

2. AMENDMENT/MODIFICATION NO. 38	3. EFFECTIVE DATE 20-Dec-2012	4. REQUISITION/PURCHASE REQ. NO. 1300309843 and 1300315898	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 joseph.sade@navy.mil 410-224-7257	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) Deloitte Consulting LLP 1725 Duke Street Alexandria VA 22314-3456		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4020-NS07 10B. DATED (SEE ITEM 13) 01-Apr-2010
CAGE CODE 1TTG5	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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: See Page 2.
<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) [Redacted]	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) J. Clint Sade, Contracting Officer
15B. CONTRACTOR/OFFEROR [Redacted] (Signature of person authorized to sign)	15C. DATE SIGNED 20-Dec-2012
	16B. UNITED STATES OF AMERICA BY /s/J. Clint Sade (Signature of Contracting Officer)
	16C. DATE SIGNED 20-Dec-2012

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 2 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

Continuation of Block 13C: FAR FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000), 52.243-2 "Changes-Cost Reimbursement (Aug 1987)", SPAWAR 5252.232-9200 Allotment of Funds (Jan 1989), and by Mutual Agreement of the Parties.

The purposes of this modification are to:

1. Exercise and incrementally fund CLIN 4300, by generating SLIN 430001 and obligating \$441,464 of FY13 O&MN funding under the same, as provided under PR 1300309843.
2. Exercise and incrementally fund CLIN 4302, by generating SLIN 430201 and obligating \$27,495 of FY13 NAVSUP Deployment funding under the same, as provided under PR 1300315898.
3. Exercise and fully fund CLIN 6300 at the contracted amount, by generating SLIN 630001 and obligating [REDACTED] of FY13 O&MN funding under the same, as provided under PR 1300309843.
4. Increase the Estimated Cost (Not-to-Exceed (NTE) amount) of CLIN 6300 by [REDACTED]
5. Fund the increased NTE of CLIN 6300 under SLIN 630001, in thte total amount of [REDACTED] as provided under PR 1300309843.
6. Exercise and incrementally fund CLIN 6302, by generating SLIN 630201 and obligating [REDACTED] of FY13 NAVSUP Deployment funding under the same, as provided under PR 1300315898.
7. Revise the Period of Performance of CLINs 4300, 6300, 4302, 6302 to 01/01/13 – 03/31/13.

MODIFICATION

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

The contract amounts are modified as follows:

Amount Analysis						
CLIN	Appr	Estimated Cost	Fixed Fee	Cost Plus Fixed Fee (CPFF)	Award Fee	Total
FROM						
6300	OMN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CLIN	Appr	Estimated Cost	Fixed Fee	Cost Plus Fixed Fee (CPFF)	Award Fee	Total
BY						
6300	OMN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL		[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
CLIN	Appr	Estimated Cost	Fixed Fee	Cost Plus Fixed Fee (CPFF)	Award Fee	Total
TO						
6300	OMN	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

B-3 ALLOTMENT OF FUNDS (JAN 1989) (5252.232-9200), the CLIN/SLIN funding allotments are added/adjusted as follows:

Funding Analysis

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 3 of 4	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

SLIN	ACRN	Cost	Fixed Fee	Cost Plus Fixed Fee
FROM				
430001	BX	\$0	\$0	\$0
430201	BY	\$0	\$0	\$0
630001	BX	\$0	\$0	\$0
630201	BY	\$0	\$0	\$0
SLIN	ACRN	Cost	Fixed Fee	Cost Plus Fixed Fee
BY				
430001	BX	██████████	██████████	\$441,464
430201	BY	██████████	██████████	\$27,495
630001	BX	██████████	██	██████████
630201	BY	██████████	██	██████████
TOTAL		██████████	██████████	██████████
SLIN	ACRN	Cost	Fixed Fee	Cost Plus Fixed Fee
TO				
430001	BX	██████████	██████████	\$441,464
430201	BY	██████████	██████████	\$27,495
630001	BX	██████████	██	██████████
630201	BY	██████████	██	██████████

The contract total funding is adjusted as follows:

Funding Summary	
From	██████████
By	██████████
To	██████████

SECTION F - DELIVERIES OR PERFORMANCE

The period of performance under CLINs 4300.4302, 6300, 6302 are hereby revised as follows:

From: 1 October 2012 - 31 March 2013
 To: 1 January 2013 - 31 March 2013

Except as modified herein, all other terms and conditions of said contract shall remain unchanged and in full force and effect.

This modification represents a full and complete equitable adjustment for the changes identified herein, and the Contractor releases the Government from any and all liability for further equitable adjustment attributable to such change.

The Line of Accounting information is hereby changed as follows:

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 1 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est.Cost	Base Fee	Award Fee	CPAF
4000	Transition, Implementation, and Sustainment of Navy ERP (O&MN,N)	1.0	LO	██████████	██████████	██████████	\$8,053,694.00
400001	(O&MN,N)						
400002	(O&MN,N)						
400003	(O&MN,N)						
4001	Preparation and Transition - NAVSUP (O&MN,N) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
4002	Transition, Implementation, and Sustainment of Navy ERP (WCF)	1.0	LO	██████████	██████████	██████████	\$5,055,144.00
400201	(WCF)						
400202	(WCF)						
400203	(WCF)						
400204	(WCF)						
400205	(WCF)						
4003	Transition, Implementation, and Sustainment of Navy ERP -- BRAC (OTHER)	1.0	LO	██████████	██████████	██████████	\$5,586.00
400301	(OTHER)						
4004	Transition, Implementation, and Sustainment of Navy ERP -- ECPs (O&MN,N)	1.0	LO	██████████	██████████	██████████	\$674,530.00
400401	(O&MN,N)						
400402	(O&MN,N)						
4005	CLIJ 4005 for Planning and Strategy for Financial Extension (OMN) (O&MN,N)	1.0	LO	██████████	██████████	██████████	\$823,203.00

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 2 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

400501	(O&MN,N)						
4006	CLIN 4006 for Development of 1.1 ECPs (NAVSUP) (OTHER)	1.0	LH	██████████	██████████	██████████	\$900,316.00
400601	(OTHER)						
4011	Preparation and Transition - SPAWAR (O&MN,N) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
4012	Preparation and Transition - SPAWAR (WCF) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
4021	Preparation and Transition - NAVSEA (O&MN,N) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
4022	Preparation and Transition - NAVSEA (WCF) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
4030	Operations & Support and Solution Awareness (O&MN,N) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
4035	Operations & Support and Solution Awareness (WCF) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
4040	Solution Awareness (RDT&E)	1.0	LO	██████████	██████████	██████████	\$394,219.00
404001	(RDT&E)						
404002	(RDT&E)						
4100	Preparation and Transition - General (O&MN,N)	1.0	LO	\$██████████	██████████	██████████	\$9,638,613.00
410001	ACRN AP - O&MN (O&MN,N)						
4101	SAP 6.0 Upgrade (O&MN,N)	1.0	LO	██████████	██████████	██████████	\$4,167,625.00
410101	ACRN AY - FIP Upgrade (O&MN,N)						
410102	ACRN AY- FIP ChARM (O&MN,N)						
410103	ACRN BC - FIP						

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 3 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Auto Test
(O&MN,N)

410104 ACRN BD - FIP BI
(O&MN,N)

410105 ACRN BE - FIP BPS
(O&MN,N)

410106 ACRN BF - FIP KM
(O&MN,N)

410107 ACRN BG - FIP
Training (O&MN,N)

410108 ACRN BH - FIP KM
FMO (O&MN,N)

410109 (O&MN,N)

410110 (O&MN,N)

410111 (O&MN,N)

4102 Preparation and Transition - 1.0 LO [REDACTED] [REDACTED] [REDACTED] \$25,413,613.00
NAVSUP (WCF)

410201 ACRN AT - NAVSEA
(WCF)

410202 ACRN AQ -SPAWAR
PAC (WCF)

410203 ACRN AU - NAWC AD
(WCF)

410204 ACRN AV - SPAWAR
CH (WCF)

410205 ACRN AR - NAVSUP
Q1 & Q2 (WCF)

410206 ACRN AS - NAWC WD
(WCF)

410207 ACRN BB - NAWC
(WCF)

410208 ACRN AR - NAVSUP
ECP Q3 & Q4 (WCF)

410209 ACRN AR - NAVSUP
HD Q3 & Q4 (WCF)

410210 ACRN AR - NAVSUP
Depl Q3 & Q4
(WCF)

410211 (WCF)

410212 (WCF)

410213 (WCF)

410214 (WCF)

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 4 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

410215 (WCF)

410216 (WCF)

410217 ACRN BR - SPAWAR
PAC Help Desk
(WCF)

410218 ACRN BS - NAWC AD
Help Desk (WCF)

4121	Support for Deployment and Sustainment (O&MN,N)	1.0	LO	██████████	██████████	██████████	\$1,149,597.00
------	--	-----	----	------------	------------	------------	----------------

412101 (O&MN,N)

412102 (O&MN,N)

4122	NAVSEA Business Intelligence (O&MN,N)	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
------	---	-----	----	--------	--------	--------	--------

4130	Operations & Support and Solution Awareness (O&MN,N) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
------	--	-----	----	--------	--------	--------	--------

4135	Operations & Support and Solution Awareness (WCF) Option	1.0	LO	\$0.00	\$0.00	\$0.00	\$0.00
------	--	-----	----	--------	--------	--------	--------

