

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 05-Apr-2011	4. REQUISITION/PURCHASE REQ. NO. n/a	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001 jeffrey.brescini@navy.mil 619-553-2556	CODE N66001	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE	S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Brace Management Group 9500 Arena Drive, Suite 250 Largo MD 20774-3709		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4221-7N01
		10B. DATED (SEE ITEM 13) 24-Sep-2009
CAGE CODE 1B3Q1	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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:
[X]	D. OTHER (Specify type of modification and authority) Administrative modification IAW FAR 43.101

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) Simone R Lucy, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Simone R Lucy (Signature of Contracting Officer)	05-Apr-2011

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GENERAL INFORMATION

The purpose of this modification is to revise Section B and Section F to more clearly express the period of performance for the CLINs. The period of performance has not been changed. 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 \$ [REDACTED] by \$0.00 to \$ [REDACTED]

The total value of the order is hereby increased from \$ [REDACTED] by \$0.00 to \$ [REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

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

4001	Services in accordance with the Statement of Work, section C, and the Contract Data Requirements List DD 1453, attachment 2. (OTHER)		1.0 Lot	██████████	██████████	██████████
400101	Funding for CLIN 4001 (OTHER)					
4002	Services in accordance with the Statement of Work, section C, and the Contract Data Requirements List DD 1453, attachment 2. (OTHER)		1.0 Lot	██████████	██████████	██████████
400201	Funding for CLIN 4002 (OTHER)					
4003	Services in accordance with the Statement of Work, section C, and the Contract Data Requirements List DD 1453, attachment 2. (OTHER)		1.0 Lot	██████████	██████████	██████████
400301	Funding for CLIN 4003 (OTHER)					
4004	Services in accordance with the Statement of Work, section C, and the Contract Data Requirements List DD 1453, attachment 2. (OTHER)		1.0 Lot	██████████	██████████	██████████
400401	Funding for CLIN 4004 (OTHER)					

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4005	Services in accordance with the Statement of Work, section C, and the Contract Data Requirements List DD 1453, attachment 2. (OTHER) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4006	Services in accordance with the Statement of Work, section C, and the Contract Data Requirements List DD 1453, attachment 2. (OTHER) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4007	Services in accordance with the Statement of Work, section C, and the Contract Data Requirements List DD 1453, attachment 2. (OTHER) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4008	Services in accordance with the Statement of Work, section C, and the Contract Data Requirements List DD 1453, attachment 2. (OTHER) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4009	Services in accordance with the Statement of Work, section C, and the Contract Data Requirements List DD 1453, attachment 2. (OTHER) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]

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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 is listed in the table below by Contract Line Item Number. The direct labor hours include 0 uncompensated overtime labor hours.

CLIN	Hours
4001	1280
4002	1920
4003	638
4004	1920
4005	1920
4006	1920
4007	1920
4008	1920
4009	1920

(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 per labor hour listed by Contract Line Item in the table below. The rate per 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.

CLIN	Fee/hr
4001	██████
4002	██████
4003	██████
4004	██████
4005	██████
4006	██████
4007	██████
4008	██████
4009	██████

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor

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or subcontractor is performing the work.

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

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

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

ITEM(S) ALLOTTED TO FIXED FEE

4001 [REDACTED]
4002 [REDACTED]
4003 [REDACTED]
4004 [REDACTED]

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S) / ALLOTTED TO COST / PERIOD OF PERFORMANCE

4001 [REDACTED] / From 24 Sep 2009 To 24 Feb 2010
4002 [REDACTED] / From 25 Feb 2010 To 22 Feb 2011
4003 [REDACTED] / From 25 Feb 2010 To 30 Jun 2010
4004 [REDACTED] / From 23 Feb 2011 To 22 Feb 2012

(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

Work under this contract shall be performed in accordance with the below Performance Work Statement (PWS) and Attachment No. 2 Contract Data Requirements List (CDRL).

