

2. AMENDMENT/MODIFICATION NO. 20	3. EFFECTIVE DATE 13-Aug-2013	4. REQUISITION/PURCHASE REQ. NO. 1300370679	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR-Systems Center Lant (CHRL) P.O. BOX 190022 North Charleston SC 29419-9022	CODE N65236	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) KSJ & Associates, Inc. 5203 Leesburg Pike, Suite 901 Falls Church VA 22041		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5129-V701 10B. DATED (SEE ITEM 13) 04-Apr-2011
CAGE CODE 1J3U7	FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22. Limitation Of Funds

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ 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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY (Signature of Contracting Officer) 13-Aug-2013

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 2 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to provide \$689,255.00 in incremental funding to option year two. All other terms and conditions remain the same. A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$3,935,537.41 by \$689,255.00 to \$4,624,792.41.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400311	OTHER	0.00	220,149.00	220,149.00
400312	OTHER	0.00	317,106.00	317,106.00
400313	OTHER	0.00	140,000.00	140,000.00
600306	OTHER	0.00	6,000.00	6,000.00
600307	OTHER	0.00	6,000.00	6,000.00

The total value of the order is hereby increased from \$5,338,055.98 by \$0.00 to \$5,338,055.98.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING – BASE YEAR

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$1,025,912.07. Subject to the provisions of the clause entitled "Limitation of Funds (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of 1,025,912.07 shall arise unless additional funds are made available and are incorporated as a modification to this order.

CLIN	EST CPFF	PRIOR FUND	CHANGE	TOTAL FUND	UNFUNDED
4001	\$1,682,070.79	\$991,592.07	\$0.00	\$991,592.07	\$690,478.72
6001	\$36,000.00	\$34,320.00	\$0.00	\$34,320.00	\$1,680.00
TOTAL	\$1,718,070.79	\$1,025,912.07	\$0.00	\$1,025,912.07	\$692,158.72

LIMITATION OF LIABILITY - INCREMENTAL FUNDING – OPTION YEAR ONE

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$1,778,625.34. Subject to the provisions of the clause entitled "Limitation of Funds (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$1,778,625.34 shall arise unless additional funds are made available and are incorporated as a modification to this order.

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 3 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

CLIN	EST CFFF	PRIOR FUND	CHANGE	TOTAL FUND	UNFUNDED
4002	\$1,742,625.34	\$1,742,625.34	\$0.00	\$1,742,625.34	\$0.00
6002	\$36,000.00	\$36,000.00	\$0.00	\$36,000.00	\$0.00
TOTAL	\$1,778,625.34	\$1,778,625.34	\$0.00	\$1,778,625.34	\$0.00

LIMITATION OF LIABILITY - INCREMENTAL FUNDING – OPTION YEAR TWO

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$1,778,625.34. Subject to the provisions of the clause entitled "Limitation of Funds (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$1,778,625.34 shall arise unless additional funds are made available and are incorporated as a modification to this order.

CLIN	EST CFFF	PRIOR FUND	CHANGE	TOTAL FUND	UNFUNDED
4003	\$1,805,359.85	\$1,110,000.00	\$677,255.00	\$1,787,255.00	\$18,104.85
6003	\$36,000.00	\$21,000.00	\$12,000.00	\$33,000.00	\$3,000.00
TOTAL	\$1,841,359.85	\$1,131,000.00	\$689,255.00	\$1,820,255.00	\$21,104.85

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 1 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	J058	Technical Program Management and Strategic Systems Engineering Support to Military Health Systems Program (TBD)					\$1,682,070.79
400101	J058	ACRN: AA Tasks all PWS (OTHER)					
400102	J058	ACRN: AB Tasks all PWS (OTHER)					
400103	J058	ACRN: AC Tasks all PWS (OTHER)					
400104	J058	ACRN: AD Tasks all PWS (OTHER)					
400105	J058	ACRN: AE Tasks all PWS (OTHER)					
400106	J058	ACRN: AF Tasks all PWS (OTHER)					
400107	J058	ACRN: AG Tasks 8.1 & 8.4 (OTHER)					
4002	J058	Technical Program Management and Strategic Systems Engineering Support to Military Health Systems Program (TBD)					\$1,742,625.34
400201	J058	ACRN AH: Labor for PWS PR: 1300253316 DOC: N6890112RCX0002 COST CODE: 689012L1X04Q NWA: 100000580410-0130 (TBD)					

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 2 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

400202	J058	ACRN AJ: Labor for PWS PR: 1300255382 DOC: PRM20596 NWA: 100000703664 0060 (TBD)				
400203	J058	ACRN AK: Labor for PWS PR: 1300283914 NWA/JON: 100000579674 0060 (TBD)				
400204	J058	ACRN AL: Labor for PWS NWA/JON: 100000703664 0060 (TBD)				
400205	J058	ACRN AM: Labor for PWS NWA/JON: 100000742221 0060 (TBD)				
400206	J058	ACRN AN: Labor for PWS PR: 1300297404 NWA/JON: 100000697916 0060 (TBD)				
4003	J058	Technical Program Management and Strategic Systems Engineering Support to Military Health Systems Program (TBD)	●	●	●	●
400301	J058	ACRN AP: Labor for PWS NWA/JON: 100000814013-0060 "This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. § 2410(a). The period of performance is 12 months. The start date is upon task order award and end date is twelve (12) months from the date of task order award." (OTHER)				\$1,805,359.85

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 3 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

400302 J058 ACRN AQ: Labor
for PWS
NWA/JON:
100000772755-0060

"This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. § 2410(a). The period of performance is 12 months. The start date is upon task order award and end date is twelve (12) months from the date of task order award."
(OTHER)

400303 J058 ACRN AR: Labor
for PWS
NWA/JON:
100000814007-0060

"This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. § 2410(a). The period of performance is 12 months. The start date is upon task order award and end date is twelve (12) months from the date of task order award."
(OTHER)

400304 J058 ACRN AS: Labor
for PWS
NWA/JON:
100000773020-0060

"This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. § 2410(a). The

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 4 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

period of
performance is 12
months. The
start date is
upon task order
award and end
date is twelve
(12) months from
the date of task
order award."
(OTHER)