4200	Navy ERP Labor (O&MN,N) Option	1.0	LO	██████████	██████████	██████████	\$106,867.00
------	--------------------------------------	-----	----	------------	------------	------------	--------------

420001 (O&MN,N)

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
------	-------------------	-----	------	-----------	-----------	------

4201	OMN FIP (O&MN,N) Option	1.0	LO	\$0.00	\$0.00	\$0.00
------	----------------------------	-----	----	--------	--------	--------

4202	NWCF (WCF)	1.0	LO	██████████	██████████	\$7,531,661.00
------	------------	-----	----	------------	------------	----------------

420201 (WCF)

420202 (WCF)

420203 (WCF)

420204 (WCF)

420205

420206 (WCF)

420207 (WCF)

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 5 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

420208 (WCF)

420209 (WCF)

420210 (WCF)

4203 OMN (O&MN,N) 1.0 LO [REDACTED] [REDACTED] \$8,583,974.00

420301 (O&MN,N)

420302 (O&MN,N)

4300 FY 13 OMN (O&MN,N) 1.0 LO [REDACTED] [REDACTED] \$1,281,099.00

430001 FY13 O&MN (O&MN,N)

4302 FY13 NWCF (WCF) 1.0 LO [REDACTED] [REDACTED] \$1,133,947.00

430201 FY13 NAVSUP Deployment (WCF)

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Other Direct Costs in Support of CLIN 4000 (O&MN,N)	1.0	LO	[REDACTED]
600001	(O&MN,N)			
600002	(O&MN,N)			
600003	(O&MN,N)			
6001	Other Direct Costs in Support of CLIN 4001 (O&MN,N) Option	1.0	LO	\$0.00
6002	Other Direct Costs in Support of CLIN 4002 (WCF)	1.0	LO	[REDACTED]
600201	(WCF)			
600202	(WCF)			
600203	(WCF)			
600204	(WCF)			
600205	(WCF)			
6003	Other Direct Costs in Support of CLIN 4003 (OTHER)	1.0	LO	[REDACTED]

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 6 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

600301 (OTHER)

6004 Other Direct 1.0 LO ██████████
Costs in Support
of CLIN 4004
(O&MN,N)

600401 (O&MN,N)

600402 (O&MN,N)

6005 CLIN 6005 for 1.0 LO ██████████
Other Direct
Costs in Support
of CLIN 4005
(OMN) (O&MN,N)

600501 (O&MN,N)

6006 CLIN 6006 for 1.0 LO ██████████
Other Direct
Costs in Support
of CLIN 4006
(NAVSUP) (OTHER)

600601 (OTHER)

6011 Other Direct 1.0 LO \$0.00
Costs in Support
of CLIN 4011
(O&MN,N)
Option

6012 Other Direct 1.0 LO \$0.00
Costs in Support
of CLIN 4012
(WCF)
Option

6021 Other Direct 1.0 LO \$0.00
Costs in Support
of CLIN 4021
(O&MN,N)
Option

6022 Other Direct 1.0 LO \$0.00
Costs in Support
of CLIN 4022
(WCF)
Option

6030 Other Direct 1.0 LO \$0.00
Costs in Support
of CLIN 4030
(O&MN,N)
Option

6035 Other Direct 1.0 LO \$0.00
Costs in Support
of CLIN 4035
(WCF)
Option

6040 Other Direct 1.0 LO ██████████
Costs in Support
of CLIN 4040

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 7 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(RDT&E)

604001 (RDT&E)

6100 Other Direct 1.0 LO [REDACTED]
Costs in Support
of CLIN 4100
(O&MN,N)

610001 ACRN AP - O&MN
(O&MN,N)

6101 Other Direct 1.0 LO [REDACTED]
Costs in Support
of CLIN 4101
(O&MN,N)

610101 ACRN AY- FIP
Upgrade (O&MN,N)

610102 ACRN AY - FIP
ChARM (O&MN,N)

610103 ACRN BC - FIP
Auto Test
(O&MN,N)

610104 ACRN BD - FIP BI
(O&MN,N)

610105 ACRN BE - FIP BPS
(O&MN,N)

610106 ACRN BF - FIP KM
(O&MN,N)

610107 ACRN BG - FIP
Training (O&MN,N)

610108 ACRN BH - FIP KM
FMO (O&MN,N)

610109 (O&MN,N)

610111 (O&MN,N)

6102 Other Direct 1.0 LO [REDACTED]
Costs in Support
of CLIN 4102
(WCF)

610201 ACRN AT - NAVSEA
(WCF)

610202 ACRN AQ - SPAWAR
PAC (WCF)

610203 ACRN AU - NAWC AD
(WCF)

610204 ACRN AV - SPAWAR
CH (WCF)

610205 ACRN AR - NAVSUP
Q1 & Q2 (WCF)

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 8 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

610206 ACRN AS - NAWC WD
(WCF)

610207 ACRN BB - NAVSEA
ECP (WCF)

610208 ACRN AR - NAVSUP
ECP Q3 & Q4 (WCF)

610209 ACRN AR - NAVSUP
HD Q3 & Q4 (WCF)

610210 ACRN AR - NAVSUP
Depl Q3 & Q4
(WCF)

610211 (WCF)

610212 (WCF)

610213 (WCF)

610214 (WCF)


610215 (WCF)

610216 (WCF)

610217 ACRN BR - SPAWAR
PAC - Help Desk
(WCF)

610218 ACRN BS - NAWC AD
- Help Desk (WCF)

610219 ACRN BT - SPAWAR
ATL (WCF)

6121	Other Direct Costs in Support of CLIN 4121 (O&MN,N)	1.0	LO	
------	--	-----	----	---

612101 (O&MN,N)

6122	Other Direct Costs in Support of CLIN 4122 (WCF) Option	1.0	LO	\$0.00
------	---	-----	----	--------

6130	Other Direct Costs in Support of CLIN 4130 (O&MN,N) Option	1.0	LO	\$0.00
------	--	-----	----	--------

6135	Other Direct Costs in Support of CLIN 4135 (WCF) Option	1.0	LO	\$0.00
------	---	-----	----	--------

6200	ODCs in support of CLIN 4200 (O&MN,N)	1.0	LO	
------	---	-----	----	---

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 9 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Option

620001	(O&MN,N)			
6202	ODCs in support of CLIN 4202 (WCF)	1.0	LO	██████████
620201	(WCF)			
620202	(WCF)			
620203	(WCF)			
620204				
620205				
620206	(WCF)			
620207	(WCF)			
620208	(WCF)			
620209	(WCF)			
620210	(WCF)			
620211	(WCF)			
6203	ODCs in support of CLIN 4203 (O&MN,N)	1.0	LO	██████████
620301	ACRN BL - OMN (O&MN,N)			
620302	(O&MN,N)			
620303	POR O&MN (O&MN,N)			
6300	ODCs in support of CLIN 4300 (O&MN,N)	1.0	LO	██████████
630001	FY13 O&MN (O&MN,N)			
6302	ODCs in support of CLIN 6302 (WCF)	1.0	LO	██████████
630201	FY13 NAVSUP Deployment (WCF)			

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.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 11 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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:

[Contracting officer under "Items" insert the item numbers for which incremental funding is provided and under "Allotted to Fixed Fee" insert the amount of incremental funding allocated to fixed fee]

ITEM(S) ALLOTTED TO FIXED FEE

-----(See Chart in latest task order modification)-----

(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:

[Contracting officer under "Items" insert the item numbers for which incremental funding is provided, under "Allotment of Cost" insert the amount of incremental funding allocated to total estimated cost, and under "Period of Performance" insert date by which funding expended]

ITEM(S) ALLOTTED TO COST PERIOD OF PERFORMANCE

(See Chart in latest task order modification)

(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.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 12 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 13 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 the Performance Work Statement (PWS) and Attachment No. 1 Contract Data Requirements List (CDRL).

PSS1 - PERFORMANCE-BASED STATEMENT OF OBJECTIVES

1.0 PURPOSE

The purpose of this Statement of Objectives (SOO) is to provide a framework around which the respondents shall build a Performance Work Statement (PWS) to provide Program Support Services to the Navy Enterprise Resources Planning (ERP) Program Management Office. Navy ERP is an integrated mission support system that modernizes and standardizes Navy support operations, provides unprecedented visibility across the enterprise, and increases management effectiveness and efficiency. Using off-the-shelf capabilities within the commercial product SAP, Navy ERP is transforming how the service manages its people, money, programs, equipment, supplies, and maintenance. The SAP R/3 and Enterprise Central Component (ECC) 5.0 commercial software suite in use by the program is the Public Sector Industry Solution certified by the U.S. Government Joint Financial Management Improvement Program (JFMIP).

