

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 07	3. EFFECTIVE DATE 13-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. N62583-09-MR-58812		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPECIALTY CENTER ACQUISITIONS NAVFAC CODE	N62583	7. ADMINISTERED BY (If other than Item 6) DCMA LOS ANGELES CODE		S0512A
CODE RAQN0/NAVAL BASE VENTURA COUNTY 1205 MILL RD BLDG 850 PORT HUENEME CA 93043-4347 magdalena.evangelist@navy.mil 805.982.3015		P.O. Box 9608 Mission Hills CA 91346-9608		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sunset Design 3836 Ocean Drive Oxnard CA 93035	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5250-EJG1
	10B. DATED (SEE ITEM 13) 19-May-2008
CAGE CODE 1KJJ3	FACILITY CODE 055250281

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Jody Fischer, Authorized Company Representative		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Scott L Moore, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Jody Fischer (Signature of person authorized to sign)	15C. DATE SIGNED 08-Apr-2009	16B. UNITED STATES OF AMERICA BY /s/Scott L Moore (Signature of Contracting Officer)	16C. DATE SIGNED 09-Apr-2009

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG1	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

A. The purpose of this modification is to exercise Option Period 1 and increase travel (CLIN 5001) [REDACTED]
[REDACTED] The period of performance will be 13 April 2009 to 12 April 2010.

b. All other terms and conditions remain the same.

CONTRACTOR'S RELEASE Acceptance of this modification by the contractor constitute an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect, and for delays and disruptions arising out of, or incidental to, the work as herein revised. 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 [REDACTED]

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-07-D-5250	2. DELIVERY ORDER NO. EJG1	3. EFFECTIVE DATE 05/19/2008	4. PURCHASE REQUEST NO. N62583-08-NR-55256
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5. ISSUED BY SPECIALTY CENTER ACQUISITIONS NAVFAC CODE RAQN0/NAVAL BASE VENTURA COUNTY 1205 MILL RD BLDG 850 PORT HUENEME CA 93043-4347 magdalena.evangelist@navy.mil 805.982.3015	CODE N62583	6. ADMINISTERED BY DCMA LOS ANGELES P.O. Box 9608 Mission Hills CA 91346-9608	CODE S0512A
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7. CONTRACTOR Sunset Design 3836 Ocean Drive Oxnard CA 93035	CODE 1KJJ3	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time – Block 5 issuing office)
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, West Entitlement P.O. Box 182381 Columbus OH 43218-2381	CODE HQ0339
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Sunset Design

 NAME OF CONTRACTOR


Jody Fischer
 Owner

 TYPED NAME AND TITLE

DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Terry L Moore	05/19/2008 CONTRACTING/ORDERING OFFICER	22. TOTAL 
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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GENERAL INFORMATION

Work shall be performed in accordance with the performance based statement of work, Section C.

This is 100% small business set-aside.

IMPORTANT: All offerors submitting a proposal in response to this solicitation shall notify Maggie Evangelista via email at magdalena.evangelist@navy.mil at the same time of proposal submission stating that they have submitted a proposal through the SeaPort-e portal.

Please use SeaPort-e for all questions, but provide a courtesy copy of all questions via email to Maggie Evangelista and to Debbie Buckley at debra.buckley@navy.mil.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
2000	Base Year - Contractor shall provide best efforts in the performance of support services for the term set forth in the Statement of Work provided herewith. (O&MN,N)			
2001	Travel in support of CLIN 2000 NTE \$10,000. This will be included as part of the task order award, but not evaluated. (O&MN,N)			
2010	Base Year Option for additional labor hours in support of CLIN 2000 (TBD)			
5000	Option 1 - Contractor shall provide best efforts in the performance of support services for the term set forth in the Statement of Work provided herewith. (TBD) Option			
5001	Option 1 - Travel in support of CLIN 5000 NTE \$10,000. This will be included as part of the task order award, but not evaluated. (TBD) Option			
5002	Option 1 - Option for additional			

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	labor hours in support of CLIN 5000 (TBD) Option			
5010	Option 2 - Contractor shall provide best efforts in the performance of support services for the term set forth in the Statement of Work provided herewith. (TBD) Option	██████████	██████████	██████████
5011	Option 2 - Travel in support of CLIN 5010 NTE \$10,000. This will be included as part of the task order award, but not evaluated. (TBD) Option	██████████	██████████	██████████
5012	Option 2 - Option for additional labor hours in support of CLIN 5010 (TBD) Option	██████████	██████████	██████████
5020	Option 3 - Contractor shall provide best efforts in the performance of support services for the term set forth in the Statement of Work provided herewith. (TBD) Option	██████████	██████████	██████████
5021	Option 3 - Travel in support of CLIN 5020 NTE \$10,000. This will be included as part of the task order award, but not evaluated. (TBD) Option	██████████	██████████	██████████
5022	Option 3 - Option for additional labor hours in support of CLIN 5020. (TBD)	██████████	██████████	██████████