Administrative Support to SSC PACIFIC CODE 20

1.0 INTRODUCTION

The Space and Naval Warfare Systems Center, Pacific (SSC PACIFIC), Code 20 is the procuring contracting activity for SSC PACIFIC. Code 20 assists all SSC PACIFIC's departments in the procurement of hardware items as well as all types of engineering services, including program management, systems engineering, logistics, installation, test and evaluation as well as research and operational support services for SSC PACIFIC.

2.0 BACKGROUND

Code 20 has experienced a reduction in government staffing concurrent with an increase in workload over the past several years. To allow Code 20 to process the estimated 3,900 annual contract actions contractor support is required. A number of these actions are routine actions such as incremental funding modifications, administrative modifications and supporting documentation.

3.0 SCOPE

The objective of this Task Order is to acquire services to support routine administrative functions and procurement analyst support. The goal of this support is to assist government contract specialists across all Code 20 branches so that they may focus a greater proportion of their efforts on complex contract actions and customer support. Support services may include the drafting of contract and task order administrative actions of various types, the drafting of documentation to support such actions, the preparation of actions as well as their corresponding Contract Action Report (CAR) within the Standard Procurement System (SPS), assisting with funding and payment problems, and using government systems for publicizing, preparation and archiving of documents. Procurement analyst support may include assistance in drafting instructions and policy grams, as well as assistance in implementation of several self assessment processes. Support services provided shall be non-inherently governmental in nature, as defined by FAR 7.5.

4.0 APPLICABLE DIRECTIVES/DOCUMENTS

The Contractor shall adhere to the following documents in accordance with paragraph 5.0 Performance Requirements.

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Document Type	Title
FAR	Federal Acquisition Regulation
DFARS	Defense FAR Supplement
DFARS PGI	DFARS Procedures, Guidance and Information
NMCARS	Navy Marine Corps Acquisition Regulation Supplement
NMCAG	Navy Marine Corps Acquisition Guide
SCPPM	SPAWAR Contracts Policy and Procedures Manual
CMPG	Contract Management Process Guide
PD2 Desk Guide	SSC PACIFIC Procurement Desktop Defense (PD2) Desk Guide
CSOP 129	Contracts Standard Operating Procedure No. 129; "Self Assessment of the SSCPAC Contracting Function"

5.0 PERFORMANCE REQUIREMENTS

The Contractor shall provide administration support to Code 20. The content, format, quality, and timeliness of support shall be guided by the references listed in paragraph 4.0 above and warranted Contracting Officers in Code 20. The Contractor shall perform the following tasks in accomplishing the requirements of this Task Order.

5.1 CONTRACT ACTION SUPPORT

5.1.1 The Contractor shall draft administrative actions based on Procurement Requests (PR) properly submitted by SSC PACIFIC departments. Types of actions may include incremental funding (obligations and deobligations), period of performance extensions, and other administrative actions. Draft actions shall be submitted to the Contracting Officer within three working days of PR receipt.

5.1.2 The Contractor shall draft memoranda documenting the rationale for each action. The need for and format of each memorandum will be specified by the Contracting Officer. Draft memoranda shall be submitted to the Contracting Officer concurrent with submission of the affected document.

5.1.3 In some cases, PRs are submitted with incomplete or inaccurate information, making the drafting of an action impossible. In such cases, the Contractor shall consult with the Contracting Officer about the proper course of action, and/or liaison directly with the government PR submitter to obtain an actionable PR. The Contractor shall ascertain whether this consultation/liaison is necessary within a day of receipt of the PR, and if consultation/liaison is necessary, shall conduct it within an additional day.

5.1.4 Some actions require communication with the affected contractor to obtain information necessary to draft the action. When this purely information gathering communication is necessary, the Contractor shall inform the Contracting Officer of the recommended content of the communication and obtain his/her authorization to conduct it. Communication may take place via telephone, email, formal letter or other means. All formal letters shall be

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signed by the Contracting Officer. In any form of communication the contractor will clearly identify themselves as a support contractor as well as identifying the Contracting Officer that has approved the communication. Obtaining authorization and communicating with contractors shall be completed prior to submitting the draft action to the Contracting Officer.