A PWS submitted in response to this SOO shall address:

- § Transition and implementation of Release 1.0 to Navy Commands in accordance with the Navy ERP Deployment Schedule
- § Transition and implementation of Release 1.1 to Navy Commands in accordance with the Navy ERP Deployment Schedule beginning FY 2010.
- § Sustainment of Release 1.0 currently in production
- § Integration of Release 1.1 into the Release 1.0 baseline and sustainment of the integrated baseline including consolidated Help Desk Support
- § Application of upgrades to SAP, Oracle, middleware and supporting software and ensure integrity of configured and custom functionality
- § Integration of complex functional and technical needs of Navy Command business requirements needed to support the Navy's current and future mission using the SAP solution

2.0 BACKGROUND and SCOPE

Navy ERP is designated as an Acquisition Category I (ACAT I), Major Automated Information System (MAIS) within the Department of Defense (DoD). In September 2007 the program achieved acquisition Milestone C and is now in the deployment phase of software Release 1.0. Release 1.0 provides Navy Echelon II and Echelon III commands with a full suite of automated tools to perform their business functions. Release 1.0 functionality falls into 5 major categories:

- Finance (General Fund and Navy Working Capital Fund)

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 14 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Plant Supply
- Work Force Management
- Acquisition / Program Management

Release 1.0 is currently operational at the Naval Air Systems Command (NAVAIR) supporting close to 15,000 users. Initial Operating Capability (IOC) was achieved in May 2008. The next major implementation of Release 1.0 will be to the Naval Supply Systems Command (NAVSUP) in October of 2008 and will add 10,000 users, bringing the total users to approximately 25,000. Implementation of Release 1.0 at the Space and Naval Warfare Systems Command (SPAWAR) will occur in October 2009 and will add approximately 9,200 users. Implementation of Release 1.0 at the Naval Sea Systems Command (NAVSEA) will occur in October 2010 for the General Fund and October 2011 for the Working Capital Fund and will add approximately 26,000 users.

A second major release of software, version 1.1 (Supply Chain Management) is currently in development under a separate SEAPORT order, N00178-05-D-4364 (EH02). Release 1.1 provides Wholesale and Retail Supply functionality for Navy Inventory Control Points (ICPs) and Fleet and Industrial Supply Centers (FISCs). The initial deployment of Release 1.1 to NAVICP in February 2010 will be implemented under the SEAPORT order mentioned above. Task order option years include subsequent deployments. However, the government may choose not to exercise those options in favor of integrating the deployment activities in this award. Releases 1.0 and 1.1 will become an integrated single instance solution and will be rolled out as such beginning in FY10 to components of NAVSUP and in FY11 to Naval Sea Systems Command (NAVSEA) components. The program is expected to achieve Full Operational Capability (FOC) at the end of fiscal year 2013. At FOC, Navy ERP will be deployed to 62,500 users at 49 shore sites around the world.

Implementation Sites

Site	Number of Users / Power Users
NAVAIR	~15,000 (6,300)
NAVSUP	~10,000 (3,092)
NAVSEA	25,556 (8,597)
SPAWAR	9,266 (2,725)
ONR	1,000 (550)
SSP	1,652 (550)

* Above table based on deployment model from Program Objective Memorandum (POM 2010)

** Number of users to power users follows a traditional 3:1 ratio

3.0 CONTRACT OBJECTIVES

Navy ERP releases will be deployed to Navy Commands in accordance with a government

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 15 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

provided Deployment Schedule. Each Command deployment will consist of preparation and transition activities. There is an ongoing requirement for Operations and Support activities once transition is complete and for the commands currently in production.

3.1 Command Implementation Preparation and Transitional Activities

Preparation and transition activities begin 24 months prior to the scheduled “Go-Live” date and continue for approximately 6 additional months. The document used to facilitate these activities is the Command Implementation Guide. The objectives for these activities are described below.

Business Process development and transition includes but is not limited to the following objectives:

- Provide solution knowledge transfer to assist with the transition of business operations affected by Navy ERP in the most effective and efficient manner, ensuring site personnel are capable and ready to use the system after Go-Live to achieve intended Navy benefits.
- Conduct Business Process Workshops to facilitate the transition of the legacy “as-is” business process to the Navy ERP “to-be” business process.

Global Implementation includes but is not limited to the following objectives:

- Provide “Over-The-Shoulder Support” (OSS) to transition business operations affected by Navy ERP in the most effective and efficient manner, ensuring site personnel are capable and ready to use the system after Go-Live to achieve intended Navy benefits.
- Implement an effective Organizational Change Management (OCM) solution, which mitigates organizational and procedural change and associated risks to maximize the acceptance and overall benefit of the Navy ERP solution.
- Conduct training delivery programs that include strategies, metrics, policy, plans and procedures for use of Navy ERP.
- Conduct deployment planning and modeling analysis, resource optimization, and workflow/process improvements and measurements.

Business Office “Stand Up” includes but is not limited to the following objectives:

- Fulfill requirements of liaison activities between Navy ERP and Navy Command Implementation Sites.
- Facilitate development of the strategies to execute the cutover for the command, including data conversion and identifying business rules necessary to align the Command with the business process functionality of ERP.

Data Conversion includes but is not limited to the following objectives:

- Perform data conversion and migration activities to effectively load Navy ERP client data from legacy platforms, ensuring integrity of the data is maintained.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 16 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Conduct Data conversion workshops in conjunction with the Business Process workshops to provide a clear understanding of the requirements for the migration of the legacy data to the Navy ERP solution.
- Conduct data conversion and migration activities using qualitative metrics.
- Maintain data conversion documentation in accordance with Navy ERP standards.

Navy ERP may assume the current data conversion and migration responsibilities of the receiving Commands, which are outlined in the Command Implementation Guide. The contract objectives for this effort include but are not limited to the following objectives:

- Develop a technical approach and technical architecture for a data migration solution capable of creating a repeatable data migration process for disparate customers of the Navy ERP solution, currently using multiple legacy systems into the existing Navy ERP SAP solution to ensure all migrated data is business ready.
 - The solution must include the following:
 - Extracting the existing Navy ERP SAP configuration settings and values to enable a “business ready” state once the data is migrated into Navy ERP.
 - Identifying missing or errant configuration values
 - Extracting and transforming legacy data from multiple legacy systems
 - Reporting for data cleansing errors, missing data errors, incomplete data sets, and duplicate records by legacy systems and customer.
 - Providing traceability of transformation rules and source to target traceability by data element.
 - Collecting and staging missing legacy data that cannot be stored and maintained in the legacy systems but which is required to meet the Navy ERP SAP solution.
 - Building, maintaining and refreshing multiple Navy ERP client systems for use in all aspects of testing, training and customer sandboxes.
 - Providing tools for ongoing data quality assessment post Go Live.

User Management includes but is not limited to the following objectives:

- § Facilitate the planning, execution, and management of Navy ERP’s established Pre Go-live Role Mapping and Activation Process considering the use of applicable program database(s), documentation, and/or tool(s).
- § Facilitate the planning, execution, and management of Navy ERP’s established Pre Go-Live Role Mapping Maintenance Process considering the use of applicable program database(s), documentation, and/or tool(s).
- § Facilitate the planning, execution, and management of Navy ERP’s established User Management Working Group Process considering the use of applicable program database(s), documentation, and/or tool(s).
- § Facilitate the planning, execution, and management of Navy ERP’s established Role Test and Defect Resolution Process considering the use of applicable program database(s), documentation, and/or tool(s).

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 17 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Information Assurance includes but is not limited to the following objectives:

- Facilitate the execution and management of the non-production user access in accordance with the Navy ERP established process.
- Facilitate the planning, execution, and management of Navy ERP's established Information Assurance and System Access Process to the Production Environment considering the use of applicable program database(s), documentation, and/or tool(s).

3.2 Operations and Support Activities

Operations and Support encompasses the activities required to maintain and upgrade the production environment and all development, testing and training environments, ensuring system availability, on going user support and management, continuous quality improvement in service and technology, integration of additional and upgraded system functionalities, and test execution of system changes. The environments include development, unit testing, QA, sandbox, training, testing, mock conversions, etc. All hardware, systems software and associated maintenance, and system administration of systems will be furnished by the government. Current hosting facilities are located at Patuxent River, Maryland (Primary Data Center) and China Lake, California (Alternate Data Center). Operations and Support objectives are described below.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 18 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Solution Upgrades and Maintenance includes but is not limited to the following objectives:

- Perform installs, upgrades, and configuration management and provide guidance on application software maintenance to ensure ongoing operations within the Navy ERP architecture.
- Provide ongoing analysis of hardware performance and make recommendations for upgrades and performance tuning when required. Perform hardware upgrades at the direction of the government.
- Perform analysis of available software upgrades and recommended timeframes, aligned with development, testing and deployment schedules, to maintain Oracle, SAP, Middleware objects, forms, workflow and web enablement, ensuring that the Reports, Interfaces, Conversions, and Enhancements (RICE) currently in operation are maintained through a consistent approach. Apply software upgrades at the direction of the government.
- Update design, configuration and documentation and retest existing functionality to ensure regression is avoided as a result of the software upgrades. This effort may include removing existing custom development (RICE) objects to take advantage of newly-available, inherent SAP capabilities.
- Design, configure, test and document new functionality based on government-provided requirements as well as provide defect analysis and resolution as identified by the implementing commands and internal government teams. Incorporate software changes into release packages.
- Facilitate systems engineering technical reviews, including requirements, design, test readiness, and production readiness reviews, as well as functional and physical configuration audits (FCA/PCA) at the direction of the government.
- Facilitate configuration management of the technical data package for configuration items such as Functional and Technical Design Specifications (FDS/TDS) and the Business Process Master List (BPML) in accordance with government-provided configuration management plans and procedures
- Provide database administration support.

Integrating Release 1.1 functionality into the overall production environment includes but is not limited to the following objectives:

- Incorporate Release 1.1 into the Navy ERP architecture through integration of the SAP wholesale and retail supply components, and all associated RICE objects and users.
- Unite Wholesale data sustainment functionality to Navy ERP architecture in the areas of supply and demand planning, allowance, supply outfitting, carcass tracking, order fulfillment, supplier relationship management, supply forecasting, inventory management, packaging, handling, storage and transportation, provisioning, consignment, repairables management, and environment health and safety.
- Unite Retail Supply data sustainment functionality to the Navy ERP architecture in the areas of inventory management, order fulfillment, supply and demand processing, consignment,

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 19 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

supply forecasting, warehouse management, regional Hazardous Materials (HAZMAT), and Fleet Ballistic Missile (FBM) unique support.

