

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 07	3. EFFECTIVE DATE 24-Jul-2009	4. REQUISITION/PURCHASE REQ. NO. N66001-09-MR-61199		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001 andrea.eckenrode@navy.mil 619-553-5283	CODE N66001	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Computer Sciences Corporation 1201 M. Street SE, Suite 400 Washington DC 20003	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4030-7N02
	10B. DATED (SEE ITEM 13) 27-Jul-2007
CAGE CODE 8X463	FACILITY CODE 112373324

**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)**

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) CLAUSE 52.217-9 Option to Extend the Term of the Contract

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) Art Schrubb, Manager of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Robert Ashley, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Art Schrubb (Signature of person authorized to sign)	15C. DATE SIGNED 24-Jul-2009	16B. UNITED STATES OF AMERICA BY /s/Robert Ashley (Signature of Contracting Officer)	16C. DATE SIGNED 24-Jul-2009

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to Exercise Option Year 2 and to change the Performance Work Statement (PWS) to a Statement of Work (SOW). No substantiative changes have been made in the work requirements; only the title of the document has changed from PWS to SOW. A conformed copy of this Task Order is attached to this modification for information purposes only.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 1 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
1001	Labor for Business Applications Support in accordance with the Performance Work Statement and Contract Data Requirements List (OTHER)	1.0 Lot		
1002	Labor for Business Applications Support in accordance with the Performance Work Statement and Contract Data Requirements List (OTHER)	1.0 Lot		

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
3001	ODCs for Business Applications Support in accordance with the Performance Work Statement and Contract Data Requirements List (OTHER)	1.0 Lot
3002	ODCs for Business Applications Support in accordance with the Performance Work Statement and Contract Data Requirements List (OTHER)	1.0 Lot

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4003	Labor for	1.0 Lot		

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 2 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

Business Applications Support in accordance with the Performance Work Statement and Contract Data Requirements List (OTHER)

4004 Labor for Business Applications Support in accordance with the Performance Work Statement and Contract Data Requirements List (OTHER) Option 1.0 Lot

4005 Labor for Business Applications Support in accordance with the Performance Work Statement and Contract Data Requirements List (OTHER) Option 1.0 Lot

For ODC Items:

Item Supplies/Services Qty Unit Est. Cost

6003 ODCs for Business Applications Support in accordance with the Performance Work Statement and Contract Data Requirements List (OTHER) 1.0 Lot

6004 ODCs for Business Applications Support in accordance with the Performance Work Statement and Contract Data Requirements List (OTHER) Option 1.0 Lot

6005 ODCs for Business Applications Support in accordance with 1.0 Lot

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 3 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

the Performance  
Work Statement  
and Contract Data  
Requirements List  
(OTHER)  
Option

#### **B-1 ADDITIONAL SLINS**

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

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

##### (a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours, estimated to be expended under this task order is [REDACTED] hours. The [REDACTED] direct labor hours include 0 uncompensated overtime labor hours.

##### (b) Computation of Fee.

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

##### (c) Modifications.

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

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

##### (d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of [REDACTED] for CLIN 1001, [REDACTED] for CLIN 1002, [REDACTED] for CLIN 4003, [REDACTED] for CLIN 4004, and [REDACTED] for CLIN 4005 per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed [REDACTED] of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 4 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

### STATEMENT OF WORK SSC Pacific BUSINESS APPLICATIONS SUPPORT JUNE 23, 2009

#### 1.0 INTRODUCTION

The Space and Naval Warfare Systems Center, Pacific, (SSC Pacific) Information Technology (IT) and Business Systems Division, Code 72402, has a requirement for technical services to support Business Systems applications.

#### 2.0 BACKGROUND

SSC Pacific is involved in evaluating and validating new technology, conducting exploratory research, documenting procedures for implementation as projects go into production, and a wide variety of research and communications requirements. The SSC Pacific Information Technology (IT) and Business Systems Division, 73400, has a requirement for technical services to support multiple Business Support Applications. Most of these applications utilize a single Oracle Corporate Database (CDB). However, some applications were developed using Microsoft Access and Lotus Domino and may have a separate database. Each application serves a separate business function for SSC Pacific.