5.1.5 Within four hours of receipt of Contracting Officer’s approval of the draft action, the Contractor shall send bilateral actions to the contractor for signature. Within four hours of receipt of contractor’s signature, the Contractor shall submit the action to the Contracting Officer for his/her signature. Unilateral actions, if acceptable, may be signed by the Contracting Officer upon receipt of an acceptable draft. If revisions to the draft action are required, the Contractor shall make the changes and submit for signature within four hours of notification of required revisions.

5.1.6 The contractor shall create a CAR for each action . The CAR shall be submitted to the Contracting Officer at the same time the draft action is submitted for review. .

5.1.7 The Contractor shall distribute the executed action within four hours of execution. Fully executed actions, memos to file, contractor correspondence and CARs shall be electronically filed in the appropriate folders with hard copies being placed in the official files within two working days of action execution.

5.1.8 The Contractor shall draft and process contract actions in the Procurement Desktop Defense (PD2) system. PRs shall be received, contract action folders/documents built, completed, routed, approved, and released in PD2. CARS shall be created, reviewed and authenticated, routed, and finalized within the PD2 Federal Procurement Data System – Next Generation (FPDS-NG) interface. Contracting Officers execute the approver, release and finalization functions within PD2.

5.2 Procurement Analyst Support

5.2.1 The Contractor shall provide procurement analyst support such as assistance in the drafting, formatting and distribution of local policy and the preparation of responses to data calls. The contractor shall also provide research, analysis and recommendations regarding assigned acquisition topics including a management production and report system.

5.2.2 The Contractor shall assist in the execution of the self-assessment program, including quality assurance reviews, of the SSC PACIFIC Code 20 Contracting Function, in accordance with Applicable Document, CSOP No. 129.

5.2.3 The Contractor shall assist in the establishment of a Contracting Officer’s Representation (COR) Quality Assurance Program for SSC PACIFIC. The program will, at a minimum, include information on required training, the development of local supplemental training, and a schedule for periodic assessment of the quality of COR files.

5.2.4 The Contractor shall assist in implementation of the COR Policy, particularly in the area of the quality assurance program which will include a random sampled review of COR files.

5.3 Other Administrative Support

5.3.1 The Contractor shall assist in the support for in house training events to include quarterly Program Managers Training and other training events that may occur. Tasks may include posting training announcements

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both electronically and on hard copy;—scheduling conference rooms; distributing previous materials for updating by presenters; collecting/consolidating inputs from POCs; preparing training guides for printing at Defense Automated Printing Service (DAPS); delivering i training materials to DAPS for printing; picking up training materials from DAPS; coordinating with department Information and Technology (IT) staff for conference room IT requirements; conducting dry runs the day prior to ensure IT systems are working; setting up conference room supplies/materials; distributing materials to attendees; standing by as needed throughout presentations; cleaning up/removing extra materials from conference room after training concludes; and providing consolidated reporting afterwards on trainee feedback.

5.3.2 The Contractor shall assist with the creation and updating of a variety of procurement checklists.

5.3.3 The Contractor shall provide administrative support to existing SPAWAR and local SSC PAC Code 2.0 contract and policy web pages. The contractor shall identify and update on a minimum weekly basis. This includes but is not limited to maintaining up-to-date information such as new and pending policy, policy initiatives, pending and upcoming data calls, and training topics. The contractor shall ensure proper and operable hyper links to related material.

5.3.4 Provide various other types of administrative support; such as, duplicating materials, scanning documents, etc.

6.0 DELIVERABLES

None.