400305 J058 ACRN AT: Labor
for PWS 8.1
NWA:
100000814013-0060
(OTHER)

400306 J058 ACRN AU: Labor
for PWS 8.2
NWA:
100000814007-0060
(OTHER)

400307 J058 ACRN AV: Labor
for PWS 8.3
NWA:
100000773020-0060
(OTHER)

400308 J058 ACRN AW: Labor
for PWS 8.4
NWA:
100000772755-0060
(OTHER)

400309 J058 ACRN AX PR
1300345344
TASKS 8.1-8.4
(O&MN,N)

400310 J058 ACRN AY PR
1300345344
TASKS 8.1-8.4
(O&MN,N)

400311 J058 ACRN: AZ
PR: 1300370679
MIPR: PRM35319
NWA/JON:
100000835015-0060
(OTHER)

400312 J058 ACRN: BA
PR: 1300370679
MIPR: PRM34783
NWA/JON:
100000773488-0060
(OTHER)

400313 J058 ACRN: BB
PR: 1300370679
DOC:
N4689613MPJTF38
COST CODE:
4689631H304Q
NWA/JON:

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 5 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

10000831524-0060
(OTHER)

4004 J058 Technical Program Management and Strategic Systems Engineering Support to Military Health Systems Program (TBD) Option ██████████ ██████████ ██████████ ██████████ \$1,870,352.81

4005 J058 Technical Program Management and Strategic Systems Engineering Support to Military Health Systems Program (TBD) Option ██████████ ██████████ ██████████ ██████████ \$1,937,685.51

For ODC Items:


Item	PSC Code	Supplies/Services	Qty	Unit	Est. Cost
-----	-----	-----	-----	-----	-----
6001	J058	Technical Program Management and Strategic Systems Engineering Support to Military Health Systems Program (TBD)	██████	██████	\$36,000.00
600101	J058	ACRN: AA ODCs (OTHER)			
600102	J058	ACRN: AB ODCs (OTHER)			
600103	J058	ACRN: AC ODCs (OTHER)			
600104	J058	ACRN: AE ODCs (OTHER)			
600105	J058	ACRN: AG ODCs (OTHER)			
6002	J058	Technical Program Management and Strategic Systems Engineering Support to Military Health Systems Program (TBD)	██████	██████	\$36,000.00
600201	J058	ACRN AJ: ODC for PWS PR: 1300255382 DOC: PRM20596 NWA: 100000703664			

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 6 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

0060 (TBD)

600202 J058 ACRN AK: ODCs for
PWS
PR: 1300283914
NWA/JON:
100000579674 0060
(TBD)

600204 J058 ACRN AM: ODCs for
PWS
PR: 1300291353
NWA/JON:
100000742221 0060
(TBD)

6003 J058 Technical Program  \$36,000.00
Management and
Strategic Systems
Engineering
Support to
Military Health
Systems Program
(TBD)

600301 J058 ACRN AP: ODCs for
PWS
NWA/JON:
100000814013-0060

"This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. § 2410(a). The period of performance is 12 months. The start date is upon task order award and end date is twelve (12) months from the date of task order award."
(OTHER)

600302 J058 ACRN AR: ODCs for
PWS
NWA/JON:
100000814007-0060

"This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. § 2410(a). The period of performance is 12

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 7 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

months. The start date is upon task order award and end date is twelve (12) months from the date of task order award."
(OTHER)

600303 J058 ACRN AT: ODCs for PWS 8.1
NWA/JON:
100000814013-0060

(OTHER)

600304 J058 ACRN AU: ODCs for PWS 8.2
NWA/JON:
100000814007-0060

(OTHER)

600305 J058 ACRN AX PR
1300345344
ODCs 8.1-8.4
(O&MN,N)

600306 J058 ACRN: BC
PR: 1300370679
MIPR: PRM35319
NWA/JON:
100000835015-0060

(OTHER)

600307 J058 ACRN: BD
PR: 1300370679
MIPR: PRM34783
NWA/JON:
100000773488-0060

(OTHER)

6004 J058 Technical Program Management and Strategic Systems Engineering Support to Military Health Systems Program (TBD) Option ████ ████ \$36,000.00

6005 J058 Technical Program Management and Strategic Systems Engineering Support to Military Health Systems Program (TBD) Option ████ ████ \$36,000.00

5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the following number of staff-hours of direct labor,

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 8 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

[Contractor shall insert number of estimated direct labor staff hours]

Total Staff-Hours (X)* Total Prime Staff-Hours Fixed Fee**
 *(inclusive of Prime and any proposed Subcontractor(s))

Base Period _____
 Option 1 _____
 Option 2 _____
 Option 3 _____
 Option 4 _____

**Contractor is to identify basis for fixed fee amount: ___ Prime Hours Only ___ Total Staff-Hours

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that ___ staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work. The total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ration of fee to the estimated total hours then set forth in the contract.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

(1) The total number of staff-hours of direct labor expended during the applicable period.

(2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(3) A breakdown of other costs incurred.

(4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 9 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(6) A calculation of the appropriate fee reduction in accordance with this clause.

All submissions required by this paragraph shall separately identify subcontractor information, if any.

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 _____ [Contracting officer insert number of hours at time of award in accordance with successful offeror’s proposal] hours. The _____ [Contracting officer insert number of hours at time of award in accordance with successful offeror’s proposal] direct labor hours include _____ [Contracting officer insert number of hours at time of award in accordance with successful offeror’s proposal] 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 \$ _____ [Contracting officer insert dollar amount(s)] per labor hour invoiced by the contractor subject to the contract’s “Fixed Fee” clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

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

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.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING – BASE YEAR

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$1,025,912.07. Subject to the provisions of the clause entitled “Limitation of Funds (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of 1,025,912.07 shall arise unless additional funds are made available and are incorporated as a modification to this order.

CLIN	EST CPF	PRIOR FUND	CHANGE	TOTAL FUND	UNFUNDED
4001	\$1,682,070.79	\$991,592.07	\$0.00	\$991,592.07	\$690,478.72
6001	\$36,000.00	\$34,320.00	\$0.00	\$34,320.00	\$1,680.00

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 10 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

TOTAL	\$1,718,070.79	\$1,025,912.07	\$0.00	\$1,025,912.07	\$692,158.72
-------	----------------	----------------	--------	----------------	--------------

LIMITATION OF LIABILITY - INCREMENTAL FUNDING – OPTION YEAR ONE

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$1,778,625.34. Subject to the provisions of the clause entitled “Limitation of Funds (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$1,778,625.34 shall arise unless additional funds are made available and are incorporated as a modification to this order.

