

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 18	3. EFFECTIVE DATE 15-Jun-2010	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR SSC ATLANTIC (Charleston) P.O. BOX 190022 North Charleston SC 29419-9022 christopher.m.brown5@navy.mil 843-218-4306	CODE N65236	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Engineering Services Network, Inc 2450 Crystal Dr. Ste 1015 Arlington VA 22202	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4045-V701
	10B. DATED (SEE ITEM 13) 15-Aug-2006
CAGE CODE 05BD7	FACILITY CODE 933578825

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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) Christopher M Brown, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Christopher M Brown (Signature of Contracting Officer)	16C. DATE SIGNED 15-Jun-2010
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to issue preliminary notice. Accordingly, said Task Order is modified as follows:
A conformed copy of this Task Order is attached to this modification for informational purposes only.

As a result of this modification:

1. The contractor is hereby given preliminary notice of the Government's intent to exercise the option for the period of 14 July 2010 through 13 July 2011. This preliminary notice is issued pursuant to FAR Clause 52.217-9 entitled "Option to Extend the Term of the Contract (MAR 2000)" and shall not be deemed to commit the Government to renewal.
2. In the event the task order is renewed, written notice will be given at least thirty (30) days prior to the expiration of the task order.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased by \$0.00 from \$1,081,261.75 to \$1,081,261.75.

The total value of the order is hereby increased by \$0.00 from \$4,535,736.00 to \$4,535,736.00.

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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

1001	Base Year - Labor Engineering and Technical Services Support (O&MN,N)	1.0 Lot	\$964,021.00	\$72,302.00	\$1,036,323.00
100101	Labor for PWS 8.0 (O&M,N) (O&MN,N)				
100102	Labor for PWS 8.3 for N6 (O&M,N) (O&MN,N)				
100103	Labor for PWS 8.1 for N9 (O&M,N) (O&MN,N)				
100104	Labor for PWS 8.2 for N9 (RDT&N) (O&MN,N)				
1101	First Option Year - Labor Engineering and Technical Services Support (O&MN,N)	1.0 Lot	\$992,998.00	\$74,475.00	\$1,067,473.00
110101	ACRN:AE Labor to support PWS tasking 8.3 for N6. (O&MN,N)				
110102	ACRN:AF Labor to support PWS tasking 8.1 for N9. (O&MN,N)				
110103	ACRN:AF Labor to support PWS tasking 8.1 for N9. (O&MN,N)				
110104	ACRN:AF Labor to support PWS tasking 8.1 for N9. (O&MN,N)				
1201	Second Option Year - Labor Engineering and Technical Services Support (O&MN,N)	1.0 Lot	\$1,022,780.00	\$76,709.00	\$1,099,489.00

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120101 ACRN:AF LABOR to
support PWS
tasking 8.1 for
N9. (O&MN,N)

120102 ACRN:AG LABOR TO
SUPPORT PWS
TASKING 8.1 FOR
N9 (OMN) (O&MN,N)

120103 ACRN:AG LABOR TO
SUPPORT PWS
TASKING 8.1
(O&MN,N)

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost

3001	Base Year - Other Direct Cost (Non fee bearing) (O&MN,N)	1.0 Lot	\$50,000.00
300101	Funding in support of PWS task. (O&MN,N)		
300102	For PWS 8.3 for N6 (O&MN,N)		
300103	For PWS 8.1 for N9 (O&MN,N)		
300104	For PWS 8.2 for N9 (O&MN,N)		
3101	First Option Year - Other Direct Cost (Non fee bearing) (O&MN,N)	1.0 Lot	\$50,000.00
310101	ACRN:AE ODCs to support PWS task 8.3 for N6. (O&MN,N)		
310102	ACRN:AF ODCs to support PWS task 8.1 for N9 (O&MN,N)		
310103	ACRN:AF ODCs to support PWS task 8.1 for N9. (O&MN,N)		
310104	ACRN:AF ODCs to support PWS task 8.1 for N9. (O&MN,N)		

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3201 Second Option 1.0 Lot \$50,000.00
Year - Other
Direct Cost (Non
fee bearing)
(O&MN,N)

