

2. AMENDMENT/MODIFICATION NO. 37	3. EFFECTIVE DATE 22-Jan-2013	4. REQUISITION/PURCHASE REQ. NO. 1300324816	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 courtney.ryan@navy.mil 619-524-5785	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) SCIENCE APPLICATIONS INTERNATIONAL CORP 1710 SAIC Drive McLean VA 22102-3703		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4119-NS02 10B. DATED (SEE ITEM 13) 01-Oct-2005
CAGE CODE 5UTP8	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<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) FAR 52.232-22 Llimitation of Funds

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) Contract Representative	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patrick A Dimla, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED 22-Jan-2013
16B. UNITED STATES OF AMERICA BY /s/Patrick A Dimla (Signature of Contracting Officer)	16C. DATE SIGNED 22-Jan-2013

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GENERAL INFORMATION

1. The purpose of this modification is to deobligate funding from SLINS 1201 and 3201 in the amount of [REDACTED]).

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN/ACRN	Type Of Fund	From (\$)	By (\$)	To (\$)
1201AN/BE	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
3201AJ/BE	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED].

CLIN/SLIN/ACRN	From (\$)	By (\$)	To (\$)
1201AA	[REDACTED]	[REDACTED]	[REDACTED]
1201AN/BE	[REDACTED]	[REDACTED]	[REDACTED]
3201AA	[REDACTED]	[REDACTED]	[REDACTED]
3201AJ/BE	[REDACTED]	[REDACTED]	[REDACTED]

2. Sections B and G are modified accordingly.

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

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 to Provide Support Services in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL)					
1001AA	Labor to Provide Support Services in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL) (RDT&E)					
1001AB	RDT&E (RDT&E)					
1001AC	RDT&E (RDT&E)					
1001AD	O&MN (O&MN,N)					
1001AE	OM&N (O&MN,N)					
1001AF	RDT&E (RDT&E)					
1001AG	RDT&E (RDT&E)					
1001AH	RDT&E (RDT&E)					
1001AJ	RDT&E funding. (RDT&E)					
1001AK	Incremental Funding (RDT&E)	1.0	LH	\$0.00	\$0.00	\$0.00
1001AL	Incremental Funding (O&MN,N)					
1101	Option I - Labor					00

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to Provide
Support Services
in accordance
with Attachment
No. 1 Performance
Work Statement
(PWS) and
Attachment No. 2
Contract Data
Requirements List
(CDRL)

1101AA	Option I - Labor to Provide Support Services in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL) (TBD)	■	■	■	■	■
1101AB	Incremental Funding - ACRN AM (RDT&E)	■	■	■	■	■
1101AC	Incremental Funding - ACRN AD (RDT&E)	■	■	■	■	■
1101AD	Incremental Funding - ACRN AE (RDT&E)	■	■	■	■	■
1101AE	Incremental Funding - ACRN AF (RDT&E)	■	■	■	■	■
1101AF	Incremental Funding - ACRN AG (RDT&E)	■	■	■	■	0
1101AG	Incremental Funding - ACRN AK (RDT&E)	■	■	■	■	■
1101AH	Incremental Funding - ACRN AN (RDT&E)	■	■	■	■	■
1101AJ	Incremental Funding - ACRN AP (O&MN,N)	■	■	■	■	■
1101AK	Incremental	■	■	■	■	■

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	Funding - ACRN AQ (RDT&E)				
1101AL	Incremental Funding - ACRN AR (O&MN,N)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■ 0
1101AM	Incremental Funding - ACRN AU (RDT&E)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■
1201	Option II - Labor to Provide Support Services in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL)				■ ■ ■ ■
1201AA	Option II - Labor to Provide Support Services in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL) (TBD)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■
1201AB	Incremental Funding - ACRN AS (O&MN,N)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■
1201AC	Incremental Funding - ACRN AT (RDT&E)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■
1201AD	INCREMENTAL FUNDING ACRN AV (RDT&E)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■
1201AE	INCREMENTAL FUNDING ACRN AW (RDT&E)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■
1201AF	INCREMENTAL FUNDING ACRN AX (RDT&E)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■
1201AG	INCREMENTAL	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■

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	FUNDING ACRN AY (RDT&E)					
1201AH	INCREMENTAL FUNDING ACRN AZ (RDT&E)	■	■	■	■	■
1201AJ	Incremental Funding - ACRN BA (RDT&E)	■	■	■	■	■
1201AK	Incremental Funding - ACRN BB (O&MN,N)	■	■	■	■	■
1201AL	Incremental Funding - ACRN BC (RDT&E)	■	■	■	■	■
1201AM	Incremental Funding - ACRN BD (RDT&E)	■	■	■	■	■
1201AN	Incremental Funding - ACRN BE (O&MN,N)	■	■	■	■	■
1201AP	Incremental Funding - ACRN BF (OTHER)	■	■	■	■	■
1301	Option III - Labor to Provide Support Services in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL)					■
1301AA	Option III - Labor to Provide Support Services in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL) (TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
1301AB	Incremental	■	■	■	■	■

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	Funding - ACRN BG (O&MN,N)					
1301AC	Incremental Funding - ACRN BH (RDT&E)	■	■	■	■	■
1301AD	Incremental Funding - ACRN BJ (RDT&E)	■	■	■	■	■
1301AE	Incremental Funding - ACRN BK (RDT&E)	1.0	LO	\$0.00	\$0.00	\$0.00
1301AF	Incremental Funding - ACRN BL (RDT&E)	■	■	■	■	■
1301AG	Incremental Funding - ACRN BM (RDT&E)	■	■	■	■	■
1301AH	Incremental Funding - ACRN BN (RDT&E)	■	■	■	■	■
1301AJ	Incremental Funding - ACRN BP (RDT&E)	■	■	■	■	■
1301AK	Incremental Funding - ACRN BQ (O&MN,N)	1.0	LO	\$ ■	■	■
1401	Option IV - Labor to Provide Support Services in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL)					\$ ■
1401AA	Option IV - Labor to Provide Support Services in accordance with Attachment No. 1 Performance Work Statement (PWS) and Attachment No. 2 Contract Data	■	■	■	■	■

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Requirements List
(CDRL) (RDT&E)

