

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>	1. CONTRACT ID CODE	PAGE OF PAGES	
	U	1	2

2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 05-Sep-2013	4. REQUISITION/PURCHASE REQ. NO. 1300370363	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00039	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

SPAWAR HQ  
4301 Pacific Highway  
San Diego CA 92110  
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DCMA Manassas  
10500 BATTLEVIEW PARKWAY, SUITE 200  
MANASSAS VA 20109-2342

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-NS08
	10B. DATED (SEE ITEM 13) 01-Sep-2006
CAGE CODE 5UTP8	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 42.302(b)(4)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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) Janet G. Gilbert, Contract Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David J Chesnut, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Janet G. Gilbert (Signature of person authorized to sign)	15C. DATE SIGNED 16-Sep-2013	16B. UNITED STATES OF AMERICA BY /s/David J Chesnut (Signature of Contracting Officer)	16C. DATE SIGNED 16-Sep-2013

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

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## GENERAL INFORMATION

The purpose of this modification is to deobligate funds excess to known contract requirements, as follows:

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$4,120,250.00 by \$194,000.00 to \$3,926,250.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
440115	SCN	26,000.00	(26,000.00)	0.00
440116	SCN	13,000.00	(13,000.00)	0.00
440117	SCN	20,000.00	(20,000.00)	0.00
440118	SCN	21,100.00	(21,100.00)	0.00
440119	SCN	25,000.00	(25,000.00)	0.00
440120	SCN	25,000.00	(25,000.00)	0.00
440121	SCN	27,000.00	(27,000.00)	0.00
440122	RDT&E	215,000.00	(33,000.00)	182,000.00
640103	RDT&E	10,000.00	(3,900.00)	6,100.00

The total value of the order is hereby increased from \$8,177,562.00 by \$0.00 to \$8,177,562.00.

Sections B and G are updated accordingly.

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

All other terms and conditions remain unchanged.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
1001	AC64	PMW 160 Automated Digital Network System (ADNS) Program -- New Ship Construction Engineering and Technical Support Services (TBD)	1.0	LO	\$592,376.00	\$36,614.00	\$628,990.00
100101	AC64	ACRN AA (RDT&E)					
100102	AC64	ACRN AB (RDT&E)					
100103	AC64	ACRN AC (RDT&E)					
100104	AC64	ACRN AD (RDT&E)					
100105	AC64	ACRN AE (RDT&E)					
100106	AC64	ACRN AF (SCN)					
100107	AC64	ACRN AG (SCN)					
100108	AC64	ACRN AH (SCN)					
100109	AC64	ACRN AJ (SCN)					
100110	AC64	ACRN AK (NDSF)					
100111	AC64	ACRN AL (NDSF)					
100112	AC64	ACRN AM (NDSF)					
100113	AC64	ACRN AN (NDSF)					
100114	AC64	ACRN AP (NDSF)					
100115	AC64	ACRN AQ (NDSF)					
1101	AC64	PMW 160 Automated Digital Network System (ADNS) Program -- New Ship Construction Engineering and Technical Support Services (TBD)	1.0	LO	\$1,954,052.00	\$119,835.00	\$2,073,887.00

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110101	AC64	ACRN AC (RDT&E)					
110102	AC64	ACRN AM (NDSF)					
110103	AC64	ACRN AN (NDSF)					
110104	AC64	ACRN AR (RDT&E)					
110105	AC64	ACRN AS (RDT&E)					
110106	AC64	ACRN AT (SCN)					
110107	AC64	ACRN AU (SCN)					
110108	AC64	ACRN AV (SCN)					
110109	AC64	ACRN AW (SCN)					
110110	AC64	ACRN AX (SCN)					
110111	AC64	ACRN AY (SCN)					
110112	AC64	ACRN AZ (SCN)					
110113	AC64	ACRN BA (NDSF)					
110114	AC64	ACRN AA (RDT&E)					
110115	AC64	ACRN AG (SCN)					
110116	AC64	ACRN AH (SCN)					
110117	AC64	ACRN AJ (SCN)					
110118	AC64	ACRN AK (NDSF)					
110119	AC64	ACRN AL (NDSF)					
110120	AC64	ACRN AP (NDSF)					
110121	AC64	ACRN AQ (NDSF)					
110122	AC64	ACRN BB (RDT&E)					
110123	AC64	ACRN BC (RDT&E)					
110124	AC64	ACRN BD (RDT&E)					
110125	AC64	ACRN BE (SCN)					
110126	AC64	ACRN BF (SCN)					
1201	AC64	PMW 160 Automated Digital Network System (ADNS) Program -- New Ship Construction Engineering and	1.0	LO	\$2,009,606.00	\$123,048.00	\$2,132,654.00

