

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 07	3. EFFECTIVE DATE 15-Jul-2009	4. REQUISITION/PURCHASE REQ. NO. N65236-09-MR-31585	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR SSC ATLANTIC (Charleston) P.O. BOX 190022 North Charleston SC 29419-9022 william.tobin@navy.mil 843-218-5950	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) CRA Inc 4401 Ford Avenue 6th Floor Alexandria VA 22302	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-06-D-4727-V701
	10B. DATED (SEE ITEM 13) 20-Jul-2007
CAGE CODE 4C558	FACILITY CODE 148061062

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 checked="" 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 type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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) William F Tobin, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/William F Tobin	16C. DATE SIGNED 16-Jul-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to add funding... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for information purposes only.

The total amount of funds obligated to the task is hereby increased by \$1,705,548.34 from \$7,259,659.91 to \$8,965,208.25.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400101	OTHER	0.00	1,134,156.34	1,134,156.34
600101	OTHER	0.00	571,392.00	571,392.00

The total value of the order is hereby increased by \$0.00 from \$13,996,189.04 to \$13,996,189.04.

CLIN 4001	SLIN 400101	ACRN AH IS ESTABLISHED FOR	\$ 1,134,156.34	TASK 8.1-8.3
CLIN 6001	SLIN 600101	ACRN AH IS ESTABLISHED FOR	\$ 571,392.00	ODCS TASK 8.1-8.3

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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	HQMC ATFP Program Support (TBD)	1.0 Lot	\$3,694,181.56	\$277,063.62	\$3,971,245.18
100101	ACRN AA TASKS: 8.1.1, 8.2.1, 8.2.2, 8.2.3, 8.3.2, 8.3.6 (TBD)				
100102	ACRN AB TASK: 8.3.4 (TBD)				
100103	ACRN AC TASK: 8.2.4 (TBD)				
100104	ACRN AD TASK 8.1.1, 8.2.1, 8.2.2, 8.2.3, 8.3.4 (TBD)				
1101	HQMC ATFP Program Support (TBD)	1.0 Lot	\$3,823,477.91	\$286,760.84	\$4,110,238.75
110101	ACRN: AE TASKS 8.1-8.3 (TBD)				
110102	ACRN: AE TASKS 8.1-8.3 (TBD)				
110103	ACRN: AF TASKS 8.2 (TBD)				
110104	ACRN: AG TASKS 8.1-8.3 (OTHER)				
110105	ACRN: AH TASKS 8.1-8.3 (OTHER)				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3001	HQMC ATFP Program Support (TBD)	1.0 Lot	\$535,680.00
300101	ACRN: AA ODC (TBD)		
300102	ACRN AD ODC (TBD)		
3101	HQMC ATFP Program Support (TBD)	1.0 Lot	\$553,536.00
310101	ACRN: AE ODCS TASK 8.1-8.3 (TBD)		

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For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	HQMC ATFP Program Support (TBD)	1.0 Lot	\$3,957,299.64	\$296,797.47	\$4,254,097.11
400101	ACRN: AH TASK 8.1-8.3 (OTHER)				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6001	HQMC ATFP Program Support (TBD)	1.0 Lot	\$571,392.00
600101	ACRN: AH ODCS TASK 8.1-8.3 (OTHER)		

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

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the following number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

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

	Total Staff-Hours (X)*	Total Prime Staff-Hours	Fixed Fee**
*(inclusive of Prime and any proposed Subcontractor(s))			
Base Period	_____	_____	_____
Option 1	_____	_____	_____
Option 2	_____	_____	_____
Option 3	_____	_____	_____
Option 4	_____	_____	_____
**Contractor is to identify basis for fixed fee amount: ___ Prime Hours Only ___ Total Staff-Hours			

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

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

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

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

- (1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.
- (2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.
- (3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

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

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

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

- (1) The total number of staff-hours of direct labor expended during the applicable period.
- (2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
- (3) A breakdown of other costs incurred.
- (4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

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

- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
- (6) A calculation of the appropriate fee reduction in accordance with this clause.