320101 ACRN:AG ODC IN
SUPPORT OF PWS
PARAGRAPH 8.1 FOR
N9 (OMN) (O&MN,N)

320102 ACRN:AG ODC IN
SUPPORT OF PWS
PARAGRAPH 8.1
(O&MN,N)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4301	Third Option Year - Labor Engineering and Technical Services Support (O&MN,N)		1.0 Lot	\$1,053,443.00	\$79,008.00	\$1,132,451.00
430101	ACRN:AG LABOR IN SUPPORT OF PWS PARAGRAPHS 8.1 (O&MN,N)					
4401	Fourth Option Year - Labor Engineering and Technical Services Support (O&MN,N) Option		1.0 Lot	\$1,085,044.00	\$81,378.00	\$1,166,422.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6301	Third Option Year - Other Direct Cost (Non fee bearing) (O&MN,N)		1.0 Lot	\$50,000.00
630101	ACRN:AG ODC IN SUPPORT OF PWS PARAGRAPH 8.1 (O&MN,N)			
6401	Fourth Option Year - Other Direct Cost (Non fee bearing) (O&MN,N) Option		1.0 Lot	\$50,000.00

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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.

5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989)

FIXED FEE: Base Year: \$72,302; First Option Year: \$74,475; Second Option Year: \$76,709; Third Option Year: \$79,008; Fourth Option Year: \$81,378. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause, unless waived. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

LIMITATION OF LIABILITY – INCREMENTAL FUNDING

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$1,081,261.75. It is estimated that these funds will cover the cost of performance through 14 AUG 2010. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (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 \$1,081,261.75 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLINs	CEILING	FUND THIS ACTION	TOTAL FUNDED	TOTAL UNFUNDED
1001, 3001 1101, 3101 1201, 3201 4301, 6301	\$4,485,736.00	\$94,642.16	\$1,081,261.75	\$4,485,736.00

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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):

Naval Network Warfare Command (NETWARCOM), Engineering and Technical Services Support

1.0 INTRODUCTION

Naval Network Warfare Command (NETWARCOM) is an Echelon III Type Command in an active (fully operational) status under a Commander. NETWARCOM is also assigned Echelon II Command level N6 and Chief Information Officer (CIO) responsibilities and authority throughout the FFC Claimancy, and serves as the global Designated Approval Authority (DAA) for all Navy networks. Our mission is to act as the Navy's central operational authority for space, information technology requirements, network and information operations in support of naval forces afloat and ashore; to operate a secure and interoperable naval network that will enable effects-based operations and innovation; to coordinate and assess the Navy operational requirements for and use of network/command and control/information technology/information operations and space; to serve as the operational forces' advocate in the development and fielding of information technology, information operations and space and to perform such other functions and tasks as may be directed by higher authority.

2.0 BACKGROUND

This Performance Work Statement (PWS) supports the missions of the Innovation and Experimentation Directorate (N9) Technology Exploration/ Innovation Division (N92), Enterprise Architecture Directorate (N6) C5I Modernization Planning Division (N63) and Operations Directorate (N3) Fleet C5ISR Modernization Division (N32) of Commander, Naval Network Warfare Command (NETWARCOM), at 2465 Guadacanal Road, Norfolk, VA 23521

INNOVATION AND EXPERIMENTATION

The Innovation and Experimentation (I&E) Directorate (N9) serves as the FORCENet Operational Agent for Sea Trial and leads all aspects of FORCENet Concept Development and Experimentation (CD&E), transformational concepts for the employment of FORCENet and IO capabilities and supporting metrics in support of Navy, Joint and Coalition commanders; C4ISR and Information Operations (IO) experimentation campaign plans to help guide overall changes to all aspects of Doctrine, Organization, Training, Material, Leadership, Personnel, Facilities (DOTMLPF) as the Navy transforms toward network centric operations; transformational capabilities through actual experimentation and implement successful concepts; NETWARCOM's principle military representative to Military Utility Assessment (MUA) Teams. Develop C4I, IO/SIGINT, ISR and FORCENet Experimentation Sea Trial Roadmap integrating studies, war games, experimentation and exercises with proposed evaluation metrics; Integrate future experimentation with innovation.