- Incorporate sustainment of plant supply data to the Navy ERP architecture in the areas of warehouse management, physical inventory, consignment, serial number tracking, environmental health and safety, and enterprise buyer professional.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 20 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Help Desk Operations supporting Release 1.0 and 1.1 includes but is not limited to the following objectives:

- Operate the Navy ERP Help Desk within the established ticket tracking system (HEAT) schedule and locations. Tier 1, partial Tier 2 support (8 FTE) and the HEAT system is provided by NAVAIR through a memorandum of agreement (MOA).
- Provide support for the sustainment of the production system through Tier 2 and Tier 3 level functional expertise.
- Facilitate continuous process improvement for help desk support operation.
 - Ensure quality improvement through suggestions on systems enhancement.
 - Administer qualitative measures and metrics to track help desk effectiveness.

Business Process maintenance and transition activities include but are not limited to the following objectives:

- Perform test preparation to assist in determining the level of regression testing required to maintain the integrity of the solution.
- Perform test execution with documented results into a government-provided Traceability database for all functional improvements developed for the production solution.
- Provide integration of functionality for all releases to maintain system integrity with the implementation and execution of additional functionality.

Maintenance of the program's information assurance posture includes but is not limited to the following objectives:

- Ensure protection of Navy ERP systems and sensitive program data through the facilitation of a robust Information Assurance program. Deliverables and procedures of the IA Program should satisfy the security and accreditation requirements of DITSCAP (DoD 8510.1M) and DIACAP (DoDI 8510.01) the NIST 800-53 Security Self Assessment Reports, the Federal Information Security management Act (FISMA), DoD 8570.1M, the DON DIACAP Handbook, 15 July 2008, and other DoD and Federal information assurance/security policies.
- Communicate Navy ERP IA requirements to all customer commands, developing precise instructions to ensure efficiency and effectiveness in the successful fulfillment of these requirements.

User Management includes but is not limited to the following objectives:

- Manage and maintain the Navy ERP's established Sensitive Data Analysis/Matrix process considering the use of applicable program database(s), documentation, and/or tool(s).
- Manage and maintain the Navy ERP's established Post Go-Live Role Mapping and

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 21 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Activation Process considering the use of applicable program database(s), documentation, and/or tool(s).

- Manage and maintain the Navy ERP's established User Management Working Group Process considering the use of applicable program database(s), documentation, and/or tool(s).
- Execute and maintain the Navy ERP's established Role Test and Defect Resolution Process considering the use of applicable program database(s), documentation, and/or tool(s).

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 22 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Ongoing Knowledge Transfer and Solution Update Support includes but is not limited to the following objectives:

- Maintenance of Navy ERP "Generic" training materials (ILT and WBT) and training strategy documents.
- Reachback of training delivery to Command Business Office/site trainers for new functionality not previously delivered during initial implementation.

3.3 Solution Awareness

Solution Awareness includes but is not limited to the following objectives:

- Provide functional and technical expertise with a comprehensive understanding of Navy business requirements, the Navy ERP implemented solution, and the SAP product in order to advise senior leadership on ways to leverage the existing product to support the Navy's mission. This includes participation in DoD and other Federal forums to influence direction based on the Navy's architected solution; extending the Navy ERP solution; accurate analysis and effective diagnosis of required functionality to resolve issues and concerns for using commands.
- Assist Commands in making critical decisions about implementation readiness including defining business and systems strategies, in-depth solution understanding, system demonstrations, system changes and process impacts, training strategies, identification of unique performance measures and metrics, and implementation requirements.
- Provide functional and technical expertise to determine feasibility of the integration of complex new requirements for new implementations and solution upgrades from commercial product vendors and to prescribe critical system upgrades to effectively leverage the product suite used by Navy ERP.
- Provide functional and technical expertise to develop a gap analysis for the Business Backbone Expansion Sites in the table below. This work is expected to commence in fiscal year 2010 and will require travel to command locations.

Business Backbone Expansion Sites

Organization	Number of Sites	Number of Geographical Locations	Total Number of Users
AAUSN	26	2	4,985
BUMED	37	29	3,495
CNIC	229	120	18,143
COMPACFLT	135	36	20,645
FFC	194	65	16,011
FSA	134	56	10,957
MPT&E	482	213	7,190
MSC	35	27	1,105

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 23 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

NAVFAC	16	11	13,669
ONI	1	1	1,550
NRL	13	22	2,537
RESFOR	246	142	7,342
SPECWARCOM	54	18	1,387
TOTAL ERP Users			109,016

C-2 QUALITY ASSURANCE PLAN

- (1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.
- (2) Performance Standards:
 - a. The deliverables under this task order will be consistently technically accurate.
 - b. The services delivered under this task order will be consistently of high quality.
 - c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
 - d. The contractor will be consistently responsive to Government customers in its performance of this task order.
 - e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".
- (3) Evaluation Methods: The TOM will conduct performance evaluations based the standards in paragraph 2 above using the following technique:
 - a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
 - b. Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.
- (4) Remedy
 - a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the CPAR will reflect the negative evaluation for the applicable Performance Standard.
 - b. This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

C-3 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

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 24 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

following nature may be conducted by installation security authorities:

- (1) Routine inspection of contractor occupied work spaces.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personnel possessions on entry or exit from the installation.

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

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

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

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

C-4 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001) (SPAWAR C-718)

(a) Each Electronic and Information Technology (EIT) supply or service provided under this task order shall comply with the EIT Accessibility Standards listed below:

[The Contracting Officer shall consult with the program office to determine which standards listed in subsection (a) apply and shall check all applicable standards prior to issuing the solicitation.]

- X 36 C.F.R. § 1194.21 (Software Applications and operating systems)
- X 36 C.F.R. § 1194.22 (Web-based and internet information and applications)
- 36 C.F.R. § 1194.23 (Telecommunications products)
- 36 C.F.R. § 1194.24 (Video and multimedia products)
- 36 C.F.R. § 1194.25 (Self contained, closed products)
- 36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this task order shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this task order does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the task order, the Government will have the rights and remedies contained in the task order.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 25 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 26 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 27 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4000	4/1/2010 - 12/11/2010
4002	4/1/2010 - 9/30/2010
4003	4/1/2010 - 9/30/2010
4004	4/1/2010 - 3/31/2011
4005	4/1/2010 - 11/30/2010
4006	4/1/2010 - 12/31/2010
4040	4/1/2010 - 10/23/2010
4100	12/12/2010 - 12/10/2011
4101	3/21/2011 - 3/20/2012
4102	10/1/2010 - 9/30/2012
4121	10/1/2010 - 9/30/2011
4122	2/14/2011 - 2/13/2012
4202	1/1/2012 - 12/31/2012
4203	1/1/2012 - 12/31/2012
4300	1/1/2013 - 3/31/2013
4302	1/1/2013 - 3/31/2013
6000	4/1/2010 - 12/11/2010
6002	4/1/2010 - 9/30/2010
6003	4/1/2010 - 9/30/2010
6004	4/1/2010 - 3/31/2011
6005	4/1/2010 - 11/30/2010
6006	4/1/2010 - 12/31/2010
6040	4/1/2010 - 10/23/2010
6100	12/12/2010 - 12/10/2011
6101	3/21/2011 - 3/20/2012
6102	10/1/2010 - 9/30/2012
6121	10/1/2010 - 9/30/2011
6202	1/1/2012 - 12/31/2012
6203	1/1/2012 - 12/31/2012
6300	1/1/2013 - 3/31/2013
6302	1/1/2013 - 3/31/2013

CLIN - DELIVERIES OR PERFORMANCE

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

4000	4/1/2010 - 12/11/2010
4002	4/1/2010 - 9/30/2010
4003	4/1/2010 - 9/30/2010
4004	4/1/2010 - 3/31/2011

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 28 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4005	4/1/2010 - 11/30/2010
4006	4/1/2010 - 12/31/2010
4040	4/1/2010 - 10/23/2010
4100	12/12/2010 - 12/10/2011
4101	3/21/2011 - 3/20/2012
4102	10/1/2010 - 9/30/2012
4121	10/1/2010 - 9/30/2011
4122	2/14/2011 - 2/13/2012
4202	1/1/2012 - 12/31/2012
4203	1/1/2012 - 12/31/2012
4300	1/1/2013 - 3/31/2013
4302	1/1/2013 - 3/31/2013
6000	4/1/2010 - 12/11/2010
6002	4/1/2010 - 9/30/2010
6003	4/1/2010 - 9/30/2010
6004	4/1/2010 - 3/31/2011
6005	4/1/2010 - 11/30/2010
6006	4/1/2010 - 12/31/2010
6040	4/1/2010 - 10/23/2010
6100	12/12/2010 - 12/10/2011
6101	3/21/2011 - 3/20/2012
6102	10/1/2010 - 9/30/2012
6121	10/1/2010 - 9/30/2011
6202	1/1/2012 - 12/31/2012
6203	1/1/2012 - 12/31/2012
6300	1/1/2013 - 3/31/2013
6302	1/1/2013 - 3/31/2013

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

4001	4/1/2010 - 9/30/2010
4011	4/1/2010 - 9/30/2010
4012	4/1/2010 - 9/30/2010
4021	4/1/2010 - 9/30/2010
4022	4/1/2010 - 9/30/2010
4030	4/1/2010 - 9/30/2010
4035	4/1/2010 - 9/30/2010
4130	10/1/2010 - 9/30/2011
4135	10/1/2010 - 9/30/2011
4200	12/11/2011 - 9/30/2012
4201	3/21/2012 - 9/30/2012
6001	4/1/2010 - 9/30/2010
6011	4/1/2010 - 9/30/2010

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 29 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

6012	4/1/2010 - 9/30/2010
6021	4/1/2010 - 9/30/2010
6022	4/1/2010 - 9/30/2010
6030	4/1/2010 - 9/30/2010
6035	4/1/2010 - 9/30/2010
6122	10/1/2010 - 9/30/2011
6130	10/1/2010 - 9/30/2011
6135	10/1/2010 - 9/30/2011
6200	12/11/2011 - 9/30/2012

Services to be performed hereunder will be provided in Annapolis, MD, and other Navy installations.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 30 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 15th of the following month to the Task Order Manager and the SPAWAR Business Resource Manager (SPAWAR 01). This submission may be to a central website.