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

ADDITIONAL SLINS

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

LIMITATION OF LIABILITY – INCREMENTAL FUNDING

CLINs 1001 & 3001

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$3,022,492.00. It is estimated that these funds will cover the cost of performance through 19 July 2008. 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 \$3,022,492.00 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLINs 1101 & 3101

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$4,240,167.91. It is estimated that these funds will cover the cost of performance through 14 July 2009. 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 \$4,240,167.91 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLINs 4001 & 6001

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$1,705,548.34. It is estimated that these funds will cover the cost of performance through 14 July 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 \$1,705,548.34 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	CPFF	ACTION	FUNDING	UNFUNDED
1001	\$ 3,971,245.18		\$ 2,569,118.20	\$ 1,402,126.98
3001	\$ 535,680.00		\$ 453,373.80	\$ 82,306.20
1101	\$ 4,110,238.75		\$ 3,686,631.91	\$ 423,606.84
3101	\$ 553,536.00		\$ 553,536.00	\$ -
4001	\$ 4,254,097.11	\$ 1,134,156.34	\$ 1,134,156.34	\$ 3,119,940.77
6001	\$ 571,392.00	\$ 571,392.00	\$ 571,392.00	\$ -
TOTAL	\$ 13,996,189.04	\$ 1,705,548.34	\$ 8,968,208.25	\$ 5,027,980.79

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SPAWARSYSCEN-CHARLESTON, Code 742DH, HQMC ATFP Program Support

1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare System Center Charleston, MCESS Program is acquiring Programmatic, Management, Training, and Evaluation support services for the Plans Policy and Operations, and Security Division (PS) of Headquarters Marine Corps.

2.0 BACKGROUND

The Plans Policies and Operations, Security Division (PS) of Headquarters Marine Corps is responsible for the coordination, development, articulation, and execution of Marine Corps policies pertaining to Homeland Security / Defense, Antiterrorism (AT) and Force Protection (FP), Critical Infrastructure Protection (CIP), Mission Assurance, Installation Security and Emergency Preparedness, Operating Force and supporting establishment for Military Police and Law Enforcement, Corrections, Military Working Dogs (MWD), Operations Security, Physical Security, Criminal Investigations, Marine Corps Security Forces (MCSF), Marine Security Guards (MSG), Chemical Biological Incident Response Force (CBIRF); Counter Drug, and Defense Support to Civil Authorities (DSCA). The number of programs and initiatives that the PS Division now supports has grown to the point where exclusive internal management and development is no longer feasible. The PS Division is in need of programmatic support in order to assist in the accomplishment of division responsibilities.

The goal is to provide support that can adequately assist with each area of responsibility. With the additional support, the division will be better able to dedicate their time supporting the Marine Corps and Department of Defense, and most importantly provide programs, training, policies or doctrines within program schedules and quality requirements.

3.0 SCOPE

The objective of this Task Order is to obtain consultation, technical, programmatic, , and training support services to assist and support the Plans Policies and Operations, Security Division (PS) of Headquarters Marine Corps to carry out its duties and responsibilities to deliver coordination, development, articulation, and execution of Marine Corps polices in several functional areas. The range of Task Order span the entire spectrum of mission areas supported by the activities and agencies that compromise the PS Division with skill sets and experience that match the division's need to comply with DoD, non-DoD, Joint, and Federal requirements in order to provide the protection of USMC installations and combatant units and further enhance the ability of USMC installations to respond to incidents that threaten our Nation's security. These shall include assisting with plan development, data support, training development and exercise execution, resource management, risk management, security assessment, coordination, and system development support, in order to achieve the goals and objectives directed by the Plans Policies and Operations, Security Division.