ENTERPRISE ARCHITECTURE

The Enterprise Architectures Directorate (N6) serves as the Commander Fleet Forces Command (CFFC) N6 for the global Naval Enterprise. The Enterprise Architecture Directorate develops designs, plans, engineers and implements FORCENet capabilities across the FORCENet Domain and also implements required system and network capabilities, information management, and applications for a mission or for an incremental improvement in the operating environment. The Enterprise Architectures Directorate, Modernization Planning Division (N63) serves as the Commander Fleet Forces Command (CFFC) N6 for the C5I Modernization Program (C5IMP), O-6 voter for modernization Ship Change Documents (SCD), Manages and coordinates with CNO (Chief of Naval Operations), CFFC, NNWC and SPAWAR interfaces regarding execution year Information Technology/Combat Systems installations and also is a stakeholder in the NAVSEA SHIPMAIN/C5IMP coordination and de-confliction process. The Modernization Planning Division (N63) also supports unit and force level baseline requirement validations; provides system engineering, platform knowledge and technical expertise in support of the alignment and evaluation of systems with fleet requirements, capabilities and implementation constraints.

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NETWORK OPERATIONS

The Operations Directorate (N3) serves as the focal point for coordinating and directing the defense of Naval computer systems and networks in support of Naval Forces ashore and afloat by maintaining a secure and interoperable network through policy, guidance, education, incident, detection, analysis, and incident response; to prevent computer incidents through network surveillance and proactive measures against potential threats; manages the integration of execution year/FYDP plans for afloat and ashore C5ISR systems to maximize support to the FRP (Fleet Response Plan); and directs fleet operations current year execution, end-to-end C4 operations afloat and ashore to include shore modernization and technology synchronization.

3.0 SCOPE

The objective of this task order is to provide engineering and technical services support to Commander, Naval Network Warfare Command. To include:

3.1 Technical and Systems Analysis

3.2 Program Management Services

3.3 Engineering Services

3.4 Networking (LAN/WAN) Services

3.5 Information Management Engineering Services

3.6 Planning services

3.7 Concept Development and Experimentation services

3.8 Test and Evaluation

3.9 Validation and Verification

Support to Commander, Naval Network Warfare Command shall include delivery of progress reports, preparation of program and briefing materials and, systems design analysis of C5ISR Naval Systems.

4.0 PLACE OF PERFORMANCE

The Contractor shall perform the majority of these tasks at Commander, Naval Network Warfare Command (NETWARCOM), 2465 Guadalcanal Road, NAB Little Creek, Bldg 1265, Norfolk, Va. 23521. Also tasks may be performed at other government sites, contractor facilities, and when deemed necessary during travel in support of designated activities.

5.0 APPLICABLE DIRECTIVES/REFERENCES

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

- a. DOD Directive 5220.22M, Industrial Security Manual for Safeguarding Classified Information
- b. OPNAVINST 3430.26 (Series) Implementing Instructions for Information Warfare/Command and Control Warfare.
- c. OPNAVINST 5450.231 (Series) Mission, Functions and Tasks of the Fleet Information Warfare Center.
- d. Fleet Information Warfare Center: Master Plan

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e. Commander Atlantic Division, Naval Facilities Engineering Command: Basic Facilities Review for the Fleet Information Warfare Center

f. CJCSINST 3170.01B, 15 APR 2001 Requirements Generation System

g. OPNAVINST 3050.23, 5 NOV 01 Alignment and Responsibility of Navy

Requirements Generation and Resource Planning

h. OPNAVNOTE Ser N7/1U637140, 5 NOV 01 Alignment and Responsibility of Navy Requirements Generation and Resource Planning

i. OPNAVINST 5239.1B Navy Information Assurance (IA) Program

j. OPNAVINST 2201.2 Navy and Marine Corps Computer Network Incident Response

k. OPNAVINST 3430.23B Tactical Electronic Warfare Reprogrammable Library [EWRL] Support Program

l. Joint Technical Architecture (JTA)

m. CINCLANTFLT/CINCPACFLT Inst. 4790.3, Joint Fleet Maintenance Manual

n. NAVSEA Technical Specification 9090.310D

o. RMMCO Structure Policy

p. CINCLANFLT/CINCPACFLT Inst. 4720.3, Management of Afloat C4I Installs

q. DON CIO Information Technology Standards Guidance 5 APR 99

r. NMCI Red Team CONOP 14 NOV 2001

s. FIWC Red Team SOP 01 and 02 26 MAY 00

t. FIWC NMCI Red Team SOP 01 and 02 14 NOV 01

u. FIWC Defense Information Assurance Red Team Methodology APR 99

v. SECNAVINST 5720.47 DoN Policy for Content of Publicly Accessible WWW Sites

w. DoD Web site administration policies and procedures 25 Nov 1998

x. DoD Web site administration policies and procedures amendment 26 Apr 2001

6.0 SECURITY

Contractor's request for visit authorization shall be submitted in accordance with DoD Manual 5220.22M (Industrial Security Manual for Safeguarding Classified Information) not later than one (1) week prior to visit. Request shall be forwarded via Naval Network Warfare Command (NNWC), 2465 Guadalcanal Rd, Norfolk, VA. 23421-3228, Attn: Security Office, for certification of need to know by the specified COR/TOM.