1401AB	Incremental Funding ACRN BP (RDT&E)	■	■	■	■	■
1401AC	Incremental Funding - ACRN BH (RDT&E)	■	■	■	■	■
1401AD	Incremental Funding - ACRN BR (O&MN,N)	■	■	■	■	■
1401AE	Incremental Funding - ACRN BS (RDT&E)	■	■	■	■	■
1401AF	Incremental Funding - ACRN BT (RDT&E)	■	■	■	■	■
1401AG	Incremental Funding - ACRN BU (O&MN,N)	■	■	■	■	■
1401AH	Incremental Funding - ACRN BV (O&MN,N)	■	■	■	■	■
1401AJ	Incremental Funding - ACRN BW (O&MN,N)	■	■	■	■	■
1401AK	Incremental Funding - ACRN BX (O&MN,N)	■	■	■	■	■
1401AL	Incremental Funding - ACRN BY (RDT&E)	■	■	■	■	■
1401AM	Incremental Funding - ACRN BZ (RDT&E)	■	■	■	■	■
1401AN	Incremental Funding - ACRN CA (RDT&E)	■	■	■	■	■
1401AP	Incremental Funding - ACRN CB (RDT&E)	■	■	■	■	■
1401AQ	Incremental Funding - ACRN CC (RDT&E)	■	■	■	■	■

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1401AR	Incremental Funding - ACRN CD (RDT&E)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■	
1401AS	Incremental Funding - ACRN CE (RDT&E)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■	
1401AT	Incremental Funding - ACRN CF (RDT&E)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■	
1401AU	Incremental Funding - ACRN CG (RDT&E)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■	
1401AV	Incremental Funding - ACRN CH (O&MN,N)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■	
1401AW	Incremental Funding - ACRN CJ (DEOBLIGATED ON MOD# 33) (O&MN,N)	1.0	LO	\$0.00	\$0.00	\$0.00
1401AX	Incremental Funding - ACRN CK (O&MN,N)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■	
1401AY	Incremental Funding - ACRN CL (RDT&E)	■ ■	■ ■ ■ ■	■ ■ ■ ■	■ ■ ■ ■	

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3001	ODCs and Travel in Support of CLIN 1001			■ ■ ■ ■
3001AA	ODCs and Travel in Support of CLIN 1001. G&A only. Non-fee bearing. (TBD)	1.0	LO	■ ■ ■ ■
3001AB	RDT&E (RDT&E)	1.0	LO	■ ■ ■ ■
3001AC	RDT&E (RDT&E)	1.0	LO	■ ■ ■ ■
3001AD	O&MN (O&MN,N)	1.0	LO	■ ■ ■ ■
3001AE	OM&N (O&MN,N)	1.0	LO	■ ■ ■ ■

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3001AF	RDT&E (RDT&E)	1.0	LO	██████████
3001AH	RDT&E (RDT&E)	1.0	LO	\$0.00
3001AJ	RDT&E. (RDT&E)	1.0	LO	\$0.00
3001AK	RDT& E (RDT&E)	1.0	LO	\$0.00
3001AL	O&MN (O&MN,N)	1.0	LO	\$0.00
3101	Option I - ODCs and Travel in Support of CLIN 1101			██████████
3101AA	Option I - ODCs and Travel in Support of CLIN 1101. G&A only. Non-fee bearing. (TBD)	1.0	LO	██████████
3101AB	Incremental Funding - ACRN AM (RDT&E)	1.0	LO	██████████
3101AC	Incremental Funding - ACRN AD (RDT&E)	1.0	LO	██████████
3101AD	Incremental Funding - ACRN AF (RDT&E)	1.0	LO	██████████
3101AE	Incremental Funding - ACRN AN (RDT&E)	1.0	LO	██████████
3101AF	Incremental Funding - ACRN AQ (RDT&E)	1.0	LO	\$0.00
3101AG	Incremental Funding - ACRN AR (O&MN,N)	1.0	LO	██████████
3101AH	Incremental Funding - ACRN AU (RDT&E)	1.0	LO	██████████
3201	Option II - ODCs and Travel in Support of CLIN 1201			██████████
3201AA	Option II - ODCs and Travel in	1.0	LO	██████████

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Support of CLIN
1201. G&A only.
Non-fee bearing.
(TBD)

3201AB	INCREMENTAL FUNDING ACRN AV (RDT&E)	1.0	LO	\$0.00
3201AC	INCREMENTAL FUNDING ACRN AX (RDT&E)	1.0	LO	██████████
3201AD	INCREMENTAL FUNDING ACRN AY (RDT&E)	1.0	LO	\$0.00
3201AE	INCREMENTAL FUNDING ACRN AZ (RDT&E)	1.0	LO	██████████
3201AF	Incremental Funding - ACRN BA (RDT&E)	1.0	LO	██████████
3201AG	Incremental Funding - ACRN BB (O&MN,N)	1.0	LO	██████████
3201AH	Incremental Funding - ACRN BD (RDT&E)	1.0	LO	██████████
3201AJ	Incremental Funding - ACRN BE (O&MN,N)	1.0	LO	██████████
3301	Option III - ODCs and Travel in Support of CLIN 1301			██████████
3301AA	Option III - ODCs and Travel in Support of CLIN 1301. G&A only. Non-fee bearing. (TBD)	1.0	LO	██████████
3301AB	Incremental Funding - ACRN BG (RDT&E)	1.0	LO	██████████
3301AC	Incremental Funding - ACRN BH (RDT&E)	1.0	LO	██████████
3301AD	TBD (RDT&E)	1.0	LO	\$0.00

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3301AE	Incremental Funding - ACRN BK (RDT&E)	1.0	LO	\$0.00
3301AF	Incremental Funding - ACRN BL (RDT&E)	1.0	LO	██████████
3301AG	Incremental Funding - ACRN BM (RDT&E)	1.0	LO	██████████0
3301AJ	Incremental Funding - ACRN BP (RDT&E)	1.0	LO	██████████
3401	Option IV - ODCs and Travel in Support of CLIN 1401			██████████
3401AA	Option IV - ODCs and Travel in Support of CLIN 1401. G&A only. Non-fee bearing. (RDT&E)	1.0	LO	██████████
3401AB	Incremental Funding - ACRN BP (RDT&E)	1.0	LO	██████████
3401AC	Incremental Funding - ACRN BR (O&MN,N)	1.0	LO	██████████
3401AD	Incremental Funding - ACRN BS (RDT&E)	1.0	LO	██████████
3401AE	Incremental Funding - ACRN BY (RDT&E)	1.0	LO	██████████
3401AF	Incremental Funding - ACRN CE (DEOBLIGATED \$18,000.00 IN MOD 32) (RDT&E)	1.0	LO	\$0.00
3401AG	Incremental Funding - ACRN CC (RDT&E)	1.0	LO	██████████
3401AH	Incremental Funding - ACRN CF	1.0	LO	██████████0