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Technical Support  
Services (TBD)

- 120101 AC64 ACRN AU (SCN)
- 120102 AC64 ACRN AX (SCN)
- 120103 AC64 ACRN AY (SCN)
- 120104 AC64 ACRN AZ (SCN)
- 120105 AC64 ACRN BB (RDT&E)
- 120106 AC64 ACRN BE (SCN)
- 120107 AC64 ACRN BF (SCN)
- 120108 AC64 ACRN BG (SCN)
- 120109 AC64 ACRN BH (SCN)
- 120110 AC64 ACRN BJ (SCN)
- 120111 AC64 ACRN BK (SCN)
- 120112 AC64 ACRN BL (SCN)
- 120113 AC64 ACRN BM (NDSF)
- 120114 AC64 ACRN BN (RDT&E)
- 120115 AC64 ACRN BP (SCN)
- 120116 AC64 ACRN BQ (SCN)
- 120117 AC64 ACRN BR (SCN)
- 120118 AC64 ACRN BS (SCN)
- 120119 AC64 ACRN BT (SCN)
- 120120 AC64 ACRN BU (SCN)
- 120121 AC64 ACRN BV (SCN)
- 120122 AC64 ACRN BW (OTHER)
- 120123 AC64 ACRN BX (RDT&E)

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
3001	AC64	PMW 160 Automated Digital Network System (ADNS)	1.0	LO	\$9,664.00

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Program -- New  
Ship Construction  
Engineering and  
Technical Support  
Services ODCs -  
Non-Fee Bearing;  
G&A Added Only  
(TBD)

300101 AC64 ACRN AQ (NDSF)

3101 AC64 PMW 160 Automated 1.0 LO \$33,000.00  
Digital Network  
System (ADNS)  
Program -- New  
Ship Construction  
Engineering and  
Technical Support  
Services ODCs -  
Non-Fee Bearing;  
G&A Added Only  
(TBD)

310101 AC64 ACRN BC (RDT&E)

3201 AC64 PMW 160 Automated 1.0 LO \$38,000.00  
Digital Network  
System (ADNS)  
Program -- New  
Ship Construction  
Engineering and  
Technical Support  
Services ODCs -  
Non-Fee Bearing;  
G&A Added Only  
(TBD)

320101 AC64 ACRN BB (RDT&E)

320102 AC64 ACRN BX (RDT&E)

320103 AC64 ACRN CB (SCN)

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	---	---	-----	-----	-----
4301	AC64	PMW 160 Automated Digital Network System (ADNS) Program -- New Ship Construction Engineering and Technical Support Services (TBD)	1.0	LO	\$2,066,567.00	\$126,330.00	\$2,192,897.00