The level of security required for personnel assigned to this tasking shall be Secret at a minimum.

7.0 COR DESIGNATION/TASK ORDER MANAGER

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The Task Order Manager (TOM) for this contract is Mr. Jeff Brisendine, 757-445-1177, e-mail jeffery.brisendine@navy.mil.

The Technical Point of Contact for this contract is Ms. Cora Hancock (NETWARCOM), (757) 417-6775 x8, e-mail: corazon.hancock@navy.mil.

8.0 PERFORMANCE REQUIREMENTS

The identified tasks are to be completed and delivered in accordance with the requirements stated in each task. The Contractor shall provide the necessary timely assistance to meeting program emergent requirements as requested by the Program Manager or other properly designated authority.

All required written documentation, reports, briefing materials, viewgraphs, studies, meeting minutes, and other materials as described below shall be submitted in the requested format, without spelling, grammatical, or calculation errors and in accordance with the directives listed in Section 5.0 Applicable Directives/Documents where appropriate.

8.1 Innovation and Experimentation Task Areas

8.1.1 The Contractor shall provide subject matter expertise, analysis, installation coordination, engineering and technical support during the planning for Sea Trial as follows:

Participate in all Sea Trial process planning and coordination meetings

Maintain relevant information on FORCEnet and IO events within the Sea Trial Information Management System (STIMS)

Represent NETWARCOM on Navy Mission Essential Task List (NMETL) working group

Participate in relevant Sea Strike, Sea Shield and Sea Basing planning events that require NETWARCOM support for FORCEnet in event objectives

Coordinate resources, as required, to act as the FORCEnet supporting Commander to Sea Strike, Sea Shield and Sea basing events

8.1.2 The contractor shall provide subject matter expertise, data collection and analysis, test failure recovery coordination and technical support during execution of the Sea Trials and during the planning stages for follow on Sea Trials as follows:

Serve as the Fleet's Pilot Project Coordinator and supported Commander for FORCEnet events within the Sea Trial process

Provide direct support to the Technology Exploration/ Innovation team in projects both in and out of the Sea Trial experimentation area (to include but not to be limited to JT&E evaluations, Center for Naval Analysis Representative planning, SASC/ HASC visit coordination and planning, Flag support for special projects)

Support the FORCEnet Sea Trial Working Group

8.1.3 The Contractor shall provide subject matter expertise, data reduction and analysis and technical support during post Sea Trial periods as follows:

Oversee analysis and assessment of FORCEnet and IO events within the Sea Trial process

Support the analysis and assessment of non-FORCEnet Sea Trial events where NETWARCOM is a Supporting Commander

Assess FORCEnet Innovation Continuum events and FORCEnet/IO Sea Trial events for operational relevance to

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doctrine/ CONOPS/TTP, NCP/MCP/PPBS, and Program of Record technology roadmaps

8.1.4 The Contractor shall provide subject matter expertise, analysis, coordination and liaison support for FORCENet Innovation Continuum as follows:

Participate in all planning and coordination meetings supporting the FORCENet Innovation Continuum and IO experimentation; host relevant planning meetings

Coordinate with IO activities for incorporation of relevant IO Experimentation in the FORCENet Innovation Continuum

Liaison with Navy TENCAP and ONR/NRL on emerging technology solutions meriting demonstration or experimentation within the FORCENet Innovation Continuum, IO experimentation or Sea Trial process

Plan, coordinate, and execute FORCENet Innovation Continuum events, specifically the annual Trident Warrior Technology Definition Conference (TDC) that decides technologies to be experimented with in support of experiment objectives

Maintain a data base of FORCENet candidate technologies (EDISON) contributing to the development of FORCENet/IO capabilities (aka the FORCENet Innovation Continuum); Project Lead for the EDISON project as it transitions to Navy wide production environment