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

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

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

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

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

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

This is a CPAF task order.

G-300 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(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 and selecting option 2. 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>. WAWF Vendor "Quick Reference" Guides are located at the following web site: http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 31 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

[/don_ebusiness_solutions/wawf_overview/vendor_information](#)

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

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

(f) The following information is provided for completion and routing of the invoice in WAWF:

WAWF Invoice Type *	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC	DD1155=Block 6
Inspector DODAAC (if applicable)	N00039
Inspector Contact Information	Maria Kayser
Service Acceptor DODAAC or Service Approver DODAAC (Cost Voucher).	[REDACTED]
Acceptor Contact Information	DD1155=Block 6
COR Contact Information	See basic Seaport contract
LPO Contact Information	
DCAA Auditor DoDAAC **::	HAA645
Service Approver DoDAAC **::	N00039
PAY DODAAC	DD1155= Block 12

(g) After submitting the document(s) to WAWF, click on "Send More Email Notifications" and add the acceptor/receiver email addresses noted below in the email address blocks. This additional notification to the government is necessary to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF:

Send Additional Email Notification(s) to:			
Name	Email	Phone	Role
Maria Kayser	Maria.kayser@navy.mil	(443) 321-5807	TOM
Jennifer Loughrey	Jennifer.Loughrey@navy.mil	(443) 321-5808	Receiver
			Acceptor

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 32 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

(End of clause)

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

Accounting Data

SLINID	PR Number	Amount
400001	1300151583	4136190.00
LLA :		
AA 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420		
404001	1300151583	306433.00
LLA :		
AB 1701319 Q5EB 255 00039 0 050120 2D 000000 A10000406420		
600001	1300151583	██████████
LLA :		
AA 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420		
604001	1300151583	██████████
LLA :		
AB 1701319 Q5EB 255 00039 0 050120 2D 000000 A10000406420		

BASE Funding 5260304.00
Cumulative Funding 5260304.00

MOD 01 Funding 0.00
Cumulative Funding 5260304.00

MOD 02

400001	1300151583	948785.00
LLA :		
AA 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420		
400301	1300159190	5335.00
LLA :		
AC 97X0512 J0KH 252 00052 068732 2D CB02SS 601910KH045Q		
404001	1300151583	(4588.00)
LLA :		
AB 1701319 Q5EB 255 00039 0 050120 2D 000000 A10000406420		
600001	1300151583	██████████

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 33 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
AA 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420

600301 [REDACTED]
LLA :
AC 97X0512 J0KH 252 00052 068732 2D CB02SS 601910KH045Q

MOD 02 Funding 1119572.00
Cumulative Funding 6379876.00

MOD 03

400002 1300163189 18520.00
LLA :
AE 1701804 5T6M 252 00039 0 050120 2D 000000 A00000479358

400201 1300161263 737591.00
LLA :
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 992370000343

600002 1300163189 [REDACTED]
LLA :
AE 1701804 5T6M 252 00039 0 050120 2D 000000 A00000479358

600201 1300161263 [REDACTED]
LLA :
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 992370000343

MOD 03 Funding 897503.00
Cumulative Funding 7277379.00

MOD 04

400003 1300162175 307750.00
LLA :
AF 17101804 12TA 251 41421 068892 2D XR0001 41421002521Q

600003 1300162175 [REDACTED]
LLA :
AF 17101804 12TA 251 41421 068892 2D XR0001 41421002521Q

MOD 04 Funding 364085.00
Cumulative Funding 7641464.00

MOD 05

400003 1300162175 (307750.00)
LLA :
AF 17101804 12TA 251 41421 068892 2D XR0001 41421002521Q

400202 1300162124 346137.00
LLA :
AG 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000472472

400203 1300162330 164014.00
LLA :
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000474707

400401 307750.00
LLA :
AF 17101804 12TA 251 41421 068892 2D XR0001 41421002521Q

600003 1300162175 [REDACTED]
LLA :
AF 17101804 12TA 251 41421 068892 2D XR0001 41421002521Q

600202 1300162124 [REDACTED]
LLA :
AG 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000472472

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 34 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

600203 1300162330 [REDACTED]
 LLA :
 AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000474707

600401 [REDACTED]
 LLA :
 AF 17101804 12TA 251 41421 068892 2D XR0001 41421002521Q

MOD 05 Funding 604400.00
 Cumulative Funding 8245864.00

MOD 06

400204 1300163806 117434.00
 LLA :
 AJ 97X4930 NH3S 252 77777 0 050120 2F 000000 A00000483196

400205 1300163228 2878677.00
 LLA :
 AK 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000479237

400501 1300151583-0003 461355.00
 LLA :
 AL 1701804 5FIT 252 00039 0 050120 2D 000000 A30000406420

400601 1300162966 334618.00
 LLA :
 AM 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000478050

600204 1300163806 [REDACTED]
 LLA :
 AJ 97X4930 NH3S 252 77777 0 050120 2F 000000 A00000483196

600205 1300163228 [REDACTED]
 LLA :
 AK 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000479237

600501 1300151583-0003 [REDACTED]
 LLA :
 AL 1701804 5FIT 252 00039 0 050120 2D 000000 A30000406420

600601 1300162966 [REDACTED]
 LLA :
 AM 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000478050

MOD 06 Funding 4497566.00
 Cumulative Funding 12743430.00

MOD 07

400001 1300151583-0004 1312924.00
 LLA :
 AA 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420

400202 1300162124-0001 265685.00
 LLA :
 AG 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000472472

400204 1300163806-0001 101489.00
 LLA :
 AJ 97X4930 NH3S 252 77777 0 050120 2F 000000 A00000483196

400205 1300163228-0001 217592.00
 LLA :
 AK 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000479237

400501 1300151583-0004 319713.00
 LLA :
 AL 1701804 5FIT 252 00039 0 050120 2D 000000 A30000406420

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 35 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

600001 1300151583-0004 [REDACTED]
 LLA :
 AA 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420

600202 1300162124-0001 [REDACTED]
 LLA :
 AG 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000472472

600204 1300163806-0001 [REDACTED]
 LLA :
 AJ 97X4930 NH3S 252 77777 0 050120 2F 000000 A00000483196

600205 1300163228-0001 [REDACTED]
 LLA :
 AK 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000479237

600501 1300151583-0004 [REDACTED]
 LLA :
 AL 1701804 5FIT 252 00039 0 050120 2D 000000 A30000406420

MOD 07 Funding 2597108.00
 Cumulative Funding 15340538.00

MOD 08

400601 1300162966-0001 525354.00
 LLA :
 AM 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000478050

404001 1300151583-0005 70474.00
 LLA :
 AB 1701319 Q5EB 255 00039 0 050120 2D 000000 A10000406420

600601 1300162966-0001 [REDACTED]
 LLA :
 AM 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000478050

604001 1300151583-0005 [REDACTED]
 LLA :
 AB 1701319 Q5EB 255 00039 0 050120 2D 000000 A10000406420

MOD 08 Funding 664831.00
 Cumulative Funding 16005369.00

MOD 09

400001 1300151583-0008 1252227.00
 LLA :
 AA 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420

400402 1300151583-0008 342523.00
 LLA :
 AN 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420

600001 1300151583-0008 [REDACTED]
 LLA :
 AA 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420

600402 1300151583-0008 [REDACTED]
 LLA :
 AN 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420

MOD 09 Funding 1886999.00
 Cumulative Funding 17892368.00

MOD 10 Funding 0.00
 Cumulative Funding 17892368.00

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 36 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 11 Funding 0.00
Cumulative Funding 17892368.00

MOD 12

410001 1300180068-0001 554400.00
LLA :
AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816

610001 1300180068-0001 [REDACTED]
LLA :
AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816

MOD 12 Funding 648536.00
Cumulative Funding 18540904.00

MOD 13

400001 1300151583-0008 285357.00
LLA :
AA 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420

400002 1300163189 691.00
LLA :
AE 1701804 5T6M 252 00039 0 050120 2D 000000 A00000479358

400201 1300161263 34603.00
LLA :
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 992370000343

400202 1300162124-0001 28702.00
LLA :
AG 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000472472

400203 1300162330 7694.00
LLA :
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000474707

400204 1300163806-0001 10270.00
LLA :
AJ 97X4930 NH3S 252 77777 0 050120 2F 000000 A00000483196

400205 1300163228-0001 145256.00
LLA :
AK 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000479237