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(RDT&E)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4501	Labor - Period of Performance: 27 September 2010 - 26 March 2011 (OTHER)					
450101	Incremental Funding - ACRN CM (O&MN,N)					
450102	Incremental Funding - ACRN CN (O&MN,N)					
450103	Incremental Funding - ACRN CP (O&MN,N)					
450104	Incremental Funding - ACRN CL (RDT&E)					
450105	Incremental Funding - ACRN CQ (RDT&E)					
450106	Incremental Funding - ACRN CR (RDT&E)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6501	ODC - Period of Performance: 27 September 2010 - 26 March 2011 (OTHER)	1.0	LO	
650101	Incremental Funding - ACRN CL (RDT&E)			
650102	Incremental Funding - ACRN CP (O&MN,N)			

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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 PAYMENT OF FIXED FEE BASED ON STAFF-HOURS (TERM TYPE) (NOV 2003) (5252.216-9201)

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 / [REDACTED] / 22,802 / 6.47%

1101 / [REDACTED] 22,802 / 6.36%

1201 / [REDACTED] / 22,633 / 6.35%

1301 / [REDACTED] / 22,971 / 6.34%

1401 / [REDACTED] / 22,802 / 6.32%

4501 / [REDACTED] / 11,401 / 6.32%

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

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

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

ITEM(S) / ALLOTTED TO FIXED FEE

1001 / [REDACTED]

1101 / [REDACTED]

1201 / [REDACTED]

1301 / [REDACTED]

1401 / [REDACTED]

4501 / [REDACTED]

(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 / \$1,058,279.00 / DATE OF TASK ORDER AWARD THROUGH 30 SEP 2006

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1101 / [REDACTED] / 01 OCT 2006 - 30 SEP 2007

1201 / [REDACTED] / 01 OCT 2007 - 30 SEP 2008

1301 / [REDACTED] / 01 OCT 2008 - 30 SEP 2009

3001 / [REDACTED] / DATE OF TASK ORDER AWARD THROUGH 30 SEP 2006

3101 / \$ [REDACTED] / 01 OCT 2006 - 30 SEP 2007

3201 / [REDACTED] / 01 OCT 2007 - 30 SEP 2008

3301 / [REDACTED] / 01 OCT 2008 - 30 JUN 2009

1401 / [REDACTED]0 / 01 OCT 2009 - 26 SEP 2010

3401 / [REDACTED] / 01 OCT 2009 - 26 SEP 2010

4501 / [REDACTED] / 27 SEP 2010 - 28 FEB 2011

6501 / [REDACTED] / 27 SEP 2010 - 30 NOV 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.

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)

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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.

(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.

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(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

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

1001AA	10/1/2005 - 9/30/2007
1001AB	10/1/2005 - 9/30/2006
1001AC	10/1/2005 - 9/30/2006
1001AD	10/1/2005 - 9/30/2006
1001AE	10/1/2005 - 9/30/2006
1001AF	10/1/2005 - 9/30/2007
1001AG	10/1/2005 - 9/30/2007
1001AH	10/1/2005 - 9/30/2006
1001AJ	10/1/2005 - 9/30/2007
1001AK	10/1/2005 - 9/30/2006
1001AL	10/1/2005 - 9/30/2006
1101AA	10/1/2006 - 9/30/2007
1101AB	10/1/2006 - 9/30/2008
1101AC	10/1/2006 - 9/30/2007
1101AD	10/1/2006 - 9/30/2007
1101AE	10/1/2006 - 9/30/2007
1101AF	10/1/2006 - 9/30/2007
1101AG	10/1/2006 - 9/30/2007
1101AH	10/1/2006 - 9/30/2008
1101AJ	10/1/2006 - 9/30/2007
1101AK	10/1/2006 - 9/30/2007
1101AL	10/1/2006 - 9/30/2007
1101AM	10/1/2006 - 9/30/2008
1201AA	10/1/2007 - 9/30/2008
1201AB	10/1/2007 - 9/30/2008
1201AC	10/1/2007 - 9/30/2008
1201AD	10/1/2007 - 12/31/2008
1201AE	10/1/2007 - 12/31/2008
1201AF	10/1/2007 - 3/31/2009
1201AG	10/1/2007 - 12/31/2008
1201AH	10/1/2007 - 3/31/2009
1201AJ	10/1/2007 - 12/31/2008
1201AK	10/1/2007 - 9/30/2008
1201AL	10/1/2007 - 12/31/2008
1201AM	10/1/2007 - 12/31/2008
1201AN	10/1/2007 - 9/30/2008
1201AP	10/1/2007 - 12/31/2008
1301AA	10/1/2008 - 9/30/2009
1301AB	10/1/2008 - 9/30/2009
1301AC	10/1/2008 - 9/30/2010
1301AD	10/1/2008 - 9/30/2009

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1301AE	10/1/2008 - 9/30/2009
1301AF	10/1/2008 - 11/15/2009
1301AG	10/1/2008 - 9/30/2009
1301AH	10/1/2008 - 9/30/2009
1301AJ	10/1/2008 - 11/15/2009
1301AK	10/1/2008 - 9/30/2009
1401AA	10/1/2009 - 9/26/2010
1401AB	10/1/2009 - 9/26/2010
1401AC	10/1/2009 - 9/26/2010
1401AD	10/1/2009 - 9/26/2010
1401AE	10/1/2009 - 9/26/2010
1401AF	10/1/2009 - 9/26/2010
1401AG	10/1/2009 - 9/26/2010
1401AH	10/1/2009 - 9/26/2010
1401AJ	10/1/2009 - 9/26/2010
1401AK	10/1/2009 - 9/26/2010
1401AL	10/1/2009 - 9/26/2010
1401AM	10/1/2009 - 9/26/2010
1401AN	10/1/2009 - 9/26/2010
1401AP	10/1/2009 - 9/26/2010
1401AQ	10/1/2009 - 9/26/2010
1401AR	10/1/2009 - 9/26/2010
1401AS	10/1/2009 - 9/26/2010
1401AT	10/1/2009 - 9/26/2010
1401AU	10/1/2009 - 9/26/2010
1401AV	10/1/2009 - 9/26/2010
1401AW	10/1/2009 - 9/26/2010
1401AX	10/1/2009 - 9/26/2010
1401AY	10/1/2009 - 9/26/2010
3001AA	10/1/2005 - 9/30/2006
3001AB	10/1/2005 - 9/30/2006
3001AC	10/1/2005 - 9/30/2006
3001AD	10/1/2005 - 9/30/2006
3001AE	10/1/2005 - 9/30/2006
3001AF	10/1/2005 - 9/30/2006
3001AH	10/1/2005 - 9/30/2006
3001AJ	10/1/2005 - 9/30/2006
3001AK	10/1/2005 - 9/30/2006
3001AL	10/1/2005 - 9/30/2006
3101AA	10/1/2006 - 9/30/2007
3101AB	10/1/2006 - 9/30/2008
3101AC	10/1/2006 - 9/30/2007
3101AD	10/1/2006 - 9/30/2007
3101AE	10/1/2006 - 9/30/2008
3101AF	10/1/2006 - 9/30/2007
3101AG	10/1/2006 - 9/30/2007