Provide assessment reports on FORCENet/IO contribution to operational relevance in doctrine/CONOPS/TTP to FLT CDRs, Numbered Fleet Commanders, NWDC, and relevant tactical training commands

Provide guidance to SYSCOM / PEO on performance of Program of Record (POR) technology as it pertains to assessed FORCENet/IO Capability

8.1.5 The Contractor shall provide technical and systems analysis, concept development, planning and coordination support for emerging technologies within the FORCENet domain as follows:

Evaluate and maintain awareness of emerging information technologies by attending relevant conferences and taking briefings/presentations/demonstrations from Industry, Academia, and other Government activities that have the potential for enhanced war fighting effectiveness or operational utility in naval operations

Maintain a linkage with ONR/NRL and SYSCOM labs for technical development of relevant emerging technologies

Participate in SYSCOM technology review boards

Coordinate NETWARCOM Innovation Review Board to assess emerging technologies worthy of conducting a pilot on an operational unit

Plan, coordinate, and execute chartered pilots, Fleet field experiments, Initial Prototype Demonstrations (IPD), Fleet Limited Objective Experiments (LOE), Supporting Lab Limited Objective Experiments, Workshops, War Games, and Innovation Review Board Meetings of promising technologies that may contribute to FORCENet/ Information Operations (IO)

8.1.6 The Contractor shall provide subject matter representation, liaison and coordination support Innovation and Experimentation Programs for FORCENet as follows:

Represent NETWARCOM on the Knowledge Management/ Information Management (KM/IM) Planning Team, Naval Network FORCENet Enterprise (NNFE) Cross Functional Team 1 (CTF 1), Coalition Warrior Interoperability Demonstration (CWID) and Joint Forces Command (JFCOM) Technical Transition Team

Provide administrative, analytical and technical support for command and FORCENet related technology seminars and conferences.

Liaison with NPS, JFCOM, the other Services, and USCG on FORCENet/IO germane Concept Development and

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Experimentation

Participate in FORCENet Fleet Collaborative Teams (FCTs)

8.2 Enterprise Architecture Task Areas

8.2.1 The Contractor shall provide subject matter expertise, analysis, database maintenance, planning and coordination support for Enterprise Architecture Modernization as follows:

Serve as system analyst for C5IMP installations

Participate in all planning and coordination meetings supporting the C5IMP/SHIPMAIN including all SHIPMAIN process planning and coordination meetings

Analyze SCD's requiring NETWARCOM voting for accuracy and technical feasibility and provide subject matter expertise

Provide subject matter expertise to NETWARCOM at the Carrier Configuration Board (CCB) meetings

Maintain a database of C5I modernization efforts and ensure they are processed and completed in a timely manner.

Maintain relevant information on FORCENet architecture/ technologies and ensure the C5IMP and ForceNet processes are aligned.

8.3 Network Operations Task Areas

8.3.1 The Contractor shall provide subject matter expertise, analysis, engineering, and network (LAN/WAN) support services for NETWARCOM Network Operations as follows:

Serve as Subject Matter Expert for Carrier Local Area Network (LAN) Systems

Perform shipboard analysis and installation oversight on all Carrier shipboard systems

Perform Network systems integration analysis on Carrier LAN systems

Assist in LAN planning for Carrier availabilities

Review SCD's and TCD's for Carrier Networks and provide technical evaluation

Maintain Configuration Management Database for all Carrier Network Systems (to include NAVSEA and NAVAIR systems)

Provide Modernization and SHIPMAIN support for all Carrier LAN Systems

Work daily operational issues pertaining to LAN networks onboard Carriers

8.3.2 The Contractor shall provide representation and Liaison support services for NETWARCOM Aircraft Carrier Programs as follows:

Provide representation at Carrier Network Working Group (CNWG), Carrier Configuration Control Board (CCB), and Carrier Combat Systems Review (CSR) Meetings

Provide Liaison supports service between Commander, Naval Network Warfare Command and Commander, Naval Air

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Forces and other stakeholders related to network architecture design

The Contractor shall participate in meetings, conferences, and travel as required by the Program Manager or Assistant Program Manager. The Contractor shall be responsible for creating all supporting documentation necessary for full participation in the meeting as assigned. The Contractor shall submit this documentation to the requestor no later than two days prior to the meeting, and submit required revisions for approval no later than two hours prior to the meeting. Provide minutes of all meetings, teleconferences, video teleconferences, etc. including a list of attendees and their contact information and a list of actions items, due dates, and responsible individuals when directed by the Program Manager of other authorized individuals. The contractor will coordinate the schedule, location, and dissemination of meetings information teleconferences, video teleconferences, etc.