4.0 PLACE OF PERFORMANCE

Work shall be primarily performed at the contractor's facility. As needed, tasks may require support at Government facilities. Work is anticipated at the following U.S. Marine Corps locations and the

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surrounding areas:

MCLB Albany

MCLB Barstow

MCAS Beaufort

Blount Island, FL

MCAS Cherry Point

MCAS Pendleton

MCB Pendleton

Camp Courtney (Japan)

Camp Foster (Japan)

Camp Fuji (Japan)

MCAS Futenma (Japan)

Camp Hansen (Japan)

Henderson Hall

MCB Quantico

MCAS Iwakuni (Japan)

MCB Kaneohe Bay

Camp Kinser (Japan)

MCB Camp Lejeune

Maine Barracks 8th & I

MCAS Miramar

Mountain Warfare Training Center

MCAS New River

MCAGCC Twentynine Palms

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MCRD Parris Island

MCCDC Quantico

Camp Schwab (Japan)

MCRD San Diego

MCB Camp Smith

MCAS Yuma

Headquarters Marine Corps

Ft. Bragg, NC

5.0 APPLICABLE DIRECTIVES / REFERENCES

The contractor shall adhere to the following documents in completion of tasks within paragraph 8.0, Performance Requirements:

Homeland Security Exercise and Evaluation Program (HSEEP)

National Strategy for Homeland Security, July 2002

Homeland Security Act of 2002, November 2002

HSPD-5, Domestic Incident Management, February 2003

HSPD-8, National Preparedness, December 2003

National Incident Management System, March 2004

National Response Plan, December 2004

Training Strategy for OSLDPS [G&T] with Implications for WMD Training, September 2001

Counterterrorism Exercise Sub-Group (CT-ESG) 1996 and 2002 Charters

The Joint Training System, A Primer for Leaders, 1998, DOD Publication

Joint Training Manual for The Armed Forces of The United States, CJCSM 3500.03, September 2001

Joint Training Policy for The Armed Forces of The United States, CJCSI 3500.01B, December 1999

Target Capabilities List, 2006

Universal Task List, 2006

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National Preparedness Goal, 2006

Marine Corps WMD Test Plan

JP 3-0 “Joint Operations”

JP 3-07.2 “Joint Tactics, Techniques, and Procedures for Antiterrorism”

DTRA, “Force Protection Security Classification Guide”

DoD Construction Standards:

MIL-HDBK-1013/10: “Design Guidelines for Security Fencing, Gates, Barriers, and Guard Facilities”

MIL-HDBK-1013/12: “Evaluation and Selection Analysis of Security Glazing for Protection Against Ballistic, Bomb, Forced Entry Tactics”

MIL-HDBK-1013/14: “Selection and Application of Vehicle Barriers”

MIL-HDBK-1013/1A: “Design Guidelines for Physical Security of Facilities”

“Unified Design Guidance for Entry Control Facilities”

OPNAV 5530.13 C: “DON Physical Security Instruction for Conventional Arms, Ammunition, and Explosives (AA&E).”

DoD 4160.21-M

DoD 5100.76-M

DoD 5210.56

DoD 5200.8R

DoDD 5200.8 Security of DoD Installations

DoDD 5100.76

DoDD 5200.8

DoDD 8190.3

DoDD 2000.12 “DoD Antiterrorism (AT) Program”

DoDI 2000.16 “DoD Antiterrorism Program Standards”

DoD O-2000.12-H, “DoD Antiterrorism (AT) Handbook”

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SECNAVINST 5510.30A

SECNAVINST 5510.36

NAVSEA OP 5

OPNAVINST 5530.13C

MCO 1630.4A

MCO 3302.1D

MCO 4340.1A

MCO 5500.6F

MCO 5500.18

MCO 5510.15A

MCO 5580.2

MCO P5530.14, Marine Corps Physical Security Program Manual

MARADMIN 052/00

MARADMIN 220/00

MARADMIN 305/00

MARADMIN 360/01

MARADMIN 362/01

MARADMIN 601/02

CMC NAVAL MSG DTG 151425Z OCT 01

CMC NAVAL MSG DTG 121647Z SEP 03

UFC 4-010-10

UFC 4-010-01

UFC 4-021-01

MIL-HDBK-1013/8

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MIL-HDBK-1013/11

MCPD 3-02D Combating Terrorism

6.0 SECURITY

Contractor's request for visit authorization shall be submitted in accordance with DOD 5220.22M (Industrial Security Manual for Safeguarding classified Information) not later than one week prior to visit. Request shall be forwarded via Space and Naval Warfare Systems Center (PO Box 190022, North Charleston, SC 29419-9022) Attn: Security Office, for certification of need to know by the specified COR/Task Order Manager (TOM). All personnel performing classified tasks under this project shall be cleared to a minimum of SECRET.