CLIN	EST CPFF	PRIOR FUND	CHANGE	TOTAL FUND	UNFUNDED
4002	\$1,742,625.34	\$1,742,625.34	\$0.00	\$1,742,625.34	\$0.00
6002	\$36,000.00	\$36,000.00	\$0.00	\$36,000.00	\$0.00
TOTAL	\$1,778,625.34	\$1,778,625.34	\$0.00	\$1,778,625.34	\$0.00

LIMITATION OF LIABILITY - INCREMENTAL FUNDING – OPTION YEAR TWO

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$1,778,625.34. Subject to the provisions of the clause entitled “Limitation of Funds (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$1,778,625.34 shall arise unless additional funds are made available and are incorporated as a modification to this order.

CLIN	EST CPFF	PRIOR FUND	CHANGE	TOTAL FUND	UNFUNDED
4003	\$1,805,359.85	\$1,110,000.00	\$677,255.00	\$1,787,255.00	\$18,104.85
6003	\$36,000.00	\$21,000.00	\$12,000.00	\$33,000.00	\$3,000.00
TOTAL	\$1,841,359.85	\$1,131,000.00	\$689,255.00	\$1,820,255.00	\$21,104.85

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 11 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-302 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)

Work under this contract shall be performed in accordance with the following Performance Work Statement (PWS):

SPAWARSYSCEN-CHARLESTON, Code 5.8.2, Technical Program Management and Strategic Systems Engineering Support to Military Health Systems Program

1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare System Center Charleston is acquiring Technical Program Management and Strategic Systems Engineering Services to support the Health Systems Integrating Integrated Process Team.

2.0 BACKGROUND

The Space and Naval Warfare Systems Center Atlantic (SPAWAR Atlantic) Code 5.8.2.0.0 is responsible for providing Information Assurance, Cyber Defense, Cyber Systems Security and Network Infrastructure Program Management. Included within this scope are system design, integration, implementation, operational sustainment, technical refresh, and life cycle support. This includes engineering support for all aspects of Network Infrastructure, Computer Network Defense Services, and Application and Security System efforts, along with other emergent programs within Code 5.8.2.0.0. Code 5.8.2.0.0's area of responsibility includes Secure Network Infrastructure Systems, Secure Wide Area Network (WAN) connectivity upgrade and installations, network protection systems sustainment, as well as Secure Application Server integrations. Sites serviced by Code 5.8.2.0.0 are located around the world, providing unclassified connectivity to the Defense Information System Network (DISN), and Non-secure Internet Protocol Router Network (NIPRNET).

The Tri-Service Infrastructure Management Program Office (TIMPO) is chartered by Health Affairs (HA) to design, implement, and support a network infrastructure that meets the Military Health System's (MHS) communications requirements. In support of this mission, TIMPO tasked SPAWAR Atlantic to support their computing and communications infrastructure which delivers medical provider access to electronic health record information for soldiers any time, any where.

3.0 SCOPE

The objective of this Task Order is to obtain the full range of technical program management and strategic systems engineering services to assist and support Code 5.8.2.0.0 to carry out its duties and responsibilities to deliver world-class support to the Military Health Systems. Specific program management activities include developing project management plans, monthly reports, work breakdown structures, quality control plans, staffing plans and communications plans. Additionally program affordability management services such as analyses of alternatives, business case analyses, cost versus capability trade studies, economic cost/benefit analyses and benefit realization studies will be delivered under this task order. Specific strategic systems engineering support would include technical analyses of alternatives, technology assessment and insertion studies, enterprise architecture/design services and IT strategic planning.

4.0 PLACE OF PERFORMANCE

Work shall be performed in each of the following cities:

- a. Charleston, South Carolina

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 12 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- b. San Antonio, Texas
- c. Washington, DC region
- d. Las Vegas, Nevada
- e. Memphis, TN
- f. Richmond, VA
- g. Soto Cano AB, Honduras
- h. San Francisco, CA

5.0 APPLICABLE DIRECTIVES / REFERENCES

- a. DoD Directive 8500.1, Information Assurance (IA), 24 October 2002
- b. DoD Instruction 8500.2, Information Assurance (IA) Implementation for Automated Information Systems, 6 February 2003
- c. DoD Regulation 5200.2-R; DoD Personnel Security Program, January 1987
- d. SECNAVINST 5510.30A, Department of the Navy Personnel Security Program, 10 March 1999
- e. SECNAVINST 5510.36, "Department of the Navy Information Security Program (ISP)", 17 March 1999

6.0 SECURITY

SSC Atlantic contractor personnel shall have the appropriate clearances required for access to classified data as required. Prior to starting work on the this task, SPAWARSYSCEN (SSC) Atlantic contractor personnel shall have a minimum of an interim Secret Security Clearance granted by the Defense Industrial Security Clearance Office (DISCO) and will comply with IT access authorization requirements as established in references (a) and (b). In addition, SSC Atlantic contractor personnel will possess the appropriate IT level of access for the appropriate task and position assignment as required by reference (e). SSC Atlantic contractor personnel shall handle and safeguard any unclassified but sensitive and classified information in accordance with appropriate Department of Defense (DoD) security regulations. Any security violation will be reported immediately to the respective Government Project Manager as appropriate.

The Project Engineer (PE) shall determine if the appropriate IT Position Category has been assigned to the respective contractor personnel for the work assigned and inform the contractor of that determination based on the following criteria:

IT-I Position - Positions in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software; or, can access a system during the operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudicated Single Scope Background Investigation (SSBI) or SSBI Periodic Reinvestigation (SSBI-PR). The SSBI or SSBI-PR shall be updated a minimum of every 5 years.

IT-II Position - Positions in which the incumbent is responsible for the-direction, planning, design,

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 13 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

operation, or maintenance of a computer system, and whose work is technically reviewed by a higher authority at the IT-II Position level to ensure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position require a favorably adjudicated National Agency Check (NAC).