#### 2.1 CORPORATE DATA BASE (CDB)

The CDB is a three-environment system implemented around Oracle database, Oracle Application Server, Oracle Forms, Oracle Reports, Oracle SQLPLUS and other Oracle tools. In addition to the Oracle based applications. There are multiple environments within the CDB Business Applications Suite and each supports different aspect of SPAWAR business functions. The Production (PRD) environment, the operational system, is the "CDB System" as seen by the end user. The Staging (STG) environment is a shared environment for the integration and system level testing of software/hardware changes and upgrades prior to promotion to the Production environment. All development, enhancement, change, and troubleshooting/debug activities are conducted in the Development (DEV) environment. Unit testing is conducted in DEV environment prior to import into the Staging environment. Desktop Personal Computer (PC) workstations utilizing Internet Browser technology serve as user interface devices. Presentation Layer Devices are networked to the CDB Application Layer using the SSC Pacific Base-wide network infrastructure. The CDB Application Layer consists of a UNIX based server. The core of the CDB Application level is the Oracle Forms application and the Oracle Reports. The CDB Application Layer is closely coupled to the Database Layer, which acts as the central warehouse for system data.

#### 3.0 SCOPE

This is a performance based service acquisition to provide Business Systems support to its user community. Services provided will make use of Oracle products including Oracle Database, Oracle Application Server, Oracle Forms, Oracle Reports and other Oracle tools. In addition to the Oracle based

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 5 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

applications products Microsoft Access will be used for some application maintenance and Harvest will be used for Configuration Management. All data generated on government computers and Websites with Government access.

#### 4.0 APPLICABLE DOCUMENTS

Department of Defense Federal Information Security Management Act (FISMA) guidance.

#### 5.0 REQUIREMENTS

##### 5.1 Business Application Support

The contractor shall use Oracle Web tools, techniques, languages, and technologies to support several business applications and data queries and data access applications. Application support will include, as a minimum, web administration, database administrator, application analysis, requirements management, software development and maintenance, unit and integration testing, configuration management, project support and application security. As applications migrate to the NMCI network, Configuration Management will migrate from Harvest to the TRIM Context 6 enterprise content management (ECM) tool. Applications to be supported include but not be limited to Automated Information Security System-Accreditation (AISSA), Contract Data Requirements List (CDRL), Contract Information Management System (CIMS), Facilities Data Entry System (FDES), Facility Cost Transfer System (FCT), Mandatory Training Tool (MTT), Military Personnel System (MILPERS), Property Loss (PL), Security Control System (SCS), Standard Invoice Loading and Tracking System, (SILTS), **Quad Charts (a database of C4I project quad charts), Balanced Scorecard (the implementation of the Center's C4I strategy), Critical Projects (the status and tracking of C4I high visibility projects), and Planning Projects (the financial information for C4I projects)**. Database support will include the Corporate Database (CDB) and the MS Access Document Control System (DCS). The contractor shall provide support services in the work areas listed in paragraphs 5.2 through 5.8.

##### 5.2 Web Administration

The contractor shall provide Web administration support to ensure application servers are free of security vulnerabilities and are kept up to date as hardware changes are made to the machines. Support shall include, as a minimum:

- Apply the quarterly Oracle Critical Patch updates.
- Install the new Oracle Application Server software.
- Monitor the application server.
- Work with the developers relating to application server issues.
- Apply security changes as required.
- Work with the systems group when hardware changes are made to the machines.
- Maintain the Harvest software environment.

##### 5.3 Database Administration

The contractor shall provide the required administrative support to ensure database servers are free of security vulnerabilities and kept up to date as hardware and software configuration changes occur. Support shall include, as a minimum:

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 6 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

- Database design
- Data modeling
- Monitor the databases.
- Adjust table spaces as needed.
- Provide input to the Helpdesk with database issues.
- Apply the quarterly Oracle Critical Patch Updates.
- Apply security changes as required.
- Run checks for password changes.
- Work with the systems group when hardware changes are made to the machines.
- Install new versions of the database.
- Install new applications on the database.
- Maintain the Harvest database.
- Deploy and maintain the TRIM ECM tool.
- Setup views for the Enterprise Resource Planning (ERP) system Business Warehouse (BW) to replace Brio Query.
- Perform System Security Authorization Agreement (SSAA) analysis and respond to the SSAA requirements.

#### **5.4 Application Analysis**

The contractor shall provide analysis to the existing Business Application software environment, including associated application interfaces to maintain functionality. Support shall include, as a minimum:

- Analyze changes to legacy applications.
- Interface with the developers on pertinent legacy application issues.
- Support the interfaces between the Corporate Database and ERP.
- Provide daily support for the legacy applications when the users call.
- Provide support to the users for query information and database structure.
- Troubleshoot problems as they are reported.
- Make recommendations for improvements to the overall applications environment, including recommendations for TRIM ECM deployment.

#### **5.5 Requirements Management**

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 7 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

The contractor shall provide input to Government business process owners to identify and manage business requirements. Support shall include, as a minimum:

- Develop and maintain requirements definition documentation.
- Document roles and responsibilities.
- Develop and maintain requirements traceability matrix.