7.0 TASK ORDER MANAGER

The Task Order Manager for this Task Order is: Steven Leya Code 742SL, steve.leya@navy.mil, 843-218-4490.

8.0 PERFORMANCE REQUIREMENTS

8.1 Analytical, Doctrinal, and Strategic Planning Support

Security Plans, Policy, and Doctrine Development: The contractor shall provide support to and assist with the development and/or review of concept plans, Marine Corps Orders, Strategic Plans, and Department of Defense doctrine and policy. The contractor shall also provide FP subject matter expertise and administrative support in order to assist HQMC in the Marine Corps planning process.

Security Data Support: The contractor shall provide assistance with development, support and maintenance of the Core Vulnerability Assessment Management Program (CVAMP) and Antiterrorism Enterprise Portal (ATEP).

Training Support

Mission Assurance Exercise Support: The contractor shall provide support in the development, design, training, execution and evaluation of exercises to enhance USMC plans, policies, and procedures in response to Antiterrorism (AT) and Force Protection (FP), Homeland Defense/Military support to civilian authority (e.g. Pandemic Influenza), weapons of mass destruction (WMD), and critical infrastructure assurance.

Antiterrorism Training Support: The contractor shall provide support to and assist with the development and review of the Marine Corps Antiterrorism Level II training, the Marine Corps Antiterrorism Level II Mobile training team, the Marine Corps Antiterrorism Level III Commander's Course and related spouses training, and the Marine Corps support to the Joint Staff Level IV conference.

National Incident Management System and National Response Plan Training Support: The contractor shall provide support to and assist with the development and delivery of tailored homeland defense and homeland security plans, policy, analysis, and associated training for emergent Marine Corps requirements in support of the NIMS and NRP to include Emergency Operations Center training.

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HQMC/Army Joint ATFP Exercise: The contractor shall provide support in the planning, development, and facilitation of a joint ATFP Exercise. The exercise shall be a table-top exercise on the topic of responding to a pandemic influenza event. The contractor shall assist HQMC and the Army IMCOM-SE group in developing an exercise purpose, scope, and objectives. The contractor shall attend two planning meetings and assist in producing agendas, attendance rosters, and PowerPoint presentations. The contractor shall facilitate a scenario presentation/exercise and discussion of key response issues. After completion of the exercise, the contractor shall assist HQMC and the Army IMCOM-SE group with the development of an After-Action Report (AAR) and Improvement Action Plan (IAP) that will cover key issues and recommendations recorded from exercise discussions.

Program Support (O&MMC)

Antiterrorism Officer Support: The contractor shall provide Antiterrorism Officer support for HQMC in assisting with the resource management of contractors providing Antiterrorism Officer support throughout the USMC.

Risk Management Process Development: The contractor shall provide support in the development of a Risk Management Process that can be incorporated for AT assessments at all levels of the Marine Corps.

Antiterrorism Assessment: The contractor shall utilize FP subject matter expertise in order to assist in the development of an Antiterrorism Assessment team to support HQMC with the assessment of Marine Corps forces, installations, and units in all AT related matters using a risk management process.

Mission Assurance Project Office Support: The contractor shall provide Mission Assurance project support for the Security Division. The contractor's primary role shall be to serve in support of the Security Division's representative for Mission Assurance related programs. This shall include assisting in the identification of critical issues pertaining to development and employment of tactics, techniques, and procedures (TTP) relating to antiterrorism, critical infrastructure protection, weapons of mass destruction, law enforcement, homeland defense, and force protection.