IT-III Position - All other positions involved in computer activities. Incumbent in this position has non-privileged access to one or more DoD information systems/applications or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation require a favorably adjudicated NAC.

Contractor's request for visit authorization shall be in accordance with DOD 5220.22M (Industrial Security Manual for Safeguarding Classified Information) no later than one (1) week prior to visit. Request shall be forwarded via SPAWARSYSCEN, attn: Security Office, for certification of need to know by the specified PE.

SPAWARSYSCEN Atlantic contractor personnel are required to obtain a Common Access Card (CAC) with PKI for access to Department of Defense facilities (CONUS and OCONUS) and websites. In addition, a hardware solution to securely read the card via a personal computer, and approved software for reading the CAC (ex. ActivClient) is required.

7.0 COR DESIGNATION

The Contracting Officer's Representative (COR) is [REDACTED] who can be reached at [REDACTED] e-mail, [REDACTED]

The Project Engineer (PE) is [REDACTED] who can be reached at [REDACTED] email, [REDACTED]

8.0 PERFORMANCE REQUIREMENTS

8.1 Program Management Support

In support of SPAWAR Military Health Systems customers the contractor shall provide program management services to include the creation of program management plans (PMP). The contractor shall develop all of the following sections of a program management plan:

- Program Charters
- Change Management Plans
- Work Breakdown Structures
- Risk Management Plans
- Roles and Responsibility matrices
- Scope Management Plans
- Statements of Work
- Staffing Plans
- Communications Plans
- Quality Plans

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 14 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Additionally the contractor shall assist in the development of schedules and tracking associated with that to include cost and performance tracking. The contractor will use Earned Value Management (EVM) for the purpose of tracking cost, schedule and performance on projects. Additionally program support for recording technical meeting minutes and generation of meeting agendas will also be required.

8.2 Program Affordability Management

In support of Military Health Systems projects the contractor will provide Program Affordability Management services to identify, qualitatively characterize, and quantify their program costs, benefits and risks. The contractor will also perform affordability analyses, which will evaluate program funding requirements with respect to approved or projected funding levels. The contractor will use a repeatable methodology for generating accurate estimates of costs, schedule, scope, and benefits which will increase the reliability of such estimates. Artifacts to assist in the process of determining program affordability will include:

- Analysis of Alternatives (AoA)
- Performance Based Logistics (PBL) Business Case Analysis (BCA)
- Economic (Cost/Benefit) Analysis
- Cost versus Capability Trade Studies
- Clinger-Cohen Act Compliance Assessments
- Post Deployment Assessments (Benefit Realization Studies)

The contractor will also provide PAM services to support program budget formulation, budget execution tracking, and unfunded requirements processing in accordance with Financial Management Regulations and the DoD Planning, Programming, Budgeting & Execution System (PPBES). The contractor will assist in the preparation Office of Management & Budget (OMB) E300 Exhibits, Acquisition Program Baselines, and related financial management documentation.

8.3 Cost Estimation Services

As an important subset of overall program affordability management the contractor will provide cost estimation services to assist the Military Health Systems program at SPAWAR Atlantic assess program costs. These services will include development of risk-adjusted estimates of life cycle costs and benefits (or opportunity costs) that are then statistically combined to derive economic metrics such Return-On-Investment (ROI), Benefit Cost Ratio, Payback Period, or Internal Rate of Return (IRR) using present value economic analysis techniques. These metrics will be included with strategic alignment, mission effectiveness, and other non-financial benefit criteria to complete a balanced scorecard evaluation of competing program alternatives. Analysis of alternatives will use the balanced scorecard methodology to support business process improvement initiatives as well as IT portfolio selection, oversight and governance. Analysis of alternatives or business case analysis will allow the MHS program to compare multiple projects not only on expected costs but also on benefits and business value.

The contractor shall use methodologies for Life Cycle Cost Estimation (LCCE), Life Cycle Benefit Estimation (LCBE), and Economic Analysis (EA) that have been formally reviewed and approved by the Office of the Secretary of Defense (OSD) Director, Cost Assessment & Program Evaluation (DCAPE, formerly Office of the Director, Program Analysis & Evaluation). These processes should

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 15 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

also be the same as those used by the Army, Navy, and Air Force cost analysis organizations in developing Independent Cost Estimates for major DoD programs. Cost-benefit analysis processes should comply with government and industry best practices compiled by the U.S. Government Accountability Office (GAO) as well the cost estimating methodologies espoused by the Society of Cost Estimation & Analysis (SCEA), which are consistent with GAO, OMB and DoD practices.

8.4 Systems Engineering Services

The contractor will leverage extensive experience within the DoD Military Health System (MHS) and the Veterans Administration (VA) to provide health care information technology (IT) systems engineering services in support of the full spectrum of system lifecycle engineering processes.

8.4.1 Analysis of Alternatives (Planning, Alternatives Analysis, Reporting, Briefing)

The contractor will conduct a thorough, detailed, and structured analysis of technical alternatives (AoA).

The AoA approach will include:

- A Review of functional and technical requirements and specifications
- Development of detailed evaluation criteria (cost, benefit, functional, technical, schedule)
- Established scoring and weighting methodologies
- Development of an AoA Plan
- Coordination and obtaining key stakeholder buy-in to evaluation criteria, scoring methods, weighting, and the overall plan.
- Conducting the structured analysis
- Generating a detailed report with recommendations, along with required technical and executive level briefings

The approach to be used will include generation of draft and final deliverables for Government review and approval; and engagement with key stakeholders and customer representatives to ensure consensus with both the process as well as the recommendations at the conclusion of the AoA.

8.4.2 Trade studies (Technology Assessments and Insertion)

The contractor will provide resources with a sound understanding of current technologies and technology trends, including systems hardware, software, systems architecture and design strategies, and key technologies of direct relevance and potential value to SPAWAR MHS and SPAWAR Veterans Affairs (VA) customers.

Combined with market research and an understanding of customer requirements, the contractor will employ a structured, AoA-type approach when conducting trade studies and trade-off analyses in support of technology assessments, technology refresh initiatives, and the insertion of key technologies into an enterprise to realize a return on investment (ROI).