400301 1300159190 251.00
LLA :
AC 97X0512 J0KH 252 00052 068732 2D CB02SS 601910KH045Q

400401 11480.00
LLA :
AF 17101804 12TA 251 41421 068892 2D XR0001 41421002521Q

400402 1300151583-0008 12777.00
LLA :
AN 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420

400501 1300151583-0004 29135.00
LLA :
AL 1701804 5FIT 252 00039 0 050120 2D 000000 A30000406420

400601 1300162966-0001 40344.00
LLA :
AM 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000478050

404002 1300151583-0005 21900.00
LLA :
AW 1701319 Q5EB 255 00039 0 050120 2D 000000 A20000406420

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 37 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 13 Funding 628460.00
Cumulative Funding 19169364.00

MOD 14

410202 1300186744 255585.00
LLA :
AQ 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000627027

410205 1300185793 3310952.00
LLA :
AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

410206 1300185978 509648.00
LLA :
AS 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000622576

610202 1300186744 [REDACTED]
LLA :
AQ 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000627027

610205 1300185793 [REDACTED]
LLA :
AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

610206 1300185978 [REDACTED]
LLA :
AS 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000622576

MOD 14 Funding 4828345.00
Cumulative Funding 23997709.00

MOD 15

410201 1300188770 856729.00
LLA :
AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343

410203 1300188770 758316.00
LLA :
AU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000634113

410204 1300188199 339745.00
LLA :
AV 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000636475

610201 1300188770 [REDACTED]
LLA :
AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343

610203 1300187922 [REDACTED]
LLA :
AU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000634113

610204 1300188199 [REDACTED]
LLA :
AV 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000636475

MOD 15 Funding 2315499.00
Cumulative Funding 26313208.00

MOD 16

410001 1300180068-0002 1963960.00
LLA :
AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816

610001 1300180068-0002 [REDACTED]
LLA :
AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 38 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 16 Funding 2325460.00
Cumulative Funding 28638668.00

MOD 17

410101 130019564500001 283440.00
LLA :
AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357

410205 1300185793-0001 277680.00
LLA :
AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

410207 130019388200001 443061.00
LLA :
BB 97X4930 NH1C 252 77777 0 000167 2F 000000 992374010070

410208 130018579300010 235740.00
LLA :
AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

412101 130019318000001 528920.00
LLA :
AX 1711804 8B5B 252 V0DE0 0 050120 2D 000000 A00000669777

412102 130019404200001 20506.00
LLA :
BA 1711804 8B5B 252 V0100 0 050120 2D 000000 A00000675118

610101 130019564500003 [REDACTED]
LLA :
AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357

610205 1300185793-0001 [REDACTED]
LLA :
AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

610207 1300193882 [REDACTED]
LLA :
BB 97X4930 NH1C 252 77777 0 000167 2F 000000 992374010070

610208 130018579300011 [REDACTED]
LLA :
AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

612101 130019318000003 [REDACTED]
LLA :
AX 1711804 8B5B 252 V0DE0 0 050120 2D 000000 A00000669777

MOD 17 Funding 2067888.00
Cumulative Funding 30706556.00

MOD 18 Funding 0.00
Cumulative Funding 30706556.00

MOD 19

400201 1300161263 (25000.00)
LLA :
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 992370000343

400202 1300162124-0001 (17000.00)
LLA :
AG 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000472472

400203 1300162330 8000.00
LLA :
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000474707

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 39 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

400204 1300163806-0001 (10000.00)
LLA :
AJ 97X4930 NH3S 252 77777 0 050120 2F 000000 A00000483196

400205 1300163228-0001 40000.00
LLA :
AK 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000479237

400501 1300151583-0004 13000.00
LLA :
AL 1701804 5FIT 252 00039 0 050120 2D 000000 A30000406420

410001 130018006800008 700925.00
LLA :
AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816

600201 1300161263 [REDACTED]
LLA :
AD 97X4930 NH1C 000 77777 0 000167 2F 000000 992370000343

600202 1300162124-0001 [REDACTED]
LLA :
AG 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000472472

600203 1300162330 [REDACTED]
LLA :
AH 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000474707

600204 1300163806-0001 [REDACTED]
LLA :
AJ 97X4930 NH3S 252 77777 0 050120 2F 000000 A00000483196

600205 1300163228-0001 [REDACTED]
LLA :
AK 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000479237

600501 1300151583-0004 [REDACTED]
LLA :
AL 1701804 5FIT 252 00039 0 050120 2D 000000 A30000406420

610001 130018006800010 [REDACTED]
LLA :
AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816

MOD 19 Funding 707047.00
Cumulative Funding 31413603.00

MOD 20

410001 130018006800008 388305.00
LLA :
AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816

410102 130019564500010 52155.00
LLA :
AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357

610102 130019564500012 [REDACTED]
LLA :
AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357

MOD 20 Funding 450060.00
Cumulative Funding 31863663.00

MOD 21

410001 130018006800013 730840.00
LLA :
AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4020	NS07	38	40 of 60	

410201 130018877000004 4578334.00
 LLA :
 AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343

410203 130018792200004 678563.00
 LLA :
 AU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000634113

410206 130018597800004 538891.00
 LLA :
 AS 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000622576

410208 130018579300019 155045.00
 LLA :
 AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

410209 130018579300016 3049101.00
 LLA :
 AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

410210 130018579300010 125186.00
 LLA :
 AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

610001 130018006800015 [REDACTED]
 LLA :
 AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816

610201 130018877000006 [REDACTED]
 LLA :
 AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343

610203 130018792200006 [REDACTED]
 LLA :
 AU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000634113

610206 130018597800006 [REDACTED]
 LLA :
 AS 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000622576

610208 130018579300020 [REDACTED]
 LLA :
 AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

610209 130018579300017 [REDACTED]
 LLA :
 AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

610210 130018579300014 [REDACTED]
 LLA :
 AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

MOD 21 Funding 12022429.00
 Cumulative Funding 43886092.00

MOD 22

410001 1300180068-0006 3136092.00
 LLA :
 AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816
 CIN Numbers: 130018006800014, 130018006800016 & 130018006800017

410101 1300195645-0001 12191.00
 LLA :
 AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357
 CIN Numbers: 130019564500001 & 130019564500002

410102 130019564500010 2243.00
 LLA :
 AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4020	NS07	38	41 of 60	

410201 1300188770-0001 39071.00

LLA :

AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343
CIN Number: 130018877000001, 130018877000002 & 130018877000004

410202 1300186744 11656.00

LLA :

AQ 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000627027
CIN Numbers: 130018674400001 & 130018674400003

410203 1300187922 34583.00

LLA :

AU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000634113
CIN Numbers: 130018792200001, 130018792200004 & 130018792200005

410204 1300188199-0001 351262.00

LLA :

AV 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000636475
CIN Numbers: 130018819900004 and 130018819900005

410205 1300185793-0003 163662.00

LLA :

AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987
CIN Numbers: 130018579300001, 130018579300003, 130018579300004, 130018579300006,
130018579300007 and 130018579300009

410206 1300185978-0001 23243.00

LLA :

AS 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000622576
CIN Numbers: 130018597800001, 130018597800002 & 130018597800004

410207 1300193882-0001 964010.00

LLA :

BB 97X4930 NH1C 252 77777 0 000167 2F 000000 992374010070
CIN Numbers: 130019388200004 & 130019388200005

410208 1300185793-0003 10751.00

LLA :

AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987
CIN Numbers: 130018579300010,
130018579300012 & 130018579300019

412101 1300193180-0001 575476.00

LLA :

AX 1711804 8B5B 252 V0DE0 0 050120 2D 000000 A00000669777
CIN Numbers: 130019318000004 &
130019318000005

412102 1300194042-0002 882.00

LLA :

BA 1711804 8B5B 252 V0100 0 050120 2D 000000 A00000675118
CIN Numbers: 1300194042-0001 & 1300194042-0002

610001 1300180068-0006 [REDACTED]

LLA :

AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816
CIN Number: 130018006800018

610204 1300188199-0001 [REDACTED]

LLA :

AV 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000636475
CIN Number: 130018819900006

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 42 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

610207 1300193882-0001 [REDACTED]
 LLA :
 BB 97X4930 NH1C 252 77777 0 000167 2F 000000 992374010070
 CIN Number: 130019388200006

612101 1300193180-0001 [REDACTED]
 LLA :
 AX 1711804 8B5B 252 V0DE0 0 050120 2D 000000 A00000669777
 CIN Number: 130019318000006

MOD 22 Funding 5743376.00
 Cumulative Funding 49629468.00

MOD 23

410101 1300195645-0002 85317.00
 LLA :
 AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357
 CIN 130019564500013

410102 1300195645-0002 276893.00
 LLA :
 AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357
 CIN 130019564500016

410103 1300210121 376142.00
 LLA :
 BC 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782864
 CIN 130021012100001

410104 1300210125 32382.00
 LLA :
 BD 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782909
 CIN 130021012500001

410105 1300210506 119326.00
 LLA :
 BE 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785350
 CIN 130021050600001

410106 1300210508 224136.00
 LLA :
 BF 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785445
 CIN 130021050800001

410107 1300210523 105894.00
 LLA :
 BG 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785497
 CIN 130021052300001

410208 1300185793-0003 352771.00
 LLA :
 AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987
 CIN 130018579300022

610101 1300195645-0002 [REDACTED]
 LLA :
 AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357
 CIN 130019564500015

610102 1300195645-0002 [REDACTED]
 LLA :
 AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357
 CIN 130019564500018