9.0 GOVERNMENT FURNISHED INFORMATION

None.

10.0 GOVERNMENT FURNISHED MATERIAL

None.

11.0 GOVERNMENT FURNISHED EQUIPMENT

The contractor will be provided an NMCI seat and all associated hardware/software that will be needed to complete above described tasks.

12.0 CONTRACTOR FURNISHED MATERIAL

The contractor is responsible for acquiring and delivering all material required to complete all tasks described in this PWS. The contractor is responsible for the proper disposal of all removed material.

13.0 CONTRACTOR FURNISHED EQUIPMENT

The contractor is responsible for acquiring and delivering all equipment required to complete all tasks described in this PWS. The contractor is responsible for the proper disposal of all removed equipment.

14.0 TRAVEL REQUIREMENTS

Travel is authorized and will be reimbursed IAW the JTR. When it becomes necessary for the contractor to travel, the contractor shall submit a request, via email, to the SPAWARSCEN 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

15.0 DELIVERABLES

The Contractor shall provide the deliverables listed below. Deliverables shall be prepared in contractor format where not otherwise specified by the government. Deliverables shall be sent to:

Ms. Cora Hancock (NETWARCOM), (757) 417-6775 x8, e-mail: corazon.hancock@navy.mil, mailing address:

NETWARCOM

2465 Guadalcanal Road

NAB Little Creek, Bldg. 1265

Norfolk, VA 23521-3228

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15.01 Monthly Status Reports (10 Business days after the completion of each month)(CDRL A001)

15.02 Meeting, Trip or Conference Reports (5 Business days after the completion of each event)(CDRL A002)

15.03 Other Deliverables as agreed upon between the Government and Contractor

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:

Estimated annual work effort: 15,360 man hours

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

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.

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(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-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 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.

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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 on the standards in paragraph 2 above using the following technique:

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

b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.

c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.

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.

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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.

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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.

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SECTION F DELIVERABLES OR PERFORMANCE

F-303 PERIODS OF PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1001	8/15/2006 - 8/14/2010
1101	8/15/2007 - 8/14/2010
1201	8/15/2008 - 8/14/2010
3001	8/15/2006 - 8/14/2010
3101	8/15/2007 - 8/14/2010
3201	8/15/2008 - 8/14/2010
4301	8/15/2009 - 8/14/2010
6301	8/15/2009 - 8/14/2010

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

4401	8/15/2010 - 8/14/2011
6401	8/15/2010 - 8/14/2011

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

Due to the passage of the CRA for the period 1OCT07 thru 14NOV07, the accounting appropriate is hereby added as follows:

110101 \$78193.00

LLA:

AE: 1781804 60CN 250 69235 068892 2D X011SH 692358EASPTQ

ACRN:AE

REQN: N65236-7271-C002

"This accounting appropriation is based on the passage of the CRA for the period 1OCT07 thru 14NOV07."

110102 \$81629.00

LLA:

AF: 1781804 60CN 250 69235 068892 2D X005SH 692358NPSPTQ

ACRN:AF

REQN: N65236-7271-C003

JON: NO8LJX8200

DOC NO: N6923508WX005SH/AA

"Labor to Support PWS Task 8.1 for N9"

"This accounting appropriation is based on the passage of the CRA for the period 1OCT07 thru 14NOV07."

310101 \$4,218.00

LLA:

AE: 1781804 60CN 250 69235 068892 2D X011SH 692358EASPTQ

ACRN:AE

REQN: N65236-7271-C002

"This accounting appropriation is based on the passage of the CRA for the period 1OCT07 thru 14NOV07."

310102 \$4,218.00

LLA:

AF: 1781804 60CN 250 69235 068892 2D X005SH 692358NPSPTQ

ACRN:AF

REQN: N65236-7271-C003

"This accounting appropriation is based on the passage of the CRA for the period 1OCT07 thru 14NOV07."