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430101	AC64	ACRN BP (SCN)					
430102	AC64	ACRN BW (OTHER)					
430103	AC64	ACRN BY (SCN)					
430104	AC64	ACRN BZ (SCN)					
430105	AC64	ACRN CA (RDT&E)					
430106	AC64	ACRN CB (SCN)					
430107	AC64	ACRN CC (SCN)					
430108	AC64	ACRN CD (SCN)					
430109	AC64	ACRN CE (SCN)					
430110	AC64	ACRN CF (SCN)					
430111	AC64	ACRN CG (SCN)					
430112	AC64	ACRN CH (SCN)					
430113	AC64	ACRN CJ (SCN)					
430114	AC64	ACRN CK (SCN)					
430115	AC64	ACRN CL (SCN)					
430116	AC64	ACRN CM (SCN)					
430117	AC64	ACRN CN (NDSF)					
430118	AC64	ACRN CP (NDSF)					
4401	AC64	PMW 160 Automated Digital Network System (ADNS) Program -- New Ship Construction Engineering and Technical Support Services (TBD)	1.0	LO	\$928,794.00	\$55,676.00	\$984,470.00
440101	AC64	ACRN CQ (OTHER)					
440102	AC64	ACRN CR (SCN)					
440103	AC64	ACRN CS (SCN)					
440104	AC64	ACRN CT (SCN)					
440105	AC64	ACRN CT (SCN)					
440106	AC64	ACRN CU (NDSF)					
440107	AC64	ACRN CV (NDSF)					

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- 440108 AC64 ACRN CW (NDSF)
- 440109 AC64 ACRN CX (NDSF)
- 440110 AC64 ACRN CY (NDSF)
- 440111 AC64 ACRN CZ (NDSF)
- 440112 AC64 ACRN DA (NDSF)
- 440113 AC64 ACRN DB (OTHER)
- 440114 AC64 ACRN DC (RDT&E)
- 440115 AC64 ACRN DD (SCN)
- 440116 AC64 ACRN DE (SCN)
- 440117 AC64 ACRN DF (SCN)
- 440118 AC64 ACRN DG (SCN)
- 440119 AC64 ACRN DH (SCN)
- 440120 AC64 ACRN DJ (SCN)
- 440121 AC64 ACRN DK (SCN)
- 440122 AC64 ACRN DL (RDT&E)

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
6301	AC64	PMW 160 Automated Digital Network System (ADNS) Program -- New Ship Construction Engineering and Technical Support Services ODCs - Non-Fee Bearing; G&A Added Only (TBD)	1.0	LO	\$33,000.00
630101	AC64	ACRN CB (SCN)			
6401	AC64	PMW 160 Automated Digital Network System (ADNS) Program -- New Ship Construction Engineering and Technical Support	1.0	LO	\$51,000.00



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Services ODCs -  
Non-Fee Bearing;  
G&A Added Only  
(TBD)

640101 AC64 ACRN CQ (OTHER)

640102 AC64 ACRN DB (OTHER)

640103 AC64 ACRN DL (RDT&E)

## B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this Order.

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

(a) Total Estimated Hours.

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

CLIN 1001 7,284

CLIN 1101 22,134

CLIN 1201 22,134

CLIN 4301 22,134

CLIN 4401 7,378

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

CLIN 1001 N/A

CLIN 1101 N/A

CLIN 1201 N/A

CLIN 4301 N/A

CLIN 4401 N/A

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(b) Computation of Fee.

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

(c) Modifications.

If the Contracting Officer determines, for any reason, to adjust the estimated number of direct labor hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional hours to determine a new payment of fee rate (applicable to the additional hours only). If the payment of fee rate for the additional hours is different from the payment of fee rate for the original hours, the additional hours shall be kept separate from the original hours. The Contracting Officer may increase the estimated cost of the task order due to cost overruns (no additional hours required). Such increase in estimated cost is non-fee bearing.

(d) Payment of Fee.