#### **5.6 Software Development, Maintenance, and Testing**

The contractor shall provide input to the development, modification, and maintenance of Business Application software based upon Government directed and approved requirements. The contractor shall test and document development processes for Government review.

#### **5.7 Project Support**

The contractor shall provide project support for the Business Applications environment. The contractor shall create, modify and maintain Business Application user documentation. Support shall include, as a minimum:

- Serve as Site Administrator of the Ascendant Toolset, Test Director and Harvest software.
- Provide reporting to Government Project Manager.
- Coordinate Documentation for the Navy ERP Convergence Team.
- Maintain project plans.
- Maintain project schedules.
- Develop and maintain user training manuals.

#### **5.8 Application Security**

The contractor shall provide application security assistance to support the Center's Business Application Authority to Operate (ATO) that has been granted by the Naval Network Warfare Command. The contractor shall adhere to Department of Defense Federal Information Security Management Act (FISMA) guidance in performance of this task. Support shall include, as a minimum:

- Develop and maintain System Security Authorization Agreement (SSAA) for Business Applications.
- Develop, test and maintain Contingency Plans for Business Applications.
- Develop, test and maintain Security Control test documentation
- Document Results of Security Control tests
- Develop and maintain Annual Security Review document
- Perform Annual Security Review

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 8 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

## 6.0 DELIVERABLES

Data deliverables shall be submitted as specified in the attached CDRL, DD1423.

## 7.0 GOVERNMENT FURNISHED PROPERTY

The Government will provide desk space, NMCI desktop computer(s), and administrative/office supplies to the on-site contractor support personnel.

## 8.0 MISCELLANEOUS

### 8.1 Security

Unclassified. U.S. citizenship is required.

### 8.2 Data Access

The contractor shall provide Government access to all computer generated on-line data, related to this order, at SSC Pacific and at the contractor's facility. The contractor shall insure that administrators of application services have after-hour remote access. Such remote access shall not be accomplished using employee owned computers because current Network Security guidelines prohibit personally owned computers for remote access users.

## 9.0 TECHNICAL POINT OF CONTACTS

Task Order Manager:

Eric Hendrix, Code 73402, Telephone 619 553 2403 email: rick.hendrix@navy.mil

Technical Point of Contact:

**Kristin Packer, Code 73410, Telephone 619 553 9641 email: kristin.packer@navy.mil**

## 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).

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 9 of 24	FINAL
----------------------------------	----------------------------	-----------------	-------

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

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

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 10 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

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

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

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

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

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

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

C-6 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001) (SPAWAR C-719)

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

The EIT to be provided under this contract has been designated as a National Security System.

The EIT acquired by the contractor is incidental to this contract.

The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 11 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

\_\_\_ Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

\_\_\_ The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 12 of 24	FINAL
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## SECTION D PACKAGING AND MARKING

### D-1 MARKING OF SHIPMENT (DEC 1999)(SPAWAR D-308)

Each shipment of material and/or data shall be clearly marked to show the following information:

#### SHIP TO:

Receiving Officer, Code 229  
SPAWARSYSCEN San Diego  
53560 Hull Street  
San Diego, CA 92152-5410

#### MARK FOR:

Contract #: N00178-04-D-4030  
Order #: 7N02  
CLIN #:  
Attn: Code 73400

The receiving office is open for deliveries Monday through Thursday from 7:30 am to 4:30 pm.

### D-305 PREPARATION FOR DELIVERY (MAR 1999)

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 1 September 1995.

(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129 "Military Standard Marking for Shipment and Storage."

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 13 of 24	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-4030	DELIVERY ORDER NO. 7N02	PAGE 14 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

#### CLIN(S) PERIOD(S) OF PERFORMANCE

1001 27 July 2007 - 26 July 2008  
3001 27 July 2007 - 26 July 2008

1002 27 July 2008 - 26 July 2009  
3002 27 July 2008 - 26 July 2009

4003 27 July 2009 - 26 July 2010  
6003 27 July 2009 - 26 July 2010

4004 27 July 2010 - 26 July 2011  
6004 27 July 2010 - 26 July 2011

4005 27 July 2011 - 26 July 2012  
6005 27 July 2011 - 26 July 2012

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 15 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

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

This is a Cost Plus Fixed Fee task order.

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

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

(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-599-9293.