8.4.3 Architecture, Design, and Senior Engineering and Architecture Consulting Services

The contractor will provide senior level enterprise architecture consulting services for program supporting SPAWAR MHS and VA customers. These services will include the development of DoD

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 16 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Architecture (DODAF) artifacts which will include:

- All Viewpoint (AV)
- Capability Viewpoint (CV)
- Data and Information Viewpoint (DIV)
- Operational Viewpoint (OV)
- Project Viewpoint (PV)
- Services Viewpoint (SvcV)
- Standard Viewpoint (StdV)
- Systems Viewpoint (SV)

Additionally the contractor will provide network and network protection architectures that are compliant with all DoD Information Assurance (IA) requirements. The contractor will support these designs/architectures through the DoD certification and accreditation process.

In addition to the development of network and network protection architectures, the contractor will assist in the development of enterprise datacenter and server computing/service delivery (cloud computing) requirements documents and architecture designs. These requirements documents should leverage industry best practices and the architecture designs must be compliant with all DoD IA requirements.

In support of the integration of VA (Federal) and MHS (DoD) networks, the contractor will leverage experience in each of these areas listed above to develop:

- Requirements Documents
- Concepts of Operations (CONOPS)
- System specification and design documents
- System implementation plans
- System sustainment plans

2.4.4 IT Strategic Planning

The contractor will provide support to senior strategic planning offices within MHS and VA. The contractor shall develop IT strategic plans that are mapped to organizational goals and objectives, and that track to capital planning and investment control (CPIC) processes for managing IT investment. This strategic and tactical planning approach must be fully compliant with Office of Management and Budget (OMB) guidelines and directives—and must also be linked into the overall, organizational EA and enterprise lifecycle management (ELM).

9.0 GOVERNMENT FURNISHED INFORMATION

N/A

10.0 GOVERNMENT FURNISHED MATERIAL

N/A

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 17 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

11.0 GOVERNMENT FURNISHED EQUIPMENT

Qty 1 – Dell Latitude E6500 Laptop - \$3,000

12.0 CONTRACTOR FURNISHED MATERIAL

N/A

13.0 CONTRACTOR FURNISHED EQUIPMENT

The contractor is responsible for acquiring and delivering all equipment required to complete all tasks described in this PWS. This will include necessary telecommunications equipment and network connectivity to facilitate communication while employees in travel status. The contractor is responsible for the proper disposal of all removed equipment.

14.0 TRAVEL REQUIREMENTS

When it becomes necessary for the contractor to travel, the contractor shall submit a request, via email, to the SPAWARSSYSCEN Charleston Task Order Manager seeking approval to travel before initiating any travel plans. All travel claims shall make reference to the e-mail, letter or phone call that granted approval. Failure to gain prior approval may result in disallowance of invoiced travel claims.

Estimated travel requirements are as follows:

Location	# Trips	# Travelers	Duration
Charleston, SC	50	1	5 days
San Antonio, TX	40	1	5 days
Las Vegas, NV	10	1	5 days

Location	# Trips	# Travelers	Duration
Memphis, TN	5	1	5 Days
Richmond, VA	10	1	3 Days
Soto Cano AB, Honduras	10	1	15 Days
San Francisco, CA	10	1	5 Days

15.0 DELIVERABLES

- a. Trip reports documenting all travel and services performed in support of SPAWARSSYSCEN Atlantic
- b. Written reports, as directed by SPAWARSSYSCEN Atlantic.
- c. White papers, as directed by SPAWARSSYSCEN Atlantic
- d. Documentation, as directed by SPAWARSSYSCEN Atlantic.
- e. The contracting company is responsible for submitting to SPAWAR detailed financial reporting by the 8th of each month using an approved format provided by SPAWARSSYSCEN Atlantic. The reports require an itemization by site and/or task of the labor, travel, and materials, including an itemized list of materials purchased by the contractor company and/or their sub-contractors. The reports must reflect the end balances of all delivery orders.
- f. Weekly Activity Report (WAR) utilizing project WAR system by COB each Friday.

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 18 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

g. Project Manager WAR Compliance Metric Summary by the 8th of each month (with Financial Report).

h. Contractor's Manpower Report: Twice in a calendar year, the contractor shall submit a Contractor's Manpower Report (CDRL) to the COR. Data shall be submitted for all active service task orders. For contracts with multiple active orders, data shall be a roll-up of all orders under each contract.

16.0 WORKLOAD ESTIMATE

The following workload data is provided for informational purposes only to assist you in estimating the price of this Task Order.

Number of man-hours: 11,300 per year

Other Direct Costs: \$36,000 per year

C-313 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2 involves access to and handling of classified material up to and including Secret.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer Code OA1, SPAWAR Systems Center Charleston, P.O. Box 190022, North Charleston, SC 29419-9022.

C-315 WORKWEEK (DEC 1999)

(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 SPAWAR Systems Center Charleston and its Detachments is Monday through Friday 0730 to 1600. 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

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 19 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Christmas Day 25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

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

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

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

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

(a) Each Electronic and Information Technology (EIT) supply or service provided under this contract 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.]

__36 C.F.R. § 1194.21 (Software Applications and operating systems)

__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)

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 20 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

__36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this contract 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 contract 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 contract, the Government will have the rights and remedies contained in the contract.

(End of specification)

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

(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.

___ 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).

C-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

This is a performance based order, as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Plan as follows:

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 Contracting Officer's Representative (COR) 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".

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 21 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(3) Evaluation Methods: The COR will conduct performance evaluations based on the standards in paragraph 2 above using the following technique:

- a. During the performance period of the task order, the COR will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, the COR will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.
- c. The COR will upload the TOPE to the SeaPort Portal.

(4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the COR will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.
- b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:
 - i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and
 - ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 22 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

SHIP TO INFORMATION:

See Section G - Task Order Manager

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award IDIQ contract.

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 23 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

E-303 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 duly authorized representative.