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

CLIN 1001 \$5.0266

CLIN 1101 \$5.4141

CLIN 1201 \$5.5592

CLIN 4301 \$5.7075

CLIN 4401 \$7.5462

per direct labor hour invoiced by the Contractor subject to the basic contract's "Fixed Fee" clause, provided that after payment of 85 percent of the fixed fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the total fixed fee or \$100,000, whichever is less. Any balance of fixed fee shall be paid to the Contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

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

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

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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 FAR Clause 52.216-8, Fixed Fee, are as follows:

ITEM(S)	ALLOTTED TO FIXED FEE
1001	\$22,353
1101	\$68,010
1201	\$54,230
4301	\$36,236
4401	\$37,918

(c) The amounts presently available and allotted to this contract for payment of cost, subject to FAR Clause 52.232-20 or 52.232-22 and the period of performance such allotted amounts are estimated to cover are as follows:

ITEM(S)	ALLOTTED TO COST	PERIOD OF PERFORMANCE
1001	\$ 361,666	SEPTEMBER 01, 2006 - JANUARY 31, 2007
3001	\$ 9,664	SEPTEMBER 01, 2006 - JANUARY 31, 2007
1101	\$1,108,986	FEBRUARY 01, 2007 - JANUARY 31, 2008
3101	\$ 33,000	FEBRUARY 01, 2007 - JANUARY 31, 2008
1201	\$ 880,770	FEBRUARY 01, 2008 - JANUARY 31, 2009
3201	\$ 38,000	FEBRUARY 01, 2008 - JANUARY 31, 2009
4301	\$ 592,764	FEBRUARY 01, 2009 - JANUARY 31, 2010
6301	\$ 33,000	FEBRUARY 01, 2009 - JANUARY 31, 2010
4401	\$ 632,552	FEBRUARY 01, 2010 - JANUARY 31, 2011
6401	\$ 17,100	FEBRUARY 01, 2010 - JANUARY 31, 2011

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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 period of performance such allotted amounts are estimated 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 # 2, Performance Work Statement (PWS) and Attachment # 3, 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.

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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 Attachment # 4, DD Form 254, 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 SPAWAR Security Officer.

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

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

Name of Holiday	Time of Observance
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be

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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.

(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:

1001	9/1/2006 - 1/31/2007
1101	2/1/2007 - 1/31/2008
1201	2/1/2008 - 1/31/2009
3001	9/1/2006 - 1/31/2007
3101	2/1/2007 - 1/31/2008
3201	2/1/2008 - 1/31/2009
4301	2/1/2009 - 1/31/2010
4401	2/1/2010 - 1/31/2011
6301	2/1/2009 - 1/31/2010
6401	2/1/2010 - 1/31/2011

### F-1 PERIODS OF PERFORMANCE (DEC 1999)

The period of performance of this task order is as follows:

#### BASE PERIOD

1001/3001 September 1, 2006 through January 31, 2007

#### OPTION PERIOD ONE

1101/3101 February 1, 2007 through January 31, 2008

#### OPTION PERIOD TWO

1201/3201 February 1, 2008 through January 31, 2009

#### OPTION PERIOD THREE

4301/6301 February 1, 2009 through January 31, 2010

#### OPTION PERIOD FOUR

4401/6401 February 1, 2010 through January 31, 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 in 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.

NOTE: Due to funding limitations/constraints, costs cannot be incurred against the following ACRNs beyond the date specified:

ACRN	DATE
AA	September 30, 2007
AB	September 30, 2006

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AC September 30, 2007

AD September 30, 2007

AR September 30, 2007

DB September 30, 2010

Accordingly, the contractor shall bill costs first against ACRN AB until its funded amount is exhausted, then against ACRNs AA, AC, AD and AR until their funded amounts are exhausted, then against remaining ACRNs in descending order, or as otherwise directed by the Task Order Manager.

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

This is a cost-plus-fixed-fee (CPFF) term type task order.