610103 1300210121 [REDACTED]
 LLA :
 BC 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782864
 CIN 130021012100003

610104 1300210125 [REDACTED]

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 43 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
BD 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782909
CIN 130021012500003

610105 1300210506 [REDACTED]
LLA :
BE 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785350
CIN 130021050600003

610106 1300210508 [REDACTED]
LLA :
BF 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785445
CIN 130021050800003

610107 1300210523 [REDACTED]
LLA :
BG 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785497
CIN 130021052300003

610208 1300185793-0003 [REDACTED]
LLA :
AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987
CIN 130018579300023

MOD 23 Funding 1823476.00
Cumulative Funding 51452944.00

MOD 24

410103 1300210121-0001 12134.00
LLA :
BC 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782864
CIN 130021012100004

410105 1300210506-0001 43014.00
LLA :
BE 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785350
CIN 130021050600004

410204 1300188199-0002 20000.00
LLA :
AV 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000636475
CIN 130018819900007

610103 1300210121-0001 [REDACTED]
LLA :
BC 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782864
CIN 130021012100006

610105 1300210506-0001 [REDACTED]
LLA :
BE 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785350
CIN 130021050600006

MOD 24 Funding 85299.00
Cumulative Funding 51538243.00

MOD 25

410001 1300180068-0007 684835.00
LLA :
AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816
CIN 130018006800019

410101 1300195645-0003 1960477.00
LLA :
AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357
CIN 130019564500019

410106 1300210508-0001 68256.00

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 44 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
BF 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785445
CIN 130021050800004

410108 1300218445 248143.00
LLA :
BH 1711804 12TA 252 41421 E 068892 2D XE0002 414211E2521Q
CIN 130021844500001

610001 1300180068-0007 [REDACTED]
LLA :
AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816
CIN 130018006800021

610101 1300195645-0003 [REDACTED]
LLA :
AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357
CIN 130019564500021

610108 1300218445 [REDACTED]
LLA :
BH 1711804 12TA 252 41421 E 068892 2D XE0002 414211E2521Q
CIN 130021844500003

MOD 25 Funding 3647431.00
Cumulative Funding 55185674.00

MOD 26

410001 1300180068-0008 1236763.00
LLA :
AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816
CIN 130018006800022

410102 1300195645-0002 (139016.00)
LLA :
AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357
CIN 130019564500016

610001 1300180068-0008 [REDACTED]
LLA :
AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816
CIN 130018006800024

610102 1300195645-0002 [REDACTED]
LLA :
AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357
CIN 130019564500018

MOD 26 Funding 1287747.00
Cumulative Funding 56473421.00

MOD 27

410109 13022709000001 100666.00
LLA :
BJ 1711804 12TA 252 41421 E 068892 2D XE0012 414211E2521Q

410110 130022852500001 54856.00
LLA :
BK 1711804 12TA 252 41421 E 068892 2D XE0034 414211E2521Q

410111 130019318000007 57382.00
LLA :
AX 1711804 8B5B 252 V0DE0 0 050120 2D 000000 A00000669777

410205 1300185793-0003 372981.00
LLA :
AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987
CIN Numbers: 130018579300001, 130018579300003, 130018579300004, 130018579300006,

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 45 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

130018579300007 and 130018579300009

410208 1300185793-0003 (229527.00)
LLA :
AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987
CIN 130018579300022

410210 130018579300010 100573.00
LLA :
AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

610109 13002270900003 [REDACTED]
LLA :
BJ 1711804 12TA 252 41421 E 068892 2D XE0012 414211E2521Q

610111 130019318000009 8000.00
LLA :
AX 1711804 8B5B 252 V0DE0 0 050120 2D 000000 A00000669777

610205 1300185793-0001 [REDACTED]
LLA :
AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

MOD 27 Funding 329931.00
Cumulative Funding 56803352.00

MOD 28

410211 1300233959-00001 3426088.00
LLA :
AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343
NAVSEA

410212 1300233972-00001 429402.00
LLA :
AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343
NAVSEA Help Desk

410213 1300234199-00001 40407.00
LLA :
BM 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000934173
NAWCWD

410214 1300233721-00001 423980.00
LLA :
BN 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930350

410215 1300233650-00001 743088.00
LLA :
BP 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930107
Help Desk

410216 1300233649-00001 704682.00
LLA :
BQ 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930015

420001 130023258100001 102455.00
LLA :
BL 1721804 5FIT 252 00039 0 050120 2D 000000 A00000920639

610211 1300023395900003 [REDACTED]
LLA :
AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343
NAVSEA

610212 1300233972 [REDACTED]
LLA :
AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343
NAVSEA HELP DESK

610213 1300234199-00003 [REDACTED]

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 46 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
BM 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000934173

610214 1300233721-00002 [REDACTED]
LLA :
BN 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930350

610215 1300233650-00002 [REDACTED]
LLA :
BP 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930107

610216 1300233649-00002 [REDACTED]
LLA :
BQ 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930015

620001 1300232581 [REDACTED]
LLA :
BL 1721804 5FIT 252 00039 0 050120 2D 000000 A00000920639

MOD 28 Funding 7413651.00
Cumulative Funding 64217003.00

MOD 29 Funding 0.00
Cumulative Funding 64217003.00

MOD 30

410001 1300180068-0008 131833.00
LLA :
AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816
CIN 130018006800022

410101 1300195645-0003 13438.00
LLA :
AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357
CIN 130019564500019

410103 1300210121-0001 8583.00
LLA :
BC 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782864
CIN 130021012100004

410104 1300210125 1054.00
LLA :
BD 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782909
CIN 130021012500001

410105 1300210506-0001 4638.00
LLA :
BE 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785350
CIN 130021050600004

410106 1300210508-0001 7772.00
LLA :
BF 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785445
CIN 130021050800004

410201 1300188770-0001 183171.00
LLA :
AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343
CIN Number: 130018877000001, 130018877000002 & 130018877000004

410203 1300187922 30929.00
LLA :
AU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000634113
CIN Numbers: 130018792200001, 130018792200004 & 130018792200005

410204 1300188199-0002 16216.00
LLA :
AV 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000636475
CIN 130018819900007

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4020	NS07	38	47 of 60	

410205 1300185793-0003 16995.00

LLA :

AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987
CIN Numbers: 130018579300001, 130018579300003, 130018579300004, 130018579300006,
130018579300007 and 130018579300009

410206 1300185978-0001 24563.00

LLA :

AS 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000622576
CIN Numbers: 130018597800001, 130018597800002 & 130018597800004

410207 1300193882-0001 31752.00

LLA :

BB 97X4930 NH1C 252 77777 0 000167 2F 000000 992374010070
CIN Numbers: 130019388200004 & 130019388200005

410209 130018579300016 137606.00

LLA :

AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

410210 130018579300010 5244.00

LLA :

AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

410217 1300236008 82976.00

LLA :

BR 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000947134
CIN 00001

410218 1300234752 153748.00

LLA :

BS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000937716
CIN 00001

412101 1300193180-0001 23758.00

LLA :

AX 1711804 8B5B 252 V0DE0 0 050120 2D 000000 A00000669777
CIN Numbers: 130019318000004 &
130019318000005

420301 1300232581 921581.00

LLA :

BL 1721804 5FIT 252 00039 0 050120 2D 000000 A00000920639
CIN 00004

610217 1300236008 [REDACTED]

LLA :

BR 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000947134
CIN 00002

610218 1300234752 [REDACTED]

LLA :

BS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000937716
CIN 00003

610219 1300236439 [REDACTED]

LLA :

BT 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000950192
CIN 00001

620301 1300232581 [REDACTED]

LLA :

BL 1721804 5FIT 252 00039 0 050120 2D 000000 A00000920639
CIN 00004

MOD 30 Funding 1964113.00
Cumulative Funding 66181116.00

MOD 31

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 48 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

420201 1300233972 510279.00
 LLA :
 AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343
 00005

420206 1300234199 126688.00
 LLA :
 BM 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000934173
 00005

420208 1300233721 581769.00
 LLA :
 BN 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930350
 00005

420209 1300233650 434642.00
 LLA :
 BP 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930107
 00005

420210 1300233649 694175.00
 LLA :
 BQ 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930015
 00005

420301 1300232581 1930442.00
 LLA :
 BL 1721804 5FIT 252 00039 0 050120 2D 000000 A00000920639
 CIN 00004

620201 1300233972 [REDACTED]
 LLA :
 AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343
 00005

620206 1300234199 [REDACTED]
 LLA :
 BM 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000934173
 00005

620208 1300233721 [REDACTED]
 LLA :
 BN 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930350
 00006

620209 1300233650 [REDACTED]
 LLA :
 BP 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930107
 00006

620210 1300233649 [REDACTED]
 LLA :
 BQ 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930015
 00006

620301 1300232581 [REDACTED]
 LLA :
 BL 1721804 5FIT 252 00039 0 050120 2D 000000 A00000920639
 CIN 00004

MOD 31 Funding 5058384.00
 Cumulative Funding 71239500.00

MOD 32

400001 1300151583-0008 95440.00
 LLA :
 AA 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420

420203 1300234752-0002 238349.00

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 49 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
BS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000937716
CIN 130023475200002

420204 1300236439-0001 9391.00
LLA :
BT 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000950192
CIN130023643900002

420207 1300250737 2858955.00
LLA :
BU 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001063476
CIN 130025073700001