Corrections Project Office Support: The contractor shall provide Corrections Program support to the Law Enforcement and Corrections Branch (PSL), Security Division. The contractor shall assist in the coordination of the full range of Marine Corps Corrections, Marine Corps Absentee Collections Unit's (MCACU's) and Deserter Information Point (DIP) requirements to include providing assistance with policy and doctrine development, BRAC ordered integration of services Corrections, BRAC data collection, administrative support, and support to installation commanders. The contractor shall assist in the identification of critical issues pertaining to development and employment of Corrections tactics, techniques, and procedures (TTP). The contractor shall also respond to a variety of situations that include attending BRAC meetings, taking inventory of DD 553's and DD616's, and other Corrections administrative issues.

ATFP Security Support: The contractor shall provide FP subject matter expertise in order to support HQMC with the development and delivery of tailored homeland defense and homeland security plans, policy, analysis, training, and exercises for emergent Marine Corps requirements.

Courthouse Security Assessment: The contractor shall assess the present efficacy of courthouse security. This effort shall include: meeting with USMS staff to define assessment parameters, format, and measures; reviewing previous assessments or reports on security procedures, assessment of current security operations and protocols for court houses; preparing assessments

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of court house security and current security procedures at court houses that shall include recommendations for improved operations and security enhancements, which shall include recommendations for surveillance capabilities that could be enhanced by the use of state-of-the-art technology; and drafting revised security protocols and conducting exercises/drills to test those protocols.

Judicial Security Support System Development: The contractor shall assist with the creation of a Judicial Security Support System. This tasking shall include: assisting HQMC in defining parameters, format, and procedures for evaluating and testing current assessment operations; assisting in the review of previous assessments or reports on internal information-gathering and information-sharing operations; assisting in the surveying of current internal information-gathering procedures and operations, including threat database capabilities; providing support to HQMC in the assessment of current information-sharing protocols; providing subject matter expertise to support HQMC in the identification and assessment of technology and efficiencies to complement, integrate, and expedite judicial support information system gathering, analysis, and dissemination of relevant information; assisting in the preparation of criminal and terrorist threat analysis relevant to judicial security mission and mandate; developing recommendations for enhancement of current judicial security structure and business practices; and conduct terrorist threat and *Modus Operandi* (M.O.) training for investigators / analysts and other personnel to enhance judicial security capabilities.

Mission Assurance Support: The contractor shall provide support to HQMC in the evaluation, configuration, and training of mission assurance capabilities.

9.0 GOVERNMENT FURNISHED INFORMATION

The Government will provide information as necessary to complete tasking.

10.0 GOVERNMENT FURNISHED MATERIAL

Not Applicable.

11.0 GOVERNMENT FURNISHED EQUIPMENT

Not Applicable.

12.0 CONTRACTOR FURNISHED MATERIAL

Not applicable.

13.0 CONTRACTOR FURNISHED EQUIPMENT

Not applicable.

14.0 TRAVEL REQUIREMENTS

It is estimated that travel to offsite destinations, to include USMC installations, will be required during the life of the Task Order. When it becomes necessary for the contractor to travel, the contractor shall submit a request, via email, to the SPAWARSYSCEN Charleston Task Order Manager seeking approval

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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. All travel will be done in accordance with the JTR.

For estimating purposes, anticipate traveling to multiple USMC installations per year. Estimated annual travel requirements would be similar to the following:

Location	# Trips	# Travelers	Duration
Pentagon / Washington DC	9	3	6 days per trip
MCB Quantico, VA	3	3	4 days per trip
MCLB Albany, GA	4	3	6 days per trip
MCAS Cherry Point, NC	4	3	6 days per trip
MCB Camp Lejeune, NC	10	3	6 days per trip
MCRD Parris Island	2	3	6 days per trip
MCAS Beaufort	2	3	6 days per trip
MCLB Barstow	4	3	6 days per trip
MCAGCC 29 Palms, CA	7	3	6 days per trip
MCAS Yuma, AZ	4	3	6 days per trip
MCRD San Diego, CA	6	3	7 days per trip
MCAS Miramar, CA	6	3	7 days per trip
MCB Camp Pendleton	6	3	7 days per trip
MCB Hawaii	7	3	7 days per trip
MCAS Iwakuni, Japan	4	3	9 days per trip
MCB Japan	7	3	9 days per trip