#### G-4 TASK ORDER MANAGER

The Task Order Manager for this task order is:

Name: Brian Miller

Code: PMW 160

Address: 4301 Pacific Highway, Bldg. OT-4, San Diego, CA 92110-3127

Phone: (858) 537-8874

E-Mail: [brian.miller5@navy.mil](mailto:brian.miller5@navy.mil)

#### G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this task order is:

Name: CDR Brad Veting

Code: SPAWAR 2.0B

Address: 4301 Pacific Highway, Bldg. OT-4, San Diego, CA 92110-3127

Phone: (619) 524-7598

E-Mail: [brad.vetting@navy.mil](mailto:brad.vetting@navy.mil)

#### Accounting Data

SLINID	PR Number	Amount
100101		10000.00
LLA :		
AA See FAD		
100102		41000.00
LLA :		
AB See FAD		

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100103	77790.00
LLA :	
AC See FAD	
100104	65000.00
LLA :	
AD See FAD	
100105	3000.00
LLA :	
AE See FAD	
100106	39000.00
LLA :	
AF See FAD	
100107	34000.00
LLA :	
AG See FAD	
100108	11400.00
LLA :	
AH See FAD	
100109	49000.00
LLA :	
AJ See FAD	
100110	10000.00
LLA :	
AK See FAD	
100111	10000.00
LLA :	
AL See FAD	
100112	72000.00
LLA :	
AM See FAD	
100113	72000.00
LLA :	
AN See FAD	
100114	72000.00
LLA :	
AP See FAD	
100115	62800.00
LLA :	
AQ See FAD	
300101	9200.00
LLA :	
AQ See FAD	

BASE Funding 638190.00  
Cumulative Funding 638190.00

MOD 02

110101	49287.00
LLA :	
AC See FAD	
110102	55509.00
LLA :	
AM See FAD	
110103	11000.00
LLA :	

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AN See FAD

110104 29926.00  
LLA :  
AR See FAD

110105 10000.00  
LLA :  
AS See FAD

110106 60000.00  
LLA :  
AT See FAD

110107 75000.00  
LLA :  
AU See FAD

110108 60000.00  
LLA :  
AV See FAD

110109 12000.00  
LLA :  
AW See FAD

110110 25000.00  
LLA :  
AX See FAD

110111 55000.00  
LLA :  
AY See FAD

110112 12000.00  
LLA :  
AZ See FAD

110113 10000.00  
LLA :  
BA See FAD

MOD 02 Funding 464722.00  
Cumulative Funding 1102912.00

MOD 03

100101 (6935.00)  
LLA :  
AA See FAD

100102 (1232.00)  
LLA :  
AB See FAD

100103 (35940.00)  
LLA :  
AC See FAD

100104 (737.00)  
LLA :  
AD See FAD

100105 (3000.00)  
LLA :  
AE See FAD

100107 (16997.00)  
LLA :  
AG See FAD

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100108 LLA : AH See FAD	( 2532.00 )
100109 LLA : AJ See FAD	( 24592.00 )
100110 LLA : AK See FAD	( 1387.00 )
100111 LLA : AL See FAD	( 10000.00 )
100112 LLA : AM See FAD	( 5409.00 )
100113 LLA : AN See FAD	( 64365.00 )
100114 LLA : AP See FAD	( 63867.00 )
100115 LLA : AQ See FAD	( 62740.00 )
110101 LLA : AC See FAD	35940.00
110102 LLA : AM See FAD	5409.00
110103 LLA : AN See FAD	64365.00
110104 LLA : AR See FAD	737.00
110105 LLA : AS See FAD	( 10000.00 )
110114 LLA : AA See FAD ACRN AA	6935.00
110115 LLA : AG See FAD	16997.00
110116 LLA : AH See FAD	2532.00
110117 LLA : AJ See FAD	24592.00
110118 LLA : AK See FAD	1387.00

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110119 10000.00  
LLA :  
AL See FAD

110120 63867.00  
LLA :  
AP See FAD

110121 62276.00  
LLA :  
AQ See FAD

110122 10000.00  
LLA :  
BB See FAD

110123 66000.00  
LLA :  
BC See FAD

300101 464.00  
LLA :  
AQ See FAD

310101 22000.00  
LLA :  
BC See FAD

MOD 03 Funding 83768.00  
Cumulative Funding 1186680.00

MOD 04

110104 20000.00  
LLA :  
AR See FAD

110111 26000.00  
LLA :  
AY See FAD

110115 36000.00  
LLA :  
AG See FAD

110124 58000.00  
LLA :  
BD See FAD

110125 24000.00  
LLA :  
BE See FAD

110126 23000.00  
LLA :  
BF See FAD

MOD 04 Funding 187000.00  
Cumulative Funding 1373680.00

MOD 05

100112 5000.00  
LLA :  
AM See FAD

100113 45551.00  
LLA :  
AN See FAD



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100114 4211.00  
 LLA :  
 AP See FAD