TASK ORDER MANAGER

Task Order Manager

Michael Greene, N4 NETWARCOM

2465 Guadalcanal Rd.

Norfolk, VA 32521

michael.greene2@navy.mil

757-417-6745

ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Kristine Penninger

Code: 02B

Address: PO Box 190022, N. Charleston, SC 29419

Phone: (843) 218-5916

Email: kristine.penninger@navy.mil

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G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost-Plus-Fixed-Fee, performance based task order.

G-317 INVOICING INSTRUCTIONS

(a) Invoice submission shall be in accordance with Clause H-5 of the basic contract, entitled "Submission of Invoices".

(b) The contractor shall electronically submit invoices using the Wide Area Workflow (WAWF) web site located at <https://wawf.eb.mil>. Depending on the contractor's "direct submit authority" given by Defense Contract Audit Agency (DCAA), the invoice will either be approved by DCAA or submitted directly to Defense Finance Accounting Service (DFAS) for payment.

(c) The following WAWF grid is provided to assist vendors in entering mandatory data into WAWF:

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S2404A (DCMA Virginia)
DCAA Auditor	Code HAA391(DCAA Pennsylvania Branch Office)
Service Approver	Code S2404A (DCMA Virginia)
Pay by	Code HQ0338(DFAS Columbus Center, South Entitlement)

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.

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Accounting Data
SLINID  PR Number                Amount
-----
100101                                     67550.00
LLA :
AA 1761804 60CN 250 69235 068892 2D X118SH 692356FCSPTQ
REQN: N65236-6226-C011
JON:  NX0KTX6NET
DOC:  N6923506WX118SH/AA

300101                                     2450.00
LLA :
AA 1761804 60CN 250 69235 068892 2D X118SH 692356FCSPTQ
REQN: N65236-6226-C011
JON:  NX0KTX6NET
DOC:  N6923506WX118SH/AA

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300103 (213.00)
 LLA :
 AC 1771804 60CN 250 69235 0 068892 2D X013SH 692357NPTPSQ
 ACRN:AC
 REQ: N65236-6275-C029
 JON: NMUKTX7800
 DOC: N6923507WX013SH/AA
 For PWS 8.1 for N6

MOD 06 Funding -16896.00
 Cumulative Funding 587923.00

MOD 07

110101 78193.00
 LLA :
 AE: SUBJECT TO THE AVAILABILITY OF FUNDS
 ACRN:AE
 REQ: N65236-7271-C002
 JON: NO8LJX8CBT
 DOC: N6923508WX011SH/AA
 Labor to support PWS task 8.3 for N6.

110102 81629.00
 LLA :
 AF: SUBJECT TO THE AVAILABILITY OF FUNDS
 ACRN:AF
 REQ: N65236-7275-C003
 JON: NO8LJX8200
 DOC: N6923507WX005SH/AA

310101 4218.00
 LLA :
 AE: SUBJECT TO THE AVAILABILITY OF FUNDS
 ACRN:AE
 REQ: N65236-7271-C002
 JON: NO8LJX8CBT
 DOC: N6923508WX011SH/AA
 ODCs to support PWS task 8.3 for N6.

310102 4218.00
 LLA :
 AF: SUBJECT TO THE AVAILABILITY OF FUNDS
 ACRN:AF
 REQ: N65236-7271-C003
 JON: NO8LJX8200
 DOC: N6923508WX005SH/AA
 ODCs to support PWS task 8.1 for N9.

MOD 07 Funding 168258.00
 Cumulative Funding 756181.00

MOD 09

110103 43388.00
 LLA :
 AF 1781804 60CN 259 69235 068892 2D X005SH 692358NPSPTQ
 REQ: N65236-7271-C003
 J.O. NO.: NO8LJX8200
 DOC NO.: N6923508WX005SH/AA

310103 5863.00
 LLA :
 AF 1781804 60CN 259 69235 068892 2D X005SH 692358NPSPTQ
 REQ: N65236-7271-C003
 J.O. NO.: NO8LJX8200
 DOC NO.: N6923508WX005SH/AA

MOD 09 Funding 49251.00
 Cumulative Funding 805432.00

MOD 10

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110104 19861.00
 LLA :
 AF 1781804 60CN 250 69235 068892 2D X005SH 692358NPSPTQ
 J.O. : NO8LJX8200
 REQ: N65236-7271-C003
 DOC NO. : N6923508WX005SH/AA