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3101AH	10/1/2006 - 9/30/2008
3201AA	10/1/2007 - 9/30/2008
3201AB	10/1/2007 - 9/30/2008
3201AC	10/1/2007 - 3/31/2009
3201AD	10/1/2007 - 9/30/2008
3201AE	10/1/2007 - 3/31/2009
3201AF	10/1/2007 - 9/30/2008
3201AG	10/1/2007 - 9/30/2008
3201AH	10/1/2007 - 12/31/2008
3201AJ	10/1/2007 - 9/30/2008
3301AA	10/1/2008 - 9/30/2009
3301AB	10/1/2008 - 9/30/2009
3301AC	10/1/2008 - 9/30/2009
3301AD	10/1/2008 - 9/30/2009
3301AE	10/1/2008 - 9/30/2009
3301AF	10/1/2008 - 11/15/2009
3301AG	10/1/2008 - 9/30/2009
3301AJ	10/1/2008 - 11/15/2009
3401AA	10/1/2009 - 9/26/2010
3401AB	10/1/2009 - 9/26/2010
3401AC	10/1/2009 - 9/26/2010
3401AD	10/1/2009 - 9/26/2010
3401AE	10/1/2009 - 9/26/2010
3401AF	10/1/2009 - 9/26/2010
3401AG	10/1/2009 - 9/26/2010
3401AH	10/1/2009 - 9/26/2010
4501	9/27/2010 - 3/26/2011
6501	9/27/2010 - 3/26/2011

F-1 PERIODS OF PERFORMANCE (DEC 1999)

CLIN - DELIVERIES OR PERFORMANCE

1001AB	10/1/2005 - 9/30/2006
1001AC	10/1/2005 - 9/30/2006
1001AD	10/1/2005 - 9/30/2006
1001AE	10/1/2005 - 9/30/2006
1001AF	10/1/2005 - 9/30/2007
1001AG	10/1/2005 - 9/30/2007
1001AH	10/1/2005 - 9/30/2006
1001AJ	10/1/2005 - 9/30/2007
1001AK	10/1/2005 - 9/30/2006
1001AL	10/1/2005 - 9/30/2006
1101AB	10/1/2006 - 9/30/2008
1101AC	10/1/2006 - 9/30/2007
1101AD	10/1/2006 - 9/30/2007
1101AE	10/1/2006 - 9/30/2007

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1101AF	10/1/2006 - 9/30/2007
1101AG	10/1/2006 - 9/30/2007
1101AH	10/1/2006 - 9/30/2008
1101AJ	10/1/2006 - 9/30/2007
1101AK	10/1/2006 - 9/30/2007
1101AL	10/1/2006 - 9/30/2007
1101AM	10/1/2006 - 9/30/2008
1201AB	10/1/2007 - 9/30/2008
1201AC	10/1/2007 - 9/30/2008
1201AD	10/1/2007 - 12/31/2008
1201AE	10/1/2007 - 12/31/2008
1201AF	10/1/2007 - 03/31/2009
1201AG	10/1/2007 - 12/31/2008
1201AH	10/1/2007 - 03/31/2009
1201AJ	10/1/2007 - 12/31/2008
1201AK	10/1/2007 - 9/30/2008
1201AL	10/1/2007 - 12/31/2008
1201AM	10/1/2007 - 12/31/2008
1201AN	10/1/2007 - 9/30/2008
1201AP	10/1/2007 - 12/31/2008
1301AB	10/1/2008 - 9/30/2009
1301AC	10/1/2008 - 11/15/2009
1301AD	10/1/2008 - 9/30/2009
1301AF	10/1/2008 - 11/15/2009
1301AG	10/1/2008 - 11/15/2009
1301AH	10/1/2008 - 9/30/2009
1301AJ	10/1/2008 - 11/15/2009
1301AK	10/1/2008 - 11/15/2009
1401AB	10/1/2009 - 9/26/2010
1401AC	10/1/2009 - 9/26/2010
1401AD	10/1/2009 - 9/26/2010
1401AE	10/1/2009 - 9/26/2010
1401AF	10/1/2009 - 9/26/2010
1401AG	10/1/2009 - 9/26/2010
1401AH	10/1/2009 - 9/26/2010
1401AJ	10/1/2009 - 9/26/2010
1401AK	10/1/2009 - 9/26/2010
1401AL	10/1/2009 - 9/26/2010
1401AM	10/1/2009 - 9/26/2010
1401AN	10/1/2009 - 9/26/2010
1401AP	10/1/2009 - 9/26/2010
1401AQ	10/1/2009 - 9/26/2010
1401AR	10/1/2009 - 9/26/2010
1401AS	10/1/2009 - 9/26/2010
1401AT	10/1/2009 - 9/26/2010
1401AU	10/1/2009 - 9/26/2010
1401AV	10/1/2009 - 9/26/2010
1401AW	10/1/2009 - 9/26/2010
1401AX	10/1/2009 - 9/26/2010
1401AY	10/1/2009 - 9/26/2010
450101	9/27/2010 - 3/26/2011
450102	9/27/2010 - 3/26/2011
450103	9/27/2010 - 3/26/2011
450104	9/27/2010 - 3/26/2011
450105	9/27/2010 - 3/26/2011