110102 (5000.00)  
 LLA :  
 AM See FAD

110103 (45551.00)  
 LLA :  
 AN See FAD

110120 (4211.00)  
 LLA :  
 AP See FAD

110123 (11000.00)  
 LLA :  
 BC See FAD

310101 11000.00  
 LLA :  
 BC See FAD

MOD 05 Funding 0.00  
 Cumulative Funding 1373680.00

MOD 06

110111 70000.00  
 LLA :  
 AY See FAD

110112 12000.00  
 LLA :  
 AZ See FAD

110124 59000.00  
 LLA :  
 BD See FAD

MOD 06 Funding 141000.00  
 Cumulative Funding 1514680.00

MOD 07

110115 78000.00  
 LLA :  
 AG See FAD

110120 11000.00  
 LLA :  
 AP See FAD

120101 25000.00  
 LLA :  
 AU See FAD

120102 25000.00  
 LLA :  
 AX See FAD

120103 27000.00  
 LLA :  
 AY See FAD

120104 24000.00  
 LLA :  
 AZ See FAD



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120119	5000.00
LLA :	
BT See FAD	
120120	63000.00
LLA :	
BU See FAD	
120121	20000.00
LLA :	
BV See FAD	
120122	138000.00
LLA :	
BW See FAD	
120123	162000.00
LLA :	
BX See FAD	
320102	13000.00
LLA :	
BX See FAD	
MOD 09 Funding 478500.00	
Cumulative Funding 2571680.00	
MOD 10	
320103	5000.00
LLA :	
CB See FAD	
430101	25000.00
LLA :	
BP See FAD	
430102	177000.00
LLA :	
BW See FAD	
430103	20000.00
LLA :	
BY See FAD	
430104	25000.00
LLA :	
BZ See FAD	
430105	10000.00
LLA :	
CA See FAD	
430106	12000.00
LLA :	
CB See FAD	
430107	25000.00
LLA :	
CC See FAD	
430108	25000.00
LLA :	
CD See FAD	
430109	20000.00
LLA :	
CE See FAD	
430110	25000.00

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LLA :  
CF See FAD

630101 33000.00

LLA :  
CB See FAD

MOD 10 Funding 402000.00  
Cumulative Funding 2973680.00

MOD 11

430111 105000.00

LLA :  
CG See FAD

430112 13000.00

LLA :  
CH See FAD

430113 5000.00

LLA :  
CJ See FAD

430114 11000.00

LLA :  
CK See FAD

430115 30000.00

LLA :  
CL See FAD

430116 20000.00

LLA :  
CM See FAD

430117 11000.00

LLA :  
CN See FAD

430118 70000.00

LLA :  
CP See FAD

MOD 11 Funding 265000.00  
Cumulative Funding 3238680.00

MOD 12

440101 118000.00

LLA :  
CQ 7008120613 222R 099 00052 B Z51800 10 070509 2531NSCDEF Z51800  
CIN 130014471200001

640101 11000.00

LLA :  
CQ 7008120613 222R 099 00052 B Z51800 10 070509 2531NSCDEF Z51800  
CIN 130014471200001

MOD 12 Funding 129000.00  
Cumulative Funding 3367680.00

MOD 13 Funding 0.00  
Cumulative Funding 3367680.00

MOD 14

440102 22129.00

LLA :

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CR 1706101811 1281 252 3ZWUL 0 068342 2D 000000 20130400006A  
CIN 130015412100001