15.0 DELIVERABLES

- a. Monthly Status Report
- b. Planning Documents
- c. Policy Documents
- d. Analysis / Assessment Reports
- e. Program Schedules and Agendas
- f. After-Action Report (AAR) / Improvement Action Plan (AIP)
- g. Risk Management Documents
- h. CVAMP / ATEP Test Plans
- i. CVAMP / ATEP Requirements Documents
- j. Mission Assurance / ATEP Initiative Reports

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- k. Mission Assurance / ATFP Requirements Documents
- l. Mission Assurance / ATFP Vulnerability Documents
- m. Training Manuals
- n. Mission Assurance Table Top Exercise
- o. AT Training Exercise
- p. NIMS and NRP Training Exercise
- q. Pandemic Influenza Table Top Exercise
- r. BRAC Data Reports
- s. Courthouse Security Table Top Exercise
- t. Courthouse Security Protocol Documents
- u. Judicial Security Table Top Exercise
- v. Judicial Security Procedures Documents
- w. Force Protection Table Top Exercise

16.0 WORKLOAD ESTIMATE

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

Number of man-hours: 48,000 per year

Other Direct Costs: \$665,000 per year

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

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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 in a normal week period.

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

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

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

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

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

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

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

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

36 C.F.R. § 1194.22 (Web-based and internet information and applications)

36 C.F.R. § 1194.23 (Telecommunications products)

36 C.F.R. § 1194.24 (Video and multimedia products)

36 C.F.R. § 1194.25 (Self contained, closed products)

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

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

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

(End of specification)

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

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

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

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

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

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

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

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

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

C-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

This is a performance based order, as defined in FAR Part 37.6. Contractor performance will be reviewed in

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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.
- 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.

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)

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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.

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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

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

1001	7/20/2007 - 7/19/2008
1101	7/15/2008 - 7/14/2009
3001	7/20/2007 - 7/19/2008
3101	7/15/2008 - 7/14/2009
4001	7/15/2009 - 7/14/2010
6001	7/15/2009 - 7/14/2010

F-303 PERIODS OF PERFORMANCE

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

Task Order Manager
Steven Jay Leya, 742SL
PO Box 190022
N. Charleston, SC 29419-9022
STEVE.LEYA@NAVY.MIL
843-218-4490

G-314 TYPE OF CONTRACT (DEC 1999)

This is a cost plus fixed fee LOE 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 S240A (DCMA Virginia)
DCAA Auditor	Code ____ (DCAA ____ Branch Office)
Service Approver	Code ____ (DCMA ____)
Pay by	Code HQ0337 (DFAS Columbus North 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.

ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

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Name: Robert Meddick
Code: 8.6.2
Address: PO Box 190022, N. Charleston, SC 29419
Phone: (843) 218-5115
Email: robert.meddick@navy.mil