310104 792.00
 LLA :
 AF 1781804 60CN 250 69235 068892 2D X005SH 692358NPSPTQ
 J.O. : NO8LJX8200
 REQ: N65236-7271-C003
 DOC NO. : N6923508WX005SH/AA

MOD 10 Funding 20653.00
 Cumulative Funding 826085.00

MOD 11

100103 (20000.00)
 LLA :
 AC 1771804 60CN 250 69235 0 068892 2D X013SH 692357NPTPSQ
 ACRN:AC
 REQ: N65236-6275-C029
 JON: NMUKTX7800
 DOC: N6923507WX013SH/AA
 For PWS 8.1 for N6

300103 (5000.00)
 LLA :
 AC 1771804 60CN 250 69235 0 068892 2D X013SH 692357NPTPSQ
 ACRN:AC
 REQ: N65236-6275-C029
 JON: NMUKTX7800
 DOC: N6923507WX013SH/AA
 For PWS 8.1 for N6

MOD 11 Funding -25000.00
 Cumulative Funding 801085.00

MOD 12

110103 (5000.00)
 LLA :
 AF 1781804 60CN 259 69235 068892 2D X005SH 692358NPSPTQ
 REQ: N65236-7271-C003
 J.O. NO. : NO8LJX8200
 DOC NO. : N6923508WX005SH/AA

120101 5000.00
 LLA :
 AF 1781804 60CN 259 69235 068892 2D X005SH 692358NPSPTQ
 REQ: N65236-7271-C003
 J.O. NO. : NO8LJX8200
 DOC NO. : N6923508WX005SH/AA

MOD 12 Funding 0.00
 Cumulative Funding 801085.00

MOD 13

120102 87280.00
 LLA :
 AG 1791804 60CN 250 69235 068892 2D X002SH 692359NPSPTQ
 J.O. : NYMKAX9000
 REQ NO. : N65236-8252-C033
 DOC NO. : N6923509WX002SH/AA

320101 3765.74
 LLA :
 AG 1791804 60CN 250 69235 068892 2D X002SH 692359NPSPTQ

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J.O.: NYMKAX9000
 REQN NO.: N65236-8252-C033
 DOC NO.: N6923509WX002SH/AA

MOD 13 Funding 91045.74
 Cumulative Funding 892130.74

MOD 14

120103 90048.56
 LLA :
 AG 1791804 60CN 250 69235 068892 2D X002SH 692359NPSPTQ
 J.O.: NYMKAX9000
 REQN NO.: N65236-8252-C033
 DOC NO.: N6923509WX002SH/AA

320102 4440.29
 LLA :
 AG 1791804 60CN 250 69235 068892 2D X002SH 692359NPSPTQ
 J.O.: NYMKAX9000
 REQN NO.: N65236-8252-C033
 DOC NO.: N6923509WX002SH/AA

MOD 14 Funding 94488.85
 Cumulative Funding 986619.59

MOD 15

430101 90201.87
 LLA :
 AG 1791804 60CN 253 69235 068892 2D X002SH 692359NPSPTQ
 J.O.: NYMKAX9000
 REQN NO.: N65236-8252-C033
 DOC NO.: N6923509WX002SH/AA

630101 4440.29
 LLA :
 AG 1791804 60CN 253 69235 068892 2D X002SH 692359NPSPTQ
 J.O.: NYMKAX9000
 REQN NO.: N65236-8252-C033
 DOC NO.: N6923509WX002SH/AA

MOD 15 Funding 94642.16
 Cumulative Funding 1081261.75

MOD 16 Funding 0.00
 Cumulative Funding 1081261.75

MOD 17 Funding 0.00
 Cumulative Funding 1081261.75

MOD 18 Funding 0.00
 Cumulative Funding 1081261.75

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 SBA's 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

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(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) 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

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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 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.

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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 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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).

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(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.

(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.

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

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

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

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in the basic contract or this task order.

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

TECHNICAL INSTRUCTIONS

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

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

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

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

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

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SECTION I CONTRACT CLAUSES

FAR CLAUSES INCORPORATED BY REFERENCE:

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

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

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this task order by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended task order shall be considered to include this option clause.

(c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed five years.

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Contract Data Requirements List, DD1423

Attachment 2 - Contract Security Classification Specifications, DD254 (Distributed Separately)