420301 1300232581-0003 3850658.00
LLA :
BL 1721804 5FIT 252 00039 0 050120 2D 000000 A00000920639
CIN 130023258100006

420302 1300253657 200267.00
LLA :
BV 1721804 12TA 252 41421 E 068892 2D XE0005 414212E2521Q
CIN 130025365700001

600001 1300151583-0008 [REDACTED]
LLA :
AA 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420

620203 1300234752-0002 [REDACTED]
LLA :
BS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000937716
CIN 130023475200006

620207 1300250737 [REDACTED]
LLA :
BU 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001063476
CIN 130025073700001

620302 1300253657 [REDACTED]
LLA :
BV 1721804 12TA 252 41421 E 068892 2D XE0005 414212E2521Q
CIN 130025365700001

MOD 32 Funding 7459557.00
Cumulative Funding 78699057.00

MOD 33

420001 130023258100001 (102455.00)
LLA :
BL 1721804 5FIT 252 00039 0 050120 2D 000000 A00000920639

420202 1300236008 143641.00
LLA :
BW 97X4930 NH3P 252 77777 0 050120 2F 000000 A10000947134
00005

420210 1300233649 1218645.00
LLA :
BQ 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930015
00007

420301 1300232581 1000000.00
LLA :
BL 1721804 5FIT 252 00039 0 050120 2D 000000 A00000920639
CIN 130023258100007

420302 1300259511 216828.00
LLA :
BV 1721804 12TA 252 41421 E 068892 2D XE0005 414212E2521Q
00001

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 50 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

620001 1300232581 [REDACTED]
 LLA :
 BL 1721804 5FIT 252 00039 0 050120 2D 000000 A00000920639

MOD 33 Funding 2316358.00
 Cumulative Funding 81015415.00

MOD 34 Funding 0.00
 Cumulative Funding 81015415.00

MOD 35

400001 1300306752 3560.00
 LLA :
 AA 1701804 5FIT 252 00039 0 050120 2D 000000 A00000406420
 00001

410001 1300271940 110471.00
 LLA :
 AP 1711804 5FIT 252 00039 0 050120 2D 000000 A00000596816
 00001

410101 1300272103 74606.00
 LLA :
 AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357
 00001

410102 1300272017 5935.00
 LLA :
 AY 1711804 5FIT 252 00039 0 050120 2D 000000 A00000686357
 00001

410103 1300272031 8118.00
 LLA :
 BC 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782864
 00001

410104 1300272091 337.00
 LLA :
 BD 1711804 5FIT 252 00039 0 050120 2D 000000 A00000782909
 00001

410105 1300272093 2344.00
 LLA :
 BE 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785350
 00001

410106 1300272094 4803.00
 LLA :
 BF 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785445
 00001

410107 1300272095 4559.00
 LLA :
 BG 1711804 5FIT 252 00039 0 050120 2D 000000 A00000785497
 00001

410108 1300218445 46191.00
 LLA :
 BH 1711804 12TA 252 41421 E 068892 2D XE0002 414211E2521Q
 CIN 130021844500001

410109 1300227090 4334.00
 LLA :
 BJ 1711804 12TA 252 41421 E 068892 2D XE0012 414211E2521Q
 00002

410110 130022852500001 2361.00
 LLA :
 BK 1711804 12TA 252 41421 E 068892 2D XE0034 414211E2521Q

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4020	NS07	38	51 of 60	

410111 130019318000007 2470.00
 LLA :
 AX 1711804 8B5B 252 V0DE0 0 050120 2D 000000 A00000669777

410201 1300188770-0001 25543.00
 LLA :
 AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343
 CIN Number: 130018877000001, 130018877000002 & 130018877000004

410203 1300187922 33000.00
 LLA :
 AU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000634113
 CIN Numbers: 130018792200001, 130018792200004 & 130018792200005

410204 1300188199-0002 24500.00
 LLA :
 AV 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000636475
 CIN 130018819900007

410206 1300185978-0001 38500.00
 LLA :
 AS 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000622576
 CIN Numbers: 130018597800001, 130018597800002 & 130018597800004

410207 1300193882-0001 11283.00
 LLA :
 BB 97X4930 NH1C 252 77777 0 000167 2F 000000 992374010070
 CIN Numbers: 130019388200004 & 130019388200005

410208 1300185793-0003 12706.00
 LLA :
 AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987
 CIN 130018579300022

410209 130018579300016 93372.00
 LLA :
 AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

410210 130018579300010 5051.00
 LLA :
 AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

410211 1300233959-00001 156330.00
 LLA :
 AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343
 NAVSEA

410212 1300233972-00001 32594.00
 LLA :
 AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343
 NAVSEA Help Desk

410213 1300234199-00001 6844.00
 LLA :
 BM 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000934173
 NAWCWD

410214 1300233721-00001 36346.00
 LLA :
 BN 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930350

410215 1300233650-00001 69906.00
 LLA :
 BP 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930107
 Help Desk

410216 1300233649-00001 77154.00
 LLA :
 BQ 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930015

410217 1300236008 3787.00

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 52 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

LLA :
BR 97X4930 NH3P 252 77777 0 050120 2F 000000 A00000947134
CIN 00001

410218 1300234752-0002 7016.00
LLA :
BS 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000937716
CIN 130023475200005

420207 1300250737 715126.00
LLA :
BU 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001063476
CIN 130025073700002, 00003

420301 1300232581 380197.00
LLA :
BL 1721804 5FIT 252 00039 0 050120 2D 000000 A00000920639
CIN 130023258100007

610108 1300218445 [REDACTED]
LLA :
BH 1711804 12TA 252 41421 E 068892 2D XE0002 414211E2521Q
CIN 130021844500003

610203 130018792200006 [REDACTED]
LLA :
AU 97X4930 NH2A 252 77777 0 050120 2F 000000 A00000634113

610204 1300188199-0001 [REDACTED]
LLA :
AV 97X4930 NH3S 253 77777 0 050120 2F 000000 A00000636475
CIN Number: 130018819900006

610206 130018597800006 [REDACTED]
LLA :
AS 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000622576

610209 130018579300017 [REDACTED]
LLA :
AR 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000620987

610212 1300233972 [REDACTED]
LLA :
AT 97X4930 NH1C 252 77777 0 000167 2F 000000 992370000343
NAVSEA HELP DESK

610213 1300234199-00003 [REDACTED]
LLA :
BM 97X4930 NH2C 252 77777 0 050120 2F 000000 A00000934173

610214 1300233721-00002 [REDACTED]
LLA :
BN 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930350

610215 1300233650-00002 [REDACTED]
LLA :
BP 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930107

610216 1300233649-00002 [REDACTED]
LLA :
BQ 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930015

620202 130236008 [REDACTED]
LLA :
BW 97X4930 NH3P 252 77777 0 050120 2F 000000 A10000947134
00007

620207 1300250737 [REDACTED]
LLA :
BU 97X4930 NH1C 252 77777 0 050120 2F 000000 A00001063476
CIN 130025073700003, 00004

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 53 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

620210 1300233649 [REDACTED]
 LLA :
 BQ 97X4930 NC1H 251 91001 0 050120 2F 000000 A00000930015
 00008

620301 1300232581 [REDACTED]
 LLA :
 BL 1721804 5FIT 252 00039 0 050120 2D 000000 A00000920639
 CIN 00008

MOD 35 Funding 2654149.00
 Cumulative Funding 83669564.00

MOD 36

620303 1300309843 [REDACTED]
 LLA :
 BX 1731804 5FIT 252 00039 0 050120 2D 000000 A00001447208

MOD 36 Funding 222817.00
 Cumulative Funding 83892381.00

MOD 37

620211 1300315898 [REDACTED]
 LLA :
 BY 97X4930 NC1H 251 91001 0 050120 2F 000000 A00001497324
 130031589800001

620303 1300309843 [REDACTED]
 LLA :
 BX 1731804 5FIT 252 00039 0 050120 2D 000000 A00001447208
 130030984300002

MOD 37 Funding 275032.00
 Cumulative Funding 84167413.00

MOD 38

430001 1300309843 [REDACTED] 441464.00
 LLA :
 BX 1731804 5FIT 252 00039 0 050120 2D 000000 A00001447208
 130030984300003

430201 1300315898 [REDACTED] 27495.00
 LLA :
 BY 97X4930 NC1H 251 91001 0 050120 2F 000000 A00001497324
 130031589800002

630001 1300309843 [REDACTED]
 LLA :
 BX 1731804 5FIT 252 00039 0 050120 2D 000000 A00001447208
 130030984300003

630201 1300315898 [REDACTED]
 LLA :
 BY 97X4930 NC1H 251 91001 0 050120 2F 000000 A00001497324
 130031589800003

MOD 38 Funding 576949.00
 Cumulative Funding 84744362.00

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 54 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

H-2 DATA RIGHTS

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

H-3 CONTRACTOR 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-4 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

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 55 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

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

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

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

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

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

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

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

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

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

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

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

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

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

H-5 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 56 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

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

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

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 57 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE _____
TYPED NAME _____
DATE _____

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

- (1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service")
- (2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.
- (3) resort to such other rights and remedies as provided for under this contract and under Federal law.

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

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

H-6 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.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 58 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

H-7 ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor's basic SeaPort IDIQ contract is incorporated in this task order by reference.

H-8 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 59 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CONTRACT NO. N00178-04-D-4020	DELIVERY ORDER NO. NS07	AMENDMENT/MODIFICATION NO. 38	PAGE 60 of 60	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Contract Data Requirements List

Award Fee Plan

DD254

Contractor Teaming Arrangement

Performance Work Statement