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3001AB	10/1/2005 - 9/30/2006
3001AC	10/1/2005 - 9/30/2006
3001AD	10/1/2005 - 9/30/2006
3001AE	10/1/2005 - 9/30/2006
3001AF	10/1/2005 - 9/30/2006
3001AH	10/1/2005 - 9/30/2006
3001AJ	10/1/2005 - 9/30/2006
3001AK	10/1/2005 - 9/30/2006
3001AL	10/1/2005 - 9/30/2006
3101AB	10/1/2006 - 9/30/2008
3101AC	10/1/2006 - 9/30/2007
3101AD	10/1/2006 - 9/30/2007
3101AE	10/1/2006 - 9/30/2008
3101AF	10/1/2006 - 9/30/2007
3101AG	10/1/2006 - 9/30/2007
3101AH	10/1/2006 - 9/30/2008
3201AB	10/1/2007 - 9/30/2008
3201AC	10/1/2007 - 03/31/2009
3201AD	10/1/2007 - 9/30/2008
3201AE	10/1/2007 - 03/31/2009
3201AF	10/1/2007 - 9/30/2008
3201AG	10/1/2007 - 9/30/2008
3201AH	10/1/2007 - 12/31/2008
3201AJ	10/1/2007 - 9/30/2008
3301AB	10/1/2008 - 9/30/2009
3301AC	10/1/2008 - 11/15/2009
3301AF	10/1/2008 - 11/15/2009
3301AG	10/1/2008 - 11/15/2009
3301AJ	10/1/2008 - 11/15/2009
3401AB	10/1/2009 - 9/26/2010
3401AC	10/1/2009 - 9/26/2010
3401AD	10/1/2009 - 9/26/2010
3401AE	10/1/2009 - 9/26/2010
3401AF	10/1/2009 - 9/26/2010
3401AG	10/1/2009 - 9/26/2010
3401AH	10/1/2009 - 9/26/2010
650101	9/27/2010 - 3/26/2011
650102	9/27/2010 - 3/26/2011

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

1001AA	10/1/2005 - 9/30/2007
1101AA	10/1/2006 - 9/30/2007
1201AA	10/1/2007 - 9/30/2008
1301AA	10/1/2008 - 9/30/2009
1401AA	10/1/2009 - 9/26/2010
4501	9/27/2010 - 3/26/2011
3001AA	10/1/2005 - 9/30/2006
3101AA	10/1/2006 - 9/30/2007
3201AA	10/1/2007 - 9/30/2008

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3301AA	10/1/2008 - 9/30/2009
3401AA	10/1/2009 - 9/26/2010
6501	9/27/2010 - 3/26/2011

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001. 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 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.

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(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 contractor shall use the following document type, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

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

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

(f) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
James Maloney @ james.maloney@navy.mil

(g) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Brad Vetting

Code: 2.0B

Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 524-7598

E-Mail: brad.vetting@navy.mil

G-6 AVAILABILITY OF FUNDS (APR 1984) (FAR 52.232-18)

Funds are not presently available for this task order. The Government's obligation under this task order is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this task order and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

G-7 TASK ORDER MANAGER

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Task Order Manager

Name: Kar Chan

Address: 4301 Pacific Highway, San Diego, CA 92110-3127

Phone: (619) 524-7239

E-mail: kar.chan@navy.mil

Accounting Data

SLINID	PR Number	Amount
1001AB	N00024-05-R-3272	[REDACTED]
LLA :		
AA 1761319 54PW 252 EA E05 0 068342 2D 98051Q 02144 000 EC2		
1001AC	N00024-05-R-3272	[REDACTED]
LLA :		
AB 1761319 55RE 252 EA E05 0 068342 2D 98051Q 09123 000 EC2		
1001AD	N00024-05-R-3272	[REDACTED]
LLA :		
AC 1761804 5T6M 252 EA E05 0 068342 2D 04A6M0 95003 000 003		
3001AB	N00024-05-R-3272	[REDACTED]
LLA :		
AA 1761319 54PW 252 EA E05 0 068342 2D 98051Q 02144 000 EC2		
3001AC	N00024-05-R-3272	[REDACTED]
LLA :		
AB 1761319 55RE 252 EA E05 0 068342 2D 98051Q 09123 000 EC2		
3001AD	N00024-05-R-3272	[REDACTED]
LLA :		
AC 1761804 5T6M 252 EA E05 0 068342 2D 04A6M0 95003 000 003		

BASE Funding [REDACTED]

MOD 01

1001AE	[REDACTED]
LLA :	
AC 1761804 5T6M 252 EA E05 0 068342 2D 04A6M0 95003 000 003	
3001AE	[REDACTED]
LLA :	
AC 1761804 5T6M 252 EA E05 0 068342 2D 04A6M0 95003 000 003	

MOD 01 Funding [REDACTED]

MOD 02

1001AF	[REDACTED]
LLA :	
AD 1761319 54PW 252 EA E05 068342 2D 96051Q 02144 000 EC2	
1001AG	[REDACTED]
LLA :	
AE 1761319 55RE 252 EA E05 068342 2D 96051Q 09123 000 EC2	
3001AF	[REDACTED]
LLA :	
AD 1761319 54PW 252 EA E05 068342 2D 96051Q 02144 000 EC2	

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MOD 02 Funding [REDACTED]
[REDACTED]

MOD 03

1001AH [REDACTED]
LLA :
AF SEE FAD

MOD 03 Funding [REDACTED]
[REDACTED]

MOD 04

1001AJ [REDACTED]
LLA :
AG SEE FAD

3001AJ [REDACTED]
LLA :
AG SEE FAD

MOD 04 Funding [REDACTED]
[REDACTED]

MOD 05

1001AH [REDACTED]
LLA :
AF SEE FAD

3001AH [REDACTED]
LLA :
AF SEE FAD

MOD 05 Funding [REDACTED]
[REDACTED]

MOD 06

1001AJ [REDACTED]
LLA :
AG SEE FAD

3001AJ [REDACTED]
LLA :
AG SEE FAD

MOD 06 Funding 0.00
Cumulative Funding [REDACTED]

MOD 07

1001AE [REDACTED]
LLA :
AC 1761804 5T6M 252 EA E05 0 068342 2D 04A6M0 95003 000 003

1001AK [REDACTED]
LLA :
AK SEE FAD

3001AE [REDACTED]
LLA :
AC 1761804 5T6M 252 EA E05 0 068342 2D 04A6M0 95003 000 003

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MOD 07 Funding [REDACTED]
[REDACTED]

MOD 08

1001AL [REDACTED]
LLA :
AL See FAD

MOD 08 Funding [REDACTED]
[REDACTED]