7.0 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) ACCESS TO OTHER CONTRACTOR'S PROPRIETARY DATA

In order to perform the tasks specified in this PWS, the Contractor will need access to other companies' proprietary data and may be performing evaluation services. As such, the Contractor shall be bound by FAR 9.5 and Task Order Section H clauses with respect to potential or actual conflicts of interest. The Contractor shall ensure that the Confidential Business Information clause is in the contract on which they are drafting modifications or performing other administration functions, prior to obtaining access to that firm's proprietary information.

8.0 NAVY MARINE CORPS INTRANET (NMCI)

The nature of this Task Order requires contractors to perform on NMCI seats. No more than four on-site workspaces will be government-furnished. NMCI seats for personnel working at the Government site may be provided. However, if these seats are not government-furnished, the contractor is authorized to invoice for them as Other Direct Costs.

9.0 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING NAVY ENTERPRISE RESOURCE PLANNING (ERP) MANAGEMENT SYSTEM (JAN 2009)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Enterprise Resource Planning (Navy ERP) System. Prior to accessing any Navy ERP System, contractor personnel shall contact the applicable Navy, Marine Corps Internet (NMCI), Assistant Customer Technical Representative (ACTR) and obtain an NMCI account. ACTRs can be found on the NMCI Homport website at:

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https://nmcicustomerreporting/CTR_Lookup/index.asp Once an NMCI account has been established, the contractor shall submit a request for Navy ERP access and the role required via the Contracting Officers Representative or Task Order Manager (COR/TOM) to the Competency Role Mapping POC. The COR/TOM will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping POC, identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for Navy ERP include: Systems Authorization Access Request (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance (IA) training certificate and SF85P.

(b) For this procedure, reference to the COR/TOM shall mean the PCO for contracts that do not have a designated COR/TOM. For directions on completing the SF85P, the contractor is instructed to consult with their company's Security Manager. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(c) For DoD Information Assurance Awareness training, please use this site:

<http://iase.disa.mil/index2.html>

DIRECTIONS: On the right side under "IA Training:" select "IA Training Available Online". On the next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness".

10.0 TECHNICAL POINT OF CONTACT (TPOC)

Technical Point of Contact/Task Manager:

Mr. Jeffrey Allen phone: (619) 553-1918; e-mail: jeffrey.allen4@navy.mil

C-2 QUALITY ASSURANCE PLAN

(1) **Objective:** The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

(2) **Performance Standards:**

- a. The deliverables under this task order will be consistently technically accurate.
- b. The services delivered under this task order will be consistently of high quality.
- c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
- d. The contractor will be consistently responsive to Government customers in its performance of this task order.
- e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) **Evaluation Methods:**

The TOM will conduct performance evaluations based the standards in paragraph 2 above using the following technique:

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a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.

b. Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

(4) Remedy

a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the CPAR will reflect the negative evaluation for the applicable Performance Standard.

b. This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

C-4 WORKWEEK (SSC-SD) (DEC 1999) (SPAWAR C-316)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at the Space and Naval Warfare Systems Center San Diego (SPAWARSYSCEN San Diego) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SPAWARSYSCEN San Diego unless differing hours are specified on the individual delivery/task orders. The Contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SPAWARSYSCEN San Diego must work during the normal workweek. The following is a list of holidays observed by the Government.

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

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

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

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours during a week. Therefore, during the SPAWARSYSCEN San Diego off-Friday (36 hour) week overtime will not be paid for nonexempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through

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Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SPAWARSYSCEN San Diego hours are maintained both weeks.

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

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

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

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

C-325 KEY PERSONNEL (DEC 1999)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by

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him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME	CONTRACT LABOR CATEGORY
██████████	██████████

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

(End of clause)

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SECTION D PACKAGING AND MARKING

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

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

SHIP TO:

SPAWAR SYSTEMS CENTER PACIFIC
RECEIVING OFFICER
4297 PACIFIC HIGHWAY, BLDG 7
CODE 23410
SAN DIEGO CA 92110-5000

MARK FOR:

Contract #: N00178-05-D-4221 Order #: 7N01 Item #
Attn: Jeffrey Allen Code 230

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

D-305 PREPARATION FOR DELIVERY (MAR 1999)

(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 01 September 1995.