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 24 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4001	4/4/2011 - 4/3/2012
4002	3/8/2012 - 3/7/2013
4003	2/27/2013 - 2/26/2014
6001	4/4/2011 - 4/3/2012
6002	3/8/2012 - 3/7/2013
6003	2/27/2013 - 2/26/2014

CLIN - DELIVERIES OR PERFORMANCE

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

4001	4/4/2011 - 4/3/2012
4002	3/8/2012 - 3/7/2013
4003	2/27/2013 - 2/26/2014
6001	4/4/2011 - 4/3/2012
6002	3/8/2012 - 3/7/2013
6003	2/27/2013 - 2/26/2014

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

4004	3/8/2014 - 3/7/2015
4005	3/8/2015 - 3/7/2016
6004	3/8/2014 - 3/7/2015
6005	3/8/2015 - 3/7/2016

Services to be performed hereunder will be provided at (insert specific address and building etc.)

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 25 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Pursuant to the requirement at DFARS PGI 204.7108, Payment Instructions (d) (12) none of the standard payment instructions identified in paragraphs (d)(1) through (11) of this section are appropriate, the Payment instructions below provide a significantly better reflection of how funds will be expended in support of contract performance.

[REDACTED]

G-314 TYPE OF CONTRACT (DEC 1999)

This is a CPFF task order.

G-317 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

- (a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.
- (b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.
- (c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.
- (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:

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S2404A DCMA MANASSAS
DCAA Auditor	Code HAA721 DCAA RESTON
Service Approver	Code S2404A DCMA MANASSAS
Pay by	Code HQ0338 DFAS COLUMBUS, SOUTH ENTITLEMENT OPERATIONS

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 26 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Consistent with task order clause 5252.232-9206, 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). 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.

ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: [REDACTED]
Code: [REDACTED]
Address: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]

Accounting Data

SLINID	PR Number	Amount
400101	1300200132	193580.00
LLA :		
AA 9710130 1884 8480 P1104 2511 8T000001 (APC:VJMR97) DRAM 16810 012143		
Standard Number: DRAM 16810/AA		
NWA: 100000453762-0060		
TASKS ALL PWS		

600101	1300200132	6420.00
LLA :		
AA 9710130 1884 8480 P1104 2511 8T000001 (APC:VJMR97) DRAM 16810 012143		
Standard Number: DRAM 16810/AA		
NWA: 100000453762-0060		
ODCs		

BASE Funding 200000.00
Cumulative Funding 200000.00

MOD 01

400101	1300200132	(8100.00)
LLA :		
AA 9710130 1884 8480 P1104 2511 8T000001 (APC:VJMR97) DRAM 16810 012143		
Standard Number: DRAM 16810/AA		
NWA: 100000453762-0060		
TASKS ALL PWS		

600101	1300200132	8100.00
LLA :		
AA 9710130 1884 8480 P1104 2511 8T000001 (APC:VJMR97) DRAM 16810 012143		
Standard Number: DRAM 16810/AA		
NWA: 100000453762-0060		
ODCs		

MOD 01 Funding 0.00
Cumulative Funding 200000.00

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 27 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 02

400102 1300214551 366905.56
 LLA :
 AB 9710130 18P2 252 46896 0 068688 2D CJTF19 4689614EE83Q
 Standard Number: N4689611RCJTF19/AA
 NWA: 100000492497 0010
 ALL PWS TASKS

600102 1300214551 10000.00
 LLA :
 AB 9710130 18P2 252 46896 0 068688 2D CJTF19 4689614EE83Q
 Standard Number: N4689611RCJTF19/AA
 NWA: 100000492497 0010
 ODCs

MOD 02 Funding 376905.56
 Cumulative Funding 576905.56

MOD 03

400103 1300226455 37860.00
 LLA :
 AC 9710130 1884 848 0 P11 0 4 2510 8 T00000 1 (APC:VJMR9 7) DRAM16892 012143
 Standard Number: DRAM16892/AA
 NWA: 100000503261 0060
 TASK all PWS

400104 1300226455 17415.59
 LLA :
 AD 9710130 1884 848 0 P11 0 4 2538 8 T00000 1 (APC:VJMR9 7) DRAM 16801 012143
 Standard Number: DRAM16801/AA
 NWA: 100000434628 0060
 TASK all PWS

600103 1300226455 3800.00
 LLA :
 AC 9710130 1884 848 0 P11 0 4 2510 8 T00000 1 (APC:VJMR9 7) DRAM16892 012143
 Standard Number: DRAM16892/AA
 NWA: 100000503261 0060
 ODC

MOD 03 Funding 59075.59
 Cumulative Funding 635981.15

MOD 04

400104 1300226455 (3100.00)
 LLA :
 AD 9710130 1884 848 0 P11 0 4 2538 8 T00000 1 (APC:VJMR9 7) DRAM 16801 012143
 Standard Number: DRAM16801/AA
 NWA: 100000434628 0060
 TASK all PWS

MOD 04 Funding -3100.00
 Cumulative Funding 632881.15

MOD 05

400105 1300227121 99229.00
 LLA :
 AE 9710130 1884 848 0 P11 0 4 2578 8 S10020 1 (APC:VJMR9 7) DRAM 13487 012143
 Standard Number: DRAM13487/AA
 NWA: 100000506151 0060

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 28 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

ALL PWS TASKS

400106 1300227121 5435.40
 LLA :
 AF 9710130 1884 848 0 P11 0 4 2511 8 SI0020 1 (APC:VJMR9 7) DRAM 13466 012143
 Standard Number: DRAM13466/AA
 NWA: 100000503918 0060
 ALL PWS TASKS

600104 1300227121 6000.00
 LLA :
 AE 9710130 1884 848 0 P11 0 4 2578 8 S10020 1 (APC:VJMR9 7) DRAM 13487 012143
 Standard Number: DRAM13487/AA
 NWA: 100000506151 0060
 ODCs

MOD 05 Funding 110664.40
 Cumulative Funding 743545.55

MOD 06

400107 1300243658 314038.75
 LLA :
 AG 970130.1212D 2012 0101010400807793- 1884 251.30 PRM20508 044226
 Standard Number: PMR20508/AA
 NWA: 100000697916 0060
 TASKs 8.1 & 8.4

600105 1300243658 1680.00
 LLA :
 AG 970130.1212D 2012 0101010400807793- 1884 251.30 PRM20508 044226
 Standard Number: PMR20508/AA
 NWA: 100000697916 0060
 ACRN AG ODCs