MOD 09

1101AB [REDACTED]
LLA :
AM See FAD Sheet

3101AB [REDACTED]
LLA :
AM See FAD Sheet

MOD 09 Funding [REDACTED]
[REDACTED]

MOD 10

1001AF [REDACTED]
LLA :
AD See FAD

1001AG [REDACTED]
LLA :
AE See FAD

1001AH [REDACTED]
LLA :
AF See FAD

1001AJ [REDACTED]
LLA :
AG See FAD

1001AK [REDACTED]
LLA :
AK See FAD

1101AC [REDACTED]
LLA :
AD See FAD

1101AD [REDACTED]
LLA :
AE See FAD

1101AE [REDACTED]
LLA :
AF See FAD

1101AF [REDACTED]
LLA :
AG See FAD

1101AG [REDACTED]
LLA :
AK See FAD

3001AF [REDACTED]
LLA :
AD See FAD

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3001AH [REDACTED]
LLA :
AF SEE FAD

3101AC [REDACTED]
LLA :
AD See FAD

MOD 10 Funding [REDACTED]
[REDACTED]

MOD 11

1101AB [REDACTED]
LLA :
AM See FAD Sheet

1101AE [REDACTED]
LLA :
AF See FAD

1101AH [REDACTED]
LLA :
AN See FAD

1101AJ [REDACTED]
LLA :
AP See FAD

3101AB [REDACTED])
LLA :
AM See FAD Sheet

3101AD [REDACTED]
LLA :
AF See FAD

3101AE [REDACTED]
LLA :
AN See FAD

MOD 11 Funding [REDACTED]
[REDACTED]

MOD 12

1101AK [REDACTED]
LLA :
AQ SEE FAD

3101AF [REDACTED]
LLA :
AQ SEE FAD

MOD 12 Funding [REDACTED]
[REDACTED]

MOD 13

1101AL [REDACTED]
LLA :
AR SEE FAD

3101AG [REDACTED]
LLA :
AR See FAD

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MOD 13 Funding [REDACTED]
[REDACTED]

MOD 14

1101AC [REDACTED]
LLA :
AD See FAD

1101AJ [REDACTED]
LLA :
AP See FAD

3101AC [REDACTED]
LLA :
AD See FAD

MOD 14 Funding [REDACTED]
[REDACTED]

MOD 15

1101AK [REDACTED]
LLA :
AQ SEE FAD

1101AL [REDACTED]
LLA :
AR SEE FAD

1101AM [REDACTED]
LLA :
AU SEE FAD

3101AF [REDACTED]
LLA :
AQ SEE FAD

3101AG [REDACTED]
LLA :
AR SEE FAD

3101AH [REDACTED]
LLA :
AU SEE FAD

MOD 15 Funding - [REDACTED]
[REDACTED]

MOD 16

1201AB [REDACTED]
LLA :
AS SEE FAD

1201AC [REDACTED]
LLA :
AT SEE FAD

MOD 16 Funding [REDACTED]
[REDACTED]

MOD 17

1201AD [REDACTED] 0
LLA :
AV SEE FAD

1201AE [REDACTED]

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LLA :
AW SEE FAD

1201AF
LLA :
AX SEE FAD

1201AG
LLA :
AY SEE FAD

1201AH
LLA :
AZ SEE FAD

3201AB
LLA :
AV SEE FAD

3201AC
LLA :
AX SEE FAD

3201AD
LLA :
AY SEE FAD

3201AE
LLA :
AZ SEE FAD

MOD 17 Funding [REDACTED]
[REDACTED]

MOD 18

1201AF
LLA :
AX SEE FAD

1201AG
LLA :
AY SEE FAD

1201AJ
LLA :
BA See FAD Sheet

1201AK
LLA :
BB See FAD Sheet

3201AC
LLA :
AX SEE FAD

3201AF
LLA :
BA See FAD Sheet

3201AG
LLA :
BB See FAD Sheet

MOD 18 Funding [REDACTED]
[REDACTED]

MOD 19

1201AG

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LLA :
AY SEE FAD

MOD 19 Funding [REDACTED]
[REDACTED]

MOD 20

1201AL [REDACTED]
LLA :
BC See FAD Sheet

MOD 20 Funding [REDACTED]
[REDACTED]

MOD 21

1101AB [REDACTED]
LLA :
AM See FAD Sheet

1101AM [REDACTED]
LLA :
AU SEE FAD

1201AK [REDACTED]
LLA :
BB See FAD Sheet

1201AM [REDACTED]
LLA :
BD See FAD Sheet

1201AN [REDACTED]
LLA :
BE See FAD Sheet

1201AP [REDACTED] 0
LLA :
BF See FAD Sheet

3101AB [REDACTED]
LLA :
AM See FAD Sheet

3101AH [REDACTED]
LLA :
AU SEE FAD

3201AG [REDACTED]
LLA :
BB See FAD Sheet

3201AH [REDACTED]
LLA :
BD See FAD Sheet

3201AJ [REDACTED]
LLA :
BE See FAD Sheet

MOD 21 Funding [REDACTED]
[REDACTED]

MOD 22

1201AE [REDACTED]
LLA :
AW SEE FAD

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MOD 22 Funding [REDACTED]
[REDACTED]

MOD 23

1201AD [REDACTED]
LLA :
AV SEE FAD

1201AG [REDACTED]
LLA :
AY SEE FAD

1201AJ [REDACTED]
LLA :
BA See FAD Sheet

1301AB [REDACTED]
LLA :
BG See FAD Sheet

1301AC [REDACTED]
LLA :
BH SEE FAD

3201AB [REDACTED]
LLA :
AV SEE FAD

3201AD [REDACTED]
LLA :
AY SEE FAD

3201AF [REDACTED]
LLA :
BA See FAD Sheet

MOD 23 Funding [REDACTED]
[REDACTED]

MOD 24

1201AF [REDACTED]
LLA :
AX SEE FAD

1201AH [REDACTED]
LLA :
AZ SEE FAD

1201AM [REDACTED]
LLA :
BD See FAD Sheet

1301AB [REDACTED]
LLA :
BG See FAD Sheet

1301AC [REDACTED]
LLA :
BH SEE FAD

1301AD [REDACTED]
LLA :
BJ See FAD Sheet

1301AE [REDACTED]
LLA :
BK See FAD Sheet

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3201AC [REDACTED])
 LLA :
 AX SEE FAD