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

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

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

WAWF Invoice Type: Cost Voucher

Issuing Office DODAAC: N66001

Admin DODAAC: DD1155=Block 7

Inspector DODAAC (if applicable): N66001

Acceptor DODAAC: N66001

\*\*LPO DODAAC: DD1155=Block 14

PAY DODAAC: DD1155=Block 15

### G-5 ACTIVITY OMBUDSMAN

The SPAWAR SSC San Diego Ombudsman for this Task Order is:

Name: TAMMY SANCHEZ

Code: SPAWARSSCEN, San Diego Code 220

Address: 53560 Hull St., San Diego CA 92152-5001

Phone: (619) 553-3200

E-Mail: [tammy.sanchez@navy.mil](mailto:tammy.sanchez@navy.mil)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 16 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

G-6 TASK ORDER MANAGER

Eric J Hendrix, 73402

53605 Hull St - Bldg A33, Room 2216

San Diego, CA 92152

rick.hendrix@navy.mil

619-553-2403

Accounting Data

SLINID	PR Number	Amount
1001	2000016313	[REDACTED]
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016313AA		
3001		[REDACTED]
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 2000016313AA		
MOD 2		
1002	2000018163	[REDACTED]
LLA :		
AB 97X4930 NH3P 000 77777 0 066001 2F 000000 2000018163AB		
3002	2000018163	[REDACTED]
LLA :		
AB 97X4930 NH3P 000 77777 0 066001 2F 000000 2000018163AB		
MOD 4		
1002	2000018163	[REDACTED]
LLA :		
AB 97X4930 NH3P 000 77777 0 066001 2F 000000 2000018163AB		
MOD 5		
1002	2000018163	[REDACTED]
LLA :		
AB 97X4930 NH3P 000 77777 0 066001 2F 000000 2000018163AB		
MOD 6		
1002	2000018163	[REDACTED]
LLA :		
AB 97X4930 NH3P 000 77777 0 066001 2F 000000 2000018163AB		
MOD 07		
4003	2000021081	[REDACTED]
LLA :		
AC 97X4930 NH3P 000 77777 0 066001 2F 000000 2000021081AC		
6003	2000021081	[REDACTED]
LLA :		
AC 97X4930 NH3P 000 77777 0 066001 2F 000000 2000021081AC		

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 17 of 24	FINAL
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## SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

(b) Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

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

### H-2 DATA RIGHTS (RESTATED FROM BASIC CONTRACT)

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

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

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 18 of 24	FINAL
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3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject inventions, disclosed in any patents or pending patent applications in which the Contractor has:

- (a) any title, right or interest; and
- (b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order. For each background invention, the list shall identify:
  - (a) patent or pending patent application number;
  - (b) title of the patent or pending patent application;
  - (c) issue date of the patent, or filing date of the pending patent application;
  - (d) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;
  - (e) the nature of the Contractor's right, title or interest in the background invention;
  - (f) if the Government or any third part has any right, title or interest in the background invention; and
  - (g) if the Contractor is willing to sell the Government a license to practice the background invention.

The list shall be an attachment to the affected task order, and the Contractor shall update the list, as necessary, during performance of the task order to promptly identify all background inventions.

B. Delivery of Noncommercial Computer Software and Technical Data. Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Task Order Contracting Officer in writing that it intends to modify the physical delivery requirement. If the Task Order Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into the affected task order by modification.

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

- (a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSSYSCOM prior to completion of the picture badge request.
- (b) An automobile decal will be issued by SPAWARSSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.
- (c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 19 of 24	FINAL
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shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

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

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

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

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

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

(a) Definition.

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

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

(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),

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 20 of 24	FINAL
----------------------------------	----------------------------	------------------	-------

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

- (a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:
- (1) Planning phase.
  - (2) Defense Planning Guidance.
  - (3) Programming Phase.
  - (4) Fiscal Guidance (when separate from Defense Planning guidance).
  - (5) Program Objective Memoranda.
  - (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
  - (7) Program review Proposals.
  - (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
  - (9) Proposed Military Department Program Reductions (or Program Offsets).
  - (10) Tentative Issue Decision Memoranda.
  - (11) Program Decision Memoranda.
  - (12) Budgeting Phase.
  - (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 21 of 24	FINAL
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- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

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

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

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company and subsidiaries (if any), and any financial interests they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

STATEMENT OF NONDISCLOSURE OF PPBS DATA

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

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

SIGNATURE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

DATE \_\_\_\_\_

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 22 of 24	FINAL
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(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-7 TECHNICAL INSTRUCTIONS

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

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

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

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

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

#### H-8 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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 23 of 24	FINAL
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## SECTION I CONTRACT CLAUSES

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

- (a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. 7N02	PAGE 24 of 24	FINAL
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## SECTION J LIST OF ATTACHMENTS

DD Form 1423, Contract Data Requirements List (CDRL)-21 May 2008, 4 pages  
Statement of Work, 23 June 2009, 7 pages