BT SEE FAD

430104

LLA :  
BV SEE FAD

430105

LLA :  
BW SEE FAD

430106

LLA :  
BX SEE FAD

430107

LLA :  
BY SEE FAD

430108

LLA :  
BZ SEE FAD

430109

LLA :  
CA SEE FAD

430110

LLA :  
CB SEE FAD

430111

LLA :  
CC SEE FAD

430112

LLA :  
CD SEE FAD

630101

LLA :  
BR SEE FAD

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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630102  
LLA :  
BS SEE FAD

630103  
LLA :  
BT SEE FAD

630104  
LLA :  
BV SEE FAD

630105  
LLA :  
BW SEE FAD

630106  
LLA :  
BX SEE FAD

630107  
LLA :  
BY SEE FAD

630108  
LLA :  
BZ SEE FAD

630109  
LLA :  
CA SEE FAD

630110  
LLA :  
CB SEE FAD

630111  
LLA :  
CC SEE FAD

630112  
LLA :  
CD SEE FAD

MOD 26 Funding  
Cumulative Funding

MOD 27

120112  
LLA :  
BR SEE FAD

120113  
LLA :  
BS SEE FAD

120114  
LLA :  
BT SEE FAD

120115  
LLA :  
BU SEE FAD

120116  
LLA :  
BV SEE FAD

120117  
LLA :  
BW SEE FAD

120118  
LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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BX SEE FAD

120119  
LLA :  
BY SEE FAD

120120  
LLA :  
BZ SEE FAD

120121  
LLA :  
CA SEE FAD

120122  
LLA :  
CB SEE FAD

120124  
LLA :  
CD SEE FAD

120125  
LLA :  
CE SEE FAD

320112  
LLA :  
BT SEE FAD

320116  
LLA :  
BX SEE FAD

320117  
LLA :  
BY SEE FAD

320118  
LLA :  
BZ SEE FAD

MOD 27 Funding  
Cumulative Funding

MOD 28

430101  
LLA :  
BR SEE FAD

430102  
LLA :  
BS SEE FAD

430103  
LLA :  
BT SEE FAD

430104  
LLA :  
BV SEE FAD

430105  
LLA :  
BW SEE FAD

430106  
LLA :  
BX SEE FAD

430107  
LLA :  
BY SEE FAD

430108

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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LLA :  
BZ SEE FAD

430109  
LLA :  
CA SEE FAD

430110  
LLA :  
CB SEE FAD

430111  
LLA :  
CC SEE FAD

430112  
LLA :  
CD SEE FAD

630101  
LLA :  
BR SEE FAD

630102  
LLA :  
BS SEE FAD

630103  
LLA :  
BT SEE FAD

630104  
LLA :  
BV SEE FAD

630105  
LLA :  
BW SEE FAD

630106  
LLA :  
BX SEE FAD

630107  
LLA :  
BY SEE FAD

630108  
LLA :  
BZ SEE FAD

630109  
LLA :  
CA SEE FAD

630110  
LLA :  
CB SEE FAD

630111  
LLA :  
CC SEE FAD

MOD 28 Funding  
Cumulative Funding

MOD 29

430112  
LLA :  
CD SEE FAD

630112  
LLA :  
CD SEE FAD

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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MOD 29 Funding  
Cumulative Funding