3201AE [REDACTED]
 LLA :
 AZ SEE FAD

3201AH [REDACTED])
 LLA :
 BD See FAD Sheet

3301AB [REDACTED]
 LLA :
 BG See FAD Sheet

3301AC [REDACTED]
 LLA :
 BH See FAD Sheet

3301AE [REDACTED]
 LLA :
 BK See FAD Sheet

MOD 24 Funding [REDACTED]
 [REDACTED]

MOD 25

1301AE [REDACTED])
 LLA :
 BK See FAD Sheet

1301AF [REDACTED]
 LLA :
 BL See FAD Sheet

3301AE [REDACTED]
 LLA :
 BK See FAD Sheet

3301AF [REDACTED]
 LLA :
 BL See FAD Sheet

MOD 25 Funding 0.00
 Cumulative Funding [REDACTED]

MOD 26

1301AB [REDACTED]
 LLA :
 BG See FAD Sheet

1301AG [REDACTED]
 LLA :
 BM See FAD Sheet

3301AB [REDACTED]
 LLA :
 BG See FAD Sheet

3301AG [REDACTED]
 LLA :
 BM SEE FAD

MOD 26 Funding [REDACTED]
 [REDACTED]

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MOD 27

1301AB
LLA :
BG See FAD Sheet

1301AC
LLA :
BH SEE FAD

1301AG
LLA :
BM See FAD Sheet

1301AH
LLA :
BN See FAD Sheet

1301AJ
LLA :
BP See FAD Sheet

3301AC
LLA :
BH See FAD Sheet

3301AG
LLA :
BM SEE FAD

3301AJ
LLA :
BP See FAD Sheet

MOD 27 Funding [REDACTED]
[REDACTED]

MOD 28

1301AK
LLA :
BQ See FAD Sheet

MOD 28 Funding [REDACTED]
[REDACTED]

MOD 29

1401AB
LLA :
BP See FAD Sheet

1401AC
LLA :
BH See FAD Sheet

3401AB
LLA :
BP See FAD Sheet

MOD 29 Funding [REDACTED]
[REDACTED]

MOD 30

1401AD 1300143149
LLA :
BR 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000349455

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CIN 130014314900001

1401AE 1300143149 [REDACTED]
 LLA :
 BS 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A10000349455
 CIN 130014314900002

1401AF 1300143149 [REDACTED]
 LLA :
 BT 1701319 X5RE 255 00039 0 050120 2D 000000 COST CODE: A20000349455
 CIN 130014314900003

1401AG 1300143149 [REDACTED]
 LLA :
 BU 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: A30000349455
 CIN 130014314900004

1401AH 1300143149 [REDACTED]
 LLA :
 BV 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: A40000349455
 CIN 130014314900005

3401AC 1300143149 [REDACTED]
 LLA :
 BR 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000349455
 CIN 130014314900001

3401AD 1300143149 [REDACTED]
 LLA :
 BS 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A10000349455
 CIN 130014314900002

MOD 30 Funding [REDACTED]
 [REDACTED]

MOD 31

1401AJ 1300147918 [REDACTED]
 LLA :
 BW 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: A00000383451
 CIN 130014791800001

1401AK 1300147918 [REDACTED]
 LLA :
 BX 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000383451
 CIN 130014791800002

1401AL 1300147918 [REDACTED]
 LLA :
 BY 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A20000383451
 CIN 130014791800003

1401AM 1300147918 [REDACTED]
 LLA :
 BZ 1701319 X4EE 255 00039 0 050120 2D 000000 COST CODE: A30000383451
 CIN 130014791800004

1401AN 1300147918 [REDACTED]
 LLA :
 CA 1701319 X5RE 255 00039 0 050120 2D 000000 COST CODE: A40000383451
 CIN 130014791800005

1401AP 1300147918 [REDACTED]
 LLA :
 CB 1701319 X5RE 255 00039 0 050120 2D 000000 COST CODE: A50000383451
 CIN 130014791800006

1401AQ 1300147918 [REDACTED]
 LLA :
 CC 1701319 X7KP 255 00039 0 050120 2D 000000 COST CODE: A60000383451
 CIN 130014791800007

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1401AR 1300147918 [REDACTED]
 LLA :
 CD 1701319 X544 255 00039 0 050120 2D 000000 COST CODE: A70000383451
 CIN 130014791800008

1401AS 1300147918 [REDACTED]
 LLA :
 CE 1701319 X5RE 255 00039 0 050120 2D 000000 COST CODE: A80000383451
 CIN 130014791800009

1401AT 1300147918 [REDACTED]
 LLA :
 CF 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A90000383451
 CIN 130014791800013

1401AU 1300147918 [REDACTED]
 LLA :
 CG 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: B00000383451
 CIN 130014791800015

3401AE 1300147918 [REDACTED]
 LLA :
 BY 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A20000383451
 CIN 130014791800010

3401AF 1300147918 [REDACTED] 0
 LLA :
 CE 1701319 X5RE 255 00039 0 050120 2D 000000 COST CODE: A80000383451
 CIN 130014791800011

3401AG 1300147918 [REDACTED]
 LLA :
 CC 1701319 X7KP 255 00039 0 050120 2D 000000 COST CODE: A60000383451
 CIN 130014791800012

3401AH 1300147918 [REDACTED]
 LLA :
 CF 1701319 54PW 255 00039 0 050120 2D 000000 COST CODE: A90000383451
 CIN 130014791800014

MOD 31 Funding [REDACTED]
 [REDACTED]

MOD 32

1401AS 1300147918 [REDACTED]
 LLA :
 CE 1701319 X5RE 255 00039 0 050120 2D 000000 COST CODE: A80000383451
 CIN 130014791800009

1401AV 1300161008 [REDACTED]
 LLA :
 CH 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000465659
 CIN 130016100800001

1401AW 1300161008 [REDACTED]
 LLA :
 CJ 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: A10000465659
 CIN 130016100800002

1401AX 1300161008 [REDACTED]
 LLA :
 CK 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: A20000465659
 CIN 130016100800003

1401AY 1300161008 [REDACTED]
 LLA :
 CL 1710111319 E627 255 MRM14 0 068342 2D 980060 COST CODE: 530390001000
 Standard Number: OCF DOC# N4814210RXCE960
 CIN 130016100800004

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3401AF 1300147918 [REDACTED])
 LLA :
 CE 1701319 X5RE 255 00039 0 050120 2D 000000 COST CODE: A80000383451
 CIN 130014791800011

MOD 32 Funding [REDACTED]
 [REDACTED]