440103 79341.00  
LLA :  
CS 1706101811 1281 252 3ZWUL 0 068342 2D 000000 20131400015C  
CIN 130015412100002

440104 41000.00  
LLA :  
CT 1707111811 1388 252 3ZWCL 0 068342 2D 000000 20101400009B  
CIN 130015412100003

440105 11000.00  
LLA :  
CT 1707111811 1388 252 3ZWCL 0 068342 2D 000000 20101400009B  
CIN 130015412100004

440106 11000.00  
LLA :  
CU 17X4557 1G10 252 3Z325 068342 2D 000000 23198400002R  
CIN 130015412100005

440107 10000.00  
LLA :  
CV 17X4557 1H10 252 3Z325 068342 2D 000000 23199400001R  
CIN 130015412100006

440108 10000.00  
LLA :  
CW 17X4557 1K10 252 3Z325 0 068342 2D 000000 23602400001R  
CIN 130015412100007

440109 38000.00  
LLA :  
CX 17X4557 1L10 252 3Z325 068342 2D 000000 23726400003N  
CIN 130015412100008

440110 38000.00  
LLA :  
CY 17X4557 1L10 252 3Z325 068342 2D 000000 29001400004N  
CIN 130015412100009

440111 43000.00  
LLA :  
CZ 17X4557 1M10 252 3Z325 0 068342 2D 000000 29002400002K  
CIN 130015412100010

440112 38000.00  
LLA :  
DA 17X4557 1M10 252 3Z325 0 068342 2D 000000 29003400003K  
CIN 130015412100011

MOD 14 Funding 341470.00  
Cumulative Funding 3709150.00

MOD 15

440113 1300173679 525000.00  
LLA :  
DB 9790400 2520 09 BM 2520 40603909C00 255Y MD9D248R1C8263 920859 S12135  
CIN 130017367900001  
MIPR MD9D248R1C8263

640102 1300173679 40000.00  
LLA :  
DB 9790400 2520 09 BM 2520 40603909C00 255Y MD9D248R1C8263 920859 S12135  
CIN 130017367900001  
MIPR MD9D248R1C8263

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MOD 15 Funding 565000.00  
Cumulative Funding 4274150.00

MOD 16

440113 1300173679 (506000.00)  
LLA :  
DB 9790400 2520 09 BM 2520 40603909C00 255Y MD9D248R1C8263 920859 S12135  
CIN 130017367900001  
MIPR MD9D248R1C8263

440114 1300177396 10000.00  
LLA :  
DC 1710111319 A7KN 252 SASWS 0 068342 2D 003060 K40210000010  
CIN 130017739600001  
N0002410RX11838.00 ACRN AA

440115 1300177396 26000.00  
LLA :  
DD 1710141811 6218 252 3ZWGI 0 068342 2D 000000 21247400011B  
CIN 130017739600002  
N0002410RX21507.03 ACRN AU

440116 1300177396 13000.00  
LLA :  
DE 1710141811 6218 252 3ZWGI 0 068342 2D 000000 21247400011C  
CIN 130017739600003  
N0002410RX21507.03 ACRN AV

440117 1300177396 20000.00  
LLA :  
DF 1710141811 6218 252 3ZWGI 0 068342 2D 000000 21247400011E  
CIN 130017739600004  
N0002410RX21507.03 ACRN AW

440118 1300177396 21100.00  
LLA :  
DG 1709131811 1227 252 3ZWML 0 068342 2D 000000 41163400003A  
CIN 130017739600005  
N0002410RX21409.01 ACRN AB

440119 1300177396 25000.00  
LLA :  
DH 1706101811 1317 252 3ZWTL 068342 2D 000000 23180400001G  
CIN 130017739600006  
N0002410RX21089.00 ACRN AA

440120 1300177396 25000.00  
LLA :  
DJ 1708121811 1317 252 3ZWTL 068342 2D 000000 23181400001G  
CIN 130017739600007  
N0002410RX21090.00 ACRN AA