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

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SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his/her duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the base effort is as follows:

4001: From 24 Sep 2009 to 24 Feb 2010

The period of performance for the option CLINs is as follows:

4002: From 25 Feb 2010 to 22 Feb 2011

4003: From 25 Feb 2010 to 30 Jun 2010

4004: From 23 Feb 2011 to 22 Feb 2012

4005:

4006: From 23 Feb 2012 to 22 Feb 2013

4007:

4008: From 23 Feb 2013 to 22 Feb 2014

4009:

Services to be performed hereunder will be provided at SSC Pacific.

F-1 PERIODS OF PERFORMANCE (DEC 1999)

FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000) -

(a) The Government may extend the term of this contract by written notice to the Contractor within 90 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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.

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

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SECTION G CONTRACT ADMINISTRATION DATA

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

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

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

This is a completion, cost-plus-fixed-fee type task order.

G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 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 selfregister 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 for every two weeks. Do not combine the payment claims for services provided under this contract.

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

WAWF Invoice Type ¹	Cost Voucher
Issuing Office DODAAC	N66001
Admin DODAAC:	S2101A
Inspector DODAAC (if applicable)	N66001

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Acceptor DODAAC:	N66001
*LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
DCAA Auditor DoDAAC 2:	Cognizant
Service Approver DoDAAC 2:	N66001
PAY DODAAC:	HQ0338

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

REFERENCE: DFARS 232.7003(a)

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Tammy Sanchez

Code: SPAWARSYSCEN Pacific, Code 22000

Address: 53560 Hull Street, San Diego CA 92152-5001

Phone: (619) 553-3200

E-Mail: tammy.sanchez@navy.mil

G-6 Task Order Manager

Task Order Manager

Jeffrey Allen, SSC Pacific Code 2000

53560 Hull Street

San Diego, CA 92152-5001

jeffrey.d.allen4@navy.mil

619-553-1918

Accounting Data

SLINID	PR Number	Amount
400101	2000020800	██████████
LLA :		
AA 97X4930 NH3P 000 77777 0 066001 2F 000000		
COST CODE: 002000020800		

BASE Funding ██████████

Cumulative Funding ██████████

MOD 01

400201	1300142640	██████████
LLA :		
AB 97X4930 NH3P 000 77777 0 066001 2F 000000		

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COST CODE: A00000346611

400301 1300142640 [REDACTED]
LLA :
AB 97X4930 NH3P 000 77777 0 066001 2F 000000
COST CODE: A00000346611

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02 Funding 0.00
Cumulative Funding [REDACTED]

MOD 03

400301 1300142640 [REDACTED]
LLA :
AB 97X4930 NH3P 000 77777 0 066001 2F 000000
COST CODE: A00000346611

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

400401 1300142640 [REDACTED]
LLA :
AC 97X4930 NH3P 252 77777 0 050120 2F 000000 A20000346611

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05 Funding 0.00
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

(b) Where multiple lines of accounting are present, the accounting information will be found in section G of this task order. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

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

H-2 DATA RIGHTS

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

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

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSSYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

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

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

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

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

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

(a) Definition.

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

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

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

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

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

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

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

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

(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

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modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

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

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

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

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

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

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

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

- (1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)") (SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service")
- (2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.
- (3) resort to such other rights and remedies as provided for under this contract and under Federal law. Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any

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successive noncompliance.

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

H-7 TECHNICAL INSTRUCTIONS

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

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

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

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

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

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

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

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SECTION I CONTRACT CLAUSES

I-2 CLAUSES INCORPORATED BY REFERENCE

52.219-6 -- Notice of Total Small Business Set-Aside (June 2003)
52.219-14 -- Limitations on Subcontracting (Dec 1996)

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SECTION J LIST OF ATTACHMENTS

Attachment 2 Contract Data Requirements List, DD 1423