MOD 06 Funding 315718.75
 Cumulative Funding 1059264.30

MOD 07

400201 1300253316 106680.00
 LLA :
 AH 9720130 1882 252 68907 0 068688 2D CX0002 689012L1X04Q
 Standard Number: N6890112RCX0002
 ACRN AH: Labor for PWS
 PR: 1300253316
 DOC: N6890112RCX0002
 COST CODE: 689012L1X04Q
 NWA: 100000580410-0130

MOD 07 Funding 106680.00
 Cumulative Funding 1165944.30

MOD 08

400202 1300255382 549843.75
 LLA :
 AJ 9720130 1884 201 2 010 1 010400 80 7793-1 884-251.30 P RM 20596 044226
 Standard Number: PRM20596
 ACRN AJ: Labor for PWS
 PR: 1300255382
 DOC: PRM20596
 NWA: 100000703664 0060

600201 1300255382 25000.00
 LLA :
 AJ 9720130 1884 201 2 010 1 010400 80 7793-1 884-251.30 P RM 20596 044226
 Standard Number: PRM20596
 ACRN AJ: ODC for PWS PR: 1300255382 DOC: PRM20596 NWA: 100000703664 0060

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 29 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 08 Funding 574843.75
Cumulative Funding 1740788.05

MOD 09 Funding 0.00
Cumulative Funding 1715788.05

MOD 10

400203 1300283914 312170.00
LLA :
AK 9720130 1212 201 2 010 1 010100 80 7700-1 884 257.31 P RM 22085 044226
Standard Number: PRM22085
ACRN AK: Labor for PWS
NWA/JON: 100000579674 0060

600202 1300283914 8000.00
LLA :
AK 9720130 1212 201 2 010 1 010100 80 7700-1 884 257.31 P RM 22085 044226
Standard Number: PRM22085
ACRN AK: ODCs for PWS
PR: 1300283914
NWA/JON: 100000579674 0060

MOD 10 Funding 320170.00
Cumulative Funding 2035958.05

MOD 11

400107 1300243658 (33352.23)
LLA :
AG 970130.1212D 2012 0101010400807793- 1884 251.30 PRM20508 044226
Standard Number: PMR20508/AA
NWA: 100000697916 0060
TASKs 8.1 & 8.4

400204 1300297338 408808.00
LLA :
AL 9720130 1884 201 2 010 1 010400 80 7793-1 884-251.30 P RM 20596 044226
Standard Number: PRM20596
ACRN AL: Labor for PWS
NWA/JON: 100000703664 0060

400205 1300291353 347000.00
LLA :
AM 9720130 18P2 252 46896 0 068688 2D JTF420 4689621H303Q
Standard Number: N4689612MPJTF42
ACRN AM: Labor for PWS
NWA/JON: 100000742221 0060

600204 1300291353 3000.00
LLA :
AM 9720130 18P2 252 46896 0 068688 2D JTF420 4689621H303Q
Standard Number: N4689612MPJTF42
ACRN AM: ODCs for PWS
NWA/JON: 100000742221 0060

MOD 11 Funding 725455.77
Cumulative Funding 2761413.82

MOD 12

400206 1300297404 18123.59
LLA :
AN 9720130 1884 010 10104 0 080779 3- 1884 2 51.30 PRM205 08 044226
Standard Number: PRM 20508
ACRN AN: Labor for PWS
PR: 1300297404
NWA/JON: 100000697916 0060

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 30 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 12 Funding 18123.59
Cumulative Funding 2779537.41

MOD 13

400301 1300333227 281000.00

LLA :

AP 9730130 1884 201 3 010 1 010400 80 7793-1 884 251.3 PR M 34370 044226

Standard Number: PRM 34370

ACRN AP: Labor for PWS

NWA/JON: 100000814013-0060

"This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. § 2410(a). The period of performance is 12 months. The start date is upon task order award and end date is twelve (12) months from the date of task order award."

400302 1300333227 70000.00

LLA :

AQ 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM 33468 044226

Standard Number: PRM 33468

ACRN AQ: Labor for PWS

NWA/JON: 100000772755-0060

"This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. § 2410(a). The period of performance is 12 months. The start date is upon task order award and end date is twelve (12) months from the date of task order award."

400303 1300333227 194000.00

LLA :

AR 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM 34322 044226

Standard Number: PRM 34322

ACRN AR: Labor for PWS

NWA/JON: 100000814007-0060

"This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. § 2410(a). The period of performance is 12 months. The start date is upon task order award and end date is twelve (12) months from the date of task order award."

400304 1300333227 100000.00

LLA :

AS 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM33474 044226

Standard Number: PRM 33474

ACRN AS: Labor for PWS

NWA/JON: 100000773020-0060

"This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. § 2410(a). The period of performance is 12 months. The start date is upon task order award and end date is twelve (12) months from the date of task order award."

600301 1300333227 10000.00

LLA :

AP 9730130 1884 201 3 010 1 010400 80 7793-1 884 251.3 PR M 34370 044226

Standard Number: PRM 34370

ACRN AP: ODCs for PWS

NWA/JON: 100000814013-0060

"This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. § 2410(a). The period of performance is 12 months. The start date is upon task order award and end date is twelve (12) months from the date of task order award."

600302 1300333227 6000.00

LLA :

AR 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM 34322 044226

Standard Number: PRM 34322

ACRN AR: ODCs for PWS

NWA/JON: 100000814007-0060

"This document provides funding for a severable service contract that crosses fiscal years in compliance with 10 U.S.C. § 2410(a). The period of performance is 12 months. The start date is upon task order award and end date is twelve (12) months from the date of task order award."