MOD 30

440101  
LLA :  
CG SEE FAD

440102  
LLA :  
CF SEE FAD

640101  
LLA :  
CG SEE FAD

640102  
LLA :  
CF SEE FAD

MOD 30 Funding  
Cumulative Funding

MOD 31

440103  
LLA :  
CH 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: 000000175536

440104  
LLA :  
CJ 1701804 QFIT 252 00039 0 050120 2D 000000 COST CODE: 000000178089

MOD 31 Funding  
Cumulative Funding

MOD 32

440105  
LLA :  
CH 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: 000000175536

440106  
LLA :  
CJ 1701804 QFIT 252 00039 0 050120 2D 000000 COST CODE: 000000178089

640103  
LLA :  
CH 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: 000000175536

MOD 32 Funding  
Cumulative Funding

MOD 33

440105  
LLA :  
CH 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: 000000175536

440107 1300146567  
LLA :  
CK 1701804 QFIT 252 00039 0 050120 2D 000000 COST CODE: A00000373967  
CIN 130014656700001

640103  
LLA :  
CH 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: 000000175536

640104 1300146567  
LLA :  
CK 1701804 QFIT 252 00039 0 050120 2D 000000 COST CODE: A00000373967  
CIN 130014656700002

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MOD 33 Funding  
Cumulative Funding

MOD 34

440105

LLA :

CH 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: 000000175536

MOD 34 Funding  
Cumulative Funding

MOD 35

440103

LLA :

CH 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: 000000175536

440105

LLA :

CH 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: 000000175536

MOD 35 Funding  
Cumulative Funding

MOD 36

440107 1300146567

LLA :

CK 1701804 QFIT 252 00039 0 050120 2D 000000 COST CODE: A00000373967

CIN 130014656700001

MOD 36 Funding  
Cumulative Funding

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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.

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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.

### 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):

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/>

### FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

#### 52.228-7 Insurance--Liability to Third Persons Mar 1996

#### 52.228-3 WORKERS' COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)

The Contractor shall (a) provide, before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651, et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act.

#### 52.232-18 -- Availability of Funds (Apr 1984).

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## SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - Performance Work Statement (PWS), Rev. 1 dated 12 Apr 06

Attachment No. 2 - Contract Data Requirements List (CDRL), revised under Mod 07

CDRL Attachment 2a, revised under Mod 07

CDRL Attachment 2b

CDRL Attachment 2c

Attachment No. 3 - DDD254

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

Attachment No. 5 - Financial Accounting Data Sheet-Mod 01

Attachment No. 6 - Financial Accounting Data Sheet-Mod 02

Attachment No. 7 - Financial Accounting Data Sheet-Mod 03

Attachment No. 8 - Financial Accounting Data Sheet-Mod 04

Attachment No. 9 - Financial Accounting Data Sheet-Mod 05

Attachment No. 10 - Financial Accounting Data Sheet-Mod 06

Attachment No. 11 - Financial Accounting Data Sheet-Mod 07

Attachment No. 12 - Financial Accounting Data Sheet-Mod 08

Attachment No. 13 - Financial Accounting Data Sheet-Mod 09

Attachment No. 14 - Financial Accounting Data Sheet-Mod 10

Attachment No. 15 - Financial Accounting Data Sheet-Mod 11

Attachment No. 16 - Financial Accounting Data Sheet-Mod 13

Attachment No. 17 - Financial Accounting Data Sheet-Mod 14

Attachment No. 18 - Financial Accounting Data Sheet-Mod 15

Attachment No. 19 - Financial Accounting Data Sheet-Mod 16

Attachment No. 20 - Financial Accounting Data Sheet-Mod 17

Attachment No. 21 - Financial Accounting Data Sheet-Mod 18

Attachment No. 22 - Financial Accounting Data Sheet-Mod 19

Attachment No. 23 - Financial Accounting Data Sheet-Mod 20

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Attachment No. 24 - Financial Accounting Data Sheet-Mod 21

Attachment No. 25 - Financial Accounting Data Sheet-Mod 22

Attachment No. 26 - Financial Accounting Data Sheet-Mod 24

Attachment No. 27 - Financial Accounting Data Sheet-Mod 25

Attachment No. 28 - Financial Accounting Data Sheet-Mod 26

Attachment No. 29 - Financial Accounting Data Sheet-Mod 27

Attachment No. 30 - Financial Accounting Data Sheet-Mod 28

Attachment No. 31 - Financial Accounting Data Sheet-Mod 29

Attachment No. 32 - Financial Accounting Data Sheet-Mod 30