440121 1300177396 27000.00  
LLA :  
DK 1710141811 1224 252 3ZWML 0 068342 2D 000000 200104TS4012  
CIN 130017739600008  
N0002410RX21764.01 ACRN AG

640102 1300173679 (40000.00)  
LLA :  
DB 9790400 2520 09 BM 2520 40603909C00 255Y MD9D248R1C8263 920859 S12135  
CIN 130017367900001  
MIPR MD9D248R1C8263

MOD 16 Funding -378900.00  
Cumulative Funding 3895250.00

MOD 17

440122 1300183944 215000.00

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LLA :  
DL 9700400 2520 10B M2520 4 060389 2C 00255Y MD0W109POC70 09021318 012135  
CIN 130018394400001

640103 1300183944 10000.00

LLA :  
DL 9700400 2520 10B M2520 4 060389 2C 00255Y MD0W109POC70 09021318 012135  
CIN 130018394400001

MOD 17 Funding 225000.00  
Cumulative Funding 4120250.00

MOD 18

440115 1300177396 (26000.00)

LLA :  
DD 1710141811 6218 252 3ZWGI 0 068342 2D 000000 21247400011B  
CIN 130017739600002  
N0002410RX21507.03 ACRN AU

440116 1300177396 (13000.00)

LLA :  
DE 1710141811 6218 252 3ZWGI 0 068342 2D 000000 21247400011C  
CIN 130017739600003  
N0002410RX21507.03 ACRN AV

440117 1300177396 (20000.00)

LLA :  
DF 1710141811 6218 252 3ZWGI 0 068342 2D 000000 21247400011E  
CIN 130017739600004  
N0002410RX21507.03 ACRN AW

440118 1300177396 (21100.00)

LLA :  
DG 1709131811 1227 252 3ZWML 0 068342 2D 000000 41163400003A  
CIN 130017739600005  
N0002410RX21409.01 ACRN AB

440119 1300177396 (25000.00)

LLA :  
DH 1706101811 1317 252 3ZWTL 068342 2D 000000 23180400001G  
CIN 130017739600006  
N0002410RX21089.00 ACRN AA

440120 1300177396 (25000.00)

LLA :  
DJ 1708121811 1317 252 3ZWTL 068342 2D 000000 23181400001G  
CIN 130017739600007  
N0002410RX21090.00 ACRN AA

440121 1300177396 (27000.00)

LLA :  
DK 1710141811 1224 252 3ZWML 0 068342 2D 000000 200104TS4012  
CIN 130017739600008  
N0002410RX21764.01 ACRN AG

440122 1300183944 (33000.00)

LLA :  
DL 9700400 2520 10B M2520 4 060389 2C 00255Y MD0W109POC70 09021318 012135  
CIN 130018394400001

640103 1300183944 (3900.00)

LLA :  
DL 9700400 2520 10B M2520 4 060389 2C 00255Y MD0W109POC70 09021318 012135  
CIN 130018394400001

MOD 18 Funding -194000.00  
Cumulative Funding 3926250.00

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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

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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:

- (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:
  - (i) patent or pending patent application number;
  - (ii) title of the patent or pending patent application;
  - (iii) issue date of the patent, or filing date of the pending patent application;
  - (iv) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;
  - (v) the nature of the Contractor's right, title or interest in the background invention;
  - (vi) if the Government or any third part has any right, title or interest in the background invention; and
  - (vii) if the Contractor is willing to sell the Government a license to practice the background invention.

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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 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.,

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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,

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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.

(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 SPAWARSYSCOM 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 SPAWARSYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSYSCOM Security Office upon presentation of a valid contractor picture badge and 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.

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(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.

(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.

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(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:

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- (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



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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 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.

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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.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment (1) Financial Accounting Data Sheet

Attachment (2) Performance Work Statement

Attachment (3) CDRL MSR Attachment 1

Attachment (3) CDRL MSR Attachment 2

Attachment (3) CDRL MSR Attachment 3

Attachment (3) CDRL ELIN A001

Attachment (4) DD Form 254