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 31 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MOD 13 Funding 661000.00
Cumulative Funding 3440537.41

MOD 14

400305 1300333227 281000.00

LLA :
AT 9730130 1884 201 3 010 1 010400 80 7793-1 884 251.3 PR M 34370 044226
Standard Number: PRM 34370
PR: 1300333227
DOC: PRM 34370
COST CODE: 044226
NWA: 100000814013-0060

400306 1300333227 194000.00

LLA :
AU 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM 34322 044226
Standard Number: PRM 34322
PR: 1300333227
DOC: PRM 34322
COST CODE: 044226
NWA: 100000814007-0060

400307 1300333227 100000.00

LLA :
AV 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM33474 044226
Standard Number: PRM 34322
PR: 1300333227
DOC: PRM 33474
COST CODE: 044226
NWA: 100000773020-0060

400308 1300333227 70000.00

LLA :
AW 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM 33468 044226
Standard Number: PRM 33468
PR: 1300333227
DOC: PRM 33468
COST CODE: 044226
NWA: 100000772755-0060

600303 1300333227 10000.00

LLA :
AT 9730130 1884 201 3 010 1 010400 80 7793-1 884 251.3 PR M 34370 044226
Standard Number: PRM 34370
PR: 1300333227
DOC: PRM 34370
COST CODE: 044226
NWA: 100000814013-0060

600304 1300333227 6000.00

LLA :
AU 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM 34322 044226
Standard Number: PRM 34322
PR: 1300333227
DOC: PRM 34322
COST CODE: 044226
NWA: 100000814007-0060

MOD 14 Funding 661000.00
Cumulative Funding 4101537.41

MOD 15 Funding 0.00
Cumulative Funding 4126537.41

MOD 16

400305 1300333227 (281000.00)

LLA :

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 32 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

AT 9730130 1884 201 3 010 1 010400 80 7793-1 884 251.3 PR M 34370 044226
Standard Number: PRM 34370
PR: 1300333227
DOC: PRM 34370
COST CODE: 044226
NWA: 100000814013-0060

400306 1300333227 (194000.00)
LLA :
AU 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM 34322 044226
Standard Number: PRM 34322
PR: 1300333227
DOC: PRM 34322
COST CODE: 044226
NWA: 100000814007-0060

400307 1300333227 (100000.00)
LLA :
AV 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM33474 044226
Standard Number: PRM 34322
PR: 1300333227
DOC: PRM 33474
COST CODE: 044226
NWA: 100000773020-0060

400308 1300333227 (70000.00)
LLA :
AW 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM 33468 044226
Standard Number: PRM 33468
PR: 1300333227
DOC: PRM 33468
COST CODE: 044226
NWA: 100000772755-0060

600303 1300333227 (10000.00)
LLA :
AT 9730130 1884 201 3 010 1 010400 80 7793-1 884 251.3 PR M 34370 044226
Standard Number: PRM 34370
PR: 1300333227
DOC: PRM 34370
COST CODE: 044226
NWA: 100000814013-0060

600304 1300333227 (6000.00)
LLA :
AU 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM 34322 044226
Standard Number: PRM 34322
PR: 1300333227
DOC: PRM 34322
COST CODE: 044226
NWA: 100000814007-0060

MOD 16 Funding -661000.00
Cumulative Funding 3465537.41

MOD 17

400309 1300345344 395000.00
LLA :
AX 970130.1313D 2013 0101010400807793-1884 257.31 PRM 34783 044226
Standard Number: PRM 34783
NWA: 100000773488-0060
TASKS 8.1-8.4

400310 1300345344 70000.00
LLA :
AY 970130.1313D 2013 0101010400807793-1884 257.31 PRM 34326 044226
Standard Number: PRM 34326
NWA: 100000772745-0060
TASKS 8.1-8.4

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-07-D-5129	V701	20	33 of 43	

600305 1300345344 5000.00
 LLA :
 AX 970130.1313D 2013 0101010400807793-1884 257.31 PMR 34783 044226
 Standard Number: PRM 34783
 NWA: 100000773488-0060
 ODCs TASK 8-1-8.4

MOD 17 Funding 470000.00
 Cumulative Funding 3935537.41

MOD 18

400107 1300243658 1680.00
 LLA :
 AG 970130.1212D 2012 0101010400807793- 1884 251.30 PRM20508 044226
 Standard Number: PRM20508/AA
 NWA: 100000697916 0060
 TASKs 8.1 & 8.4

600105 1300243658 (1680.00)
 LLA :
 AG 970130.1212D 2012 0101010400807793- 1884 251.30 PRM20508 044226
 Standard Number: PRM20508/AA
 NWA: 100000697916 0060
 ACRN AG ODCs

MOD 18 Funding 0.00
 Cumulative Funding 3935537.41

MOD 19 Funding 0.00
 Cumulative Funding 3935537.41

MOD 20

400311 1300370679 220149.00
 LLA :
 AZ 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM 34783 044226
 Standard Number: PRM35319
 ACRN: AZ
 PR: 1300370679
 MIPR: PRM35319
 NWA/JON: 100000835015-0060

400312 1300370679 317106.00
 LLA :
 BA 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM 35319 044226
 Standard Number: PRM34783
 ACRN: BA
 PR: 1300370679
 MIPR: PRM34783
 NWA/JON: 100000773488-0060

400313 1300370679 140000.00
 LLA :
 BB 9730130 18P2 253 46896 0 068688 2D PJTF38 4689631H304Q
 Standard Number: N4689613MPJTF38
 ACRN: BB
 PR: 1300370679
 DOC: N4689613MPJTF38
 COST CODE: 4689631H304Q
 NWA/JON: 100000831524-0060

600306 1300370679 6000.00
 LLA :
 BC 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM 34783 044226
 Standard Number: PRM35319
 ACRN: BC
 PR: 1300370679
 MIPR: PRM35319
 NWA/JON: 100000835015-0060

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 34 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

600307 1300370679 6000.00

LLA :

BD 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM 35319 044226

Standard Number: PRM34783

ACRN: BD

PR: 1300370679

MIPR: PRM34783

NWA/JON: 100000773488-0060

MOD 20 Funding 689255.00

Cumulative Funding 4624792.41

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 35 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(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 (if applicable), by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. 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-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR)

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 36 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 37 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 38 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles (45 + 67 + 12 - 24 = 100).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles (35 + 50 + 25 + 10 - 70 = 50).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

- (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-359 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003)

(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

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 39 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 40 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the SeaPort/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The SeaPort/Task Order's Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 41 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

provided by law or elsewhere included in the basic contract or this task order.

(n) Compliance with this requirement is a material requirement of the basic contract and this task order.

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 42 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract 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 years.

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

FAR CLAUSES INCORPORATED BY REFERENCE:

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)

CONTRACT NO. N00178-07-D-5129	DELIVERY ORDER NO. V701	AMENDMENT/MODIFICATION NO. 20	PAGE 43 of 43	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

CDRLs

DD254

Per Quals