MOD 33

1401AV 1300161008 ([REDACTED])
 LLA :
 CH 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A00000465659
 CIN 130016100800001

1401AW 1300161008 [REDACTED]
 LLA :
 CJ 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: A10000465659
 CIN 130016100800002

1401AX 1300161008 [REDACTED]
 LLA :
 CK 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: A20000465659
 CIN 130016100800003

1401AY 1300161008 [REDACTED]
 LLA :
 CL 1710111319 E627 255 MRM14 0 068342 2D 980060 COST CODE: 530390001000
 Standard Number: OCF DOC# N4814210RXCE960
 CIN 130016100800004

MOD 33 Funding - [REDACTED]
 [REDACTED]

MOD 34

450101 1300178254 [REDACTED]
 LLA :
 CM 1701804 5FIT 252 00039 0 050120 2D 000000 COST CODE: A00000561375
 CIN 130017825400001

450102 1300178254 [REDACTED]
 LLA :
 CN 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A10000561375
 CIN 130017825400002

450103 1300178254 [REDACTED]
 LLA :
 CP 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A20000561375
 CIN 130017825400003

450104 1300178254 [REDACTED]
 LLA :
 CL 1710111319 E627 255 MRM14 0 068342 2D 980060 COST CODE: 530390001000
 Standard Number: OCF DOC# N4814210RXCE960
 CIN 130017825400004

650101 1300178254 [REDACTED]
 LLA :
 CL 1710111319 E627 255 MRM14 0 068342 2D 980060 COST CODE: 530390001000
 Standard Number: OCF DOC# N4814210RXCE960
 CIN 130017825400005

650102 1300178254 [REDACTED]
 LLA :
 CP 1701804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A20000561375
 CIN 130017825400006

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MOD 34 Funding [REDACTED]
[REDACTED]

MOD 35

450105 1300188416 [REDACTED]

LLA :

CQ 1710111319 E627 255 MRM14 0 068342 2D 980060 COST CODE: 530390001000

CIN 130018841600001

OCF Doc # N481421ORXCE960

MOD 35 Funding [REDACTED]
[REDACTED]

MOD 36

450106 1300192922 [REDACTED]

LLA :

CR 1710111319 E627 255 MRM14 0 068342 2D 980060 COST CODE: 530390001000

CIN 130019292200001

Doc Ref #: N481421ORXCE960

MOD 36 Funding [REDACTED]
[REDACTED]

MOD 37

1201AN [REDACTED]

LLA :

BE See FAD Sheet

(Deobligate \$773.52 per PR 1300324816 mod 37)

3201AJ [REDACTED]

LLA :

BE See FAD Sheet

MOD 37 Funding - [REDACTED]
[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

H-2 DATA RIGHTS (RESTATED FROM BASIC CONTRACT)

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

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

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

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

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:

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(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).

(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

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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.

(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.

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(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 252.227-7018(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 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-7 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.

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(6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).

(7) Program review Proposals.

(8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).

(9) Proposed Military Department Program Reductions (or Program Offsets).

(10) Tentative Issue Decision Memoranda.

(11) Program Decision Memoranda.

(12) Budgeting Phase.

(13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).

(14) Classified P1, R1 and C1.

(15) Program Budget Decisions and Defense Management Report Decisions.

(16) Reports Generated by the Automated Budget Review System (BRS).

(17) DD 1414 Base for Reprogramming.

(18) DD 1416 Report of Programs.

(19) Contract Award Reports.

(20) Congressional Data Sheets.

(21) Any other data or information identified by the Government as PPBS data or information.

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

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

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting 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

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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 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.

I-2 CLAUSES INCORPORATED BY REFERENCE

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

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SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - Performance Work Statement

Attachment No. 2 - Contract Data Requirements List

CDRL MSR Attachment 1

CDRL MSR Attachment 2

CDRL MSR Attachment 3

Attachment No. 3a - DD254

Attachment No. 3b - DD254

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

Attachment No. 5 - Financial Accounting Data (FAD) Sheet - MOD 01

Attachment No. 6 - Financial Accounting Data (FAD) Sheet - MOD 02

Attachment No. 7 - Financial Accounting Data (FAD) Sheet - MOD 03

Attachment No. 8 - Financial Accounting Data (FAD) Sheet - MOD 04

Attachment No. 9 - Financial Accounting Data (FAD) Sheet - MOD 05

Attachment No. 10 - Financial Accounting Data (FAD) Sheet - MOD 06

Attachment No. 11 - Financial Accounting Data (FAD) Sheet - MOD 07

Attachment No. 12 - Financial Accounting Data (FAD) Sheet - MOD 08

Attachment No. 13 - Financial Accounting Data (FAD) Sheet - MOD 09

Attachment No. 14 - Financial Accounting Data (FAD) Sheet - MOD 10

Attachment No. 15 - Financial Accounting Data (FAD) Sheet - MOD 11

Attachment No. 16 - Financial Accounting Data (FAD) Sheet - MOD 12

Attachment No. 17 - Financial Accounting Data (FAD) Sheet - MOD 13

Attachment No. 18 - Financial Accounting Data (FAD) Sheet - MOD 14

Attachment No. 19 - Financial Accounting Data (FAD) Sheet - MOD 15

Attachment No. 20 - Financial Accounting Data (FAD) Sheet - MOD 16

Attachment No. 21 - Financial Accounting Data (FAD) Sheet - MOD 17

Attachment No. 22 - Financial Accounting Data (FAD) Sheet - MOD 18

Attachment No. 23 - Financial Accounting Data (FAD) Sheet - MOD 19

Attachment No. 24 - Financial Accounting Data (FAD) Sheet - MOD 20

Attachment No. 25 - Financial Accounting Data (FAD) Sheet - MOD 21

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Attachment No. 26 - Financial Accounting Data (FAD) Sheet - MOD 22

Attachment No. 27 - Financial Accounting Data (FAD) Sheet - MOD 23

Attachment No. 28 - Financial Accounting Data (FAD) Sheet - MOD 24

Attachment No. 29 - Financial Accounting Data (FAD) Sheet - MOD 25

Attachment No. 30 - Financial Accounting Data (FAD) Sheet - MOD 26

Attachment No. 31 - Financial Accounting Data (FAD) Sheet - MOD 27

Attachment No. 32 - Financial Accounting Data (FAD) Sheet - MOD 28

Attachment No. 33 - Financial Accounting Data (FAD) Sheet - MOD 29