Accounting Data

SLINID	PR Number	Amount
100101	N65236-7198C008	1125000.00
LLA :		
AA 1771106 27A0 000 00027 0 067443 2D CP0047 09007RCP0047		
Standard Number: M0009007RCP0047/AA		
JON: FMCYCX7D00		
TASKS: 8.1.1, 8.2.1, 8.2.2, 8.2.3, 8.3.2, 8.3.6		
100102	N65236-7198C010	220000.00
LLA :		
AB 1771106 27A0 000 00027 0 067443 2D CP0008 09007RCP0008		
Standard Number: M0009007RCP0008/AA		
JON: FMCYCX7B00		
TASK: 8.3.4		
100103	N65236-7198C011	57324.00
LLA :		
AC 217 2020 0000 0 B4 B4AC 1310751X21 2540 2EQEC4 MIPR7FIR710607 QEC42X 012164		
Standard Number: MIPR7FIR710607/AA		
JON: FMCYCX7E00		
TASK: 8.2.4		
300101	N65236-7198C009	150000.00
LLA :		
AA 1771106 27A0 000 00027 0 067443 2D CP0047 09007RCP0047		
Standard Number: M0009007RCP0047/AA		
JON: FMCYCX7D00		
ODC		
MOD 1		
100104	N65236-7240C007	1385168.00
LLA :		
AD 1771106 27A0 000 00027 0 067443 2D CP0108 09007RCP0108		
Standard Number: M0009007RCP0108/AA		
JON:FMCYCX7N00		
TASK 8.1.1, 8.2.1, 8.2.2, 8.2.3, 8.3.4		
300102	N65236-7240C007	85000.00
LLA :		
AD 1771106 27A0 000 00027 0 067443 2D CP0108 09007RCP0108		
Standard Number: M0009007RCP0108/AA		
JON: FMCYCX7N00		
ODCS FOR TASKS 8.1.1, 8.2.1, 8.2.2, 8.2.3, 8.3.4		
MOD 2		
100104	N65236-7240C007	(218373.80)
LLA :		
AD 1771106 27A0 000 00027 0 067443 2D CP0108 09007RCP0108		
Standard Number: M0009007RCP0108/AA		
JON:FMCYCX7N00		
TASK 8.1.1, 8.2.1, 8.2.2, 8.2.3, 8.3.4		
110101	N65236-8193C007	1804464.00
LLA :		
AE 1781106 27A0 000 00027 0 067443 2D CP0074 09008RCP0074		
Standard Number: M0009008RCP0074/AA		
JON: AMCYCX8T00		

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TASK 8.1-8.3 FUNDING OMMC

300102 N65236-7240C007 218373.80
 LLA :
 AD 1771106 27A0 000 00027 0 067443 2D CP0108 09007RCP0108
 Standard Number: M0009007RCP0108/AA
 JON: FMCYCX7N00
 ODCS FOR TASKS 8.1.1, 8.2.1, 8.2.2, 8.2.3, 8.3.4

310101 N65236-8193C007 553536.00
 LLA :
 AE 1781106 27A0 000 00027 0 067443 2D CP0074 09008RCP0074
 Standard Number: M0009008RCP0074/AA
 JON: AMCYCX8T00
 ODCs TASK 8.1-8.3

MOD 3

110102 N65236-8203c014 1238490.00
 LLA :
 AE 1781106 27A0 000 00027 0 067443 2D CP0074 09008RCP0074
 Standard Number: M0009008RCP0074/AA
 JON: DMCYCX8C00
 TASK 8.1-8.3

MOD 4

110103 N65236-8265C017 60000.00
 LLA :
 AF 1781106 27A0 250 67902 067443 2D M67902 90208RC00020
 Standard Number: M6790208RC00020/AA
 JON: DVRYCX8B00
 TASK 8.2

MOD 05

110104 N65236-9187C004 256949.00
 LLA :
 AG 1791106 27A0 000 00027 0 067443 2D CP0143 09009RCP0143
 Standard Number: M0009009RCP0143/AA
 JON: FVZXX9P00
 TASKS 8.1-8.3

MOD 06

110105 N65236-9194C033 323728.91
 LLA :
 AH 1791106 27A0 000 00027 0 067443 2D CP0148 09009RCP0148
 Standard Number: M0009009RCP0148/AA
 JON: FVRZXX9Q01
 TASK 8.1-8.3

MOD 07

400101 N65236-9197C014 1134156.34
 LLA :
 AH 1791106 27A0 000 00027 0 067443 2D CP0148 09009RCP0148
 Standard Number: M0009009RCP0148/AA
 JON: FVRZXX9Q00
 TASK 8.1-8.3

600101 N65236-9197C014 571392.00
 LLA :
 AH 1791106 27A0 000 00027 0 067443 2D CP0148 09009RCP0148
 Standard Number: M0009009RCP0148/AA
 JON: FVRZXX9Q00
 ODCS TASK 8.1-8.3

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the 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.

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SECTION I CONTRACT CLAUSES

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

CDRLs

DD254

Ref

PPQ

Cost Proposal

Supporting Data