Option

- | | | | | |
|------|--|------------|------------|------------|
| 5030 | Option 4 - Contractor shall provide best efforts in the performance of support services for the term set forth in the Statement of Work provided herewith. (TBD)
Option | ██████████ | ██████████ | ██████████ |
| 5031 | Option 4 - Travel in support of CLIN 5030 NTE \$10,000. This will be included as part of the task order award, but not evaluated. (TBD)
Option | ██████████ | ██████████ | ██████████ |
| 5032 | Option 4 - Option for additional labor hours in support of CLIN 5030. (TBD)
Option | ██████████ | ██████████ | ██████████ |

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

Standardize and Map Contracting Processes

1. Background

The Naval Facilities Institute (NFI), on behalf of the Naval Facilities Engineering Command (NAVFAC), is responsible for standardizing and mapping all contracting processes in the NAVFAC Business Management System (BMS). More than eighty percent of NAVFAC's workload is executed via contract. A significant workload has been added to NAVFAC's Acquisition Directorate to ensure that their new processes on the BMS are consistent and aligned with the business line processes to better serve the NAVFAC supported commands. The contractor is to provide the necessary level of expertise for the overall operational objectives of the NAVFAC acquisition BMS process and field presentations.

2. Performance Objective

In conjunction with performance under a performance based environment, the performance standards and assessment plan described below are applicable to the total scope of services being performed under this contract.

2.1 The Contractor shall provide knowledgeable subject matter experts who will draft new and refresh current acquisition BMS processes. In addition, the subject matter experts may be tasked with field presentations in a classroom or other setting. The Contractor staff will be led by a lean management team who will ensure the government task manager(s) and Task Order Manager (TOM) are provided timely notification when personnel or other contract delivery changes arise which affect contract performance.

2.2 The Contractor shall ramp up immediately upon award or exercise of a contract option and have its core support team in place and fully functioning within two weeks. The contractor's team shall align itself to support the program with an efficient mix of personnel utilizing an effective combination of experience and technical expertise. The contractor shall provide an adaptable,

flexible team structure that is best suited to draft and refresh acquisition BMS processes. Emphasis shall be placed on a team structure that maximizes productivity, efficiency, and accountability within the man-hours provided by the Government. The Contractor must execute the scope of work that provides for high quality, timely and well-drafted acquisition BMS processes or field presentations.

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2.3 The Contractor shall have a team of subject matter experts that have the necessary connectivity to communicate with NAVFAC commands as well as headquarters and NFI electronically as well as via telephone. Contractor electronic systems must be compatible with the Navy/Marine Corps Internet (NMCI).

2.4 Security Requirements

All work under this task order shall be UNCLASSIFIED.

3.0 Management Support

3.1.1 The contractor shall provide management and technical expertise to the NFI and NAVFAC Acquisition Directorate to ensure all deliverables are of the

highest professional quality and are delivered in accordance with agreed upon dates/milestones.

3.1.2 Utilize technical expertise to apply acquisition BMS process improvement and reengineering methodologies and principles to conduct process modernization projects.

3.1.3 Track actions, milestones, schedules, and generate reports reflecting these actions. Monitor performance and progress against plans, baselines, and requirements.

3.1.4 Provide a single, senior level contract program manager for overall coordination of contractor efforts.

3.1.5 Facilitate project teams in the accomplishment of project activities and objectives. Provide group facilitation, training, and provide additional forms of knowledge transfer.

3.1.6 Key coordinator between multiple project teams to ensure enterprise-wide integration of reengineering efforts. Will complete documentation of no less than five acquisition BMS processes.

3.1.7 Maintain currency in the area of contracting expertise and will be expected to function as an expert in the specialty field.

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4.0 Performance Standards

The following performance standards serves as a basis for determining whether performance outcomes have been satisfactorily achieved and the delivery of service is considered acceptable performance.

4.1 The delivery requirements shall be consistent with needs of the mission as identified by the task order manager.

4.2 Completed BMS processes and status reports shall be factually accurate and complete, reflect high-quality and adhere to due dates and deadlines.

4.3 Deliverables including processes, presentations and other knowledge management functions shall be measured through customer feedback.

5.0 Acceptable Quality Level

5.1 Quality - Free of spelling errors, grammatically correct, correct format, and fully coordinated with any stakeholders. All deliverables must be fully compatible with Navy Marine Corps Intranet (NMCI) format for Microsoft Word, Excel, PowerPoint, and other application programs as required.

6.0 Monitoring Method

6.1 Government review and assessment of deliverables and products. Contractor monthly report of work accomplished, including monthly reports of active and completed tasks, and indication whether customer was satisfied or not satisfied based upon customer feedback.

7.0 Contract Data Requirements Lists (CDRLs)

7.1 A001 Quarterly Progress Report – to include the names of all personnel charging to the contract during the reporting period. Show dollars expended during the reporting period and name of the processes and/or training completed.

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7.2 A002 BMS processes, training documents and briefing documents, white papers and other research data.

8.0 Place of Performance

The work will take place at the contractor's facility or through tele-work programs and other locations as required by the TOM.

9.0 Period of Performance

The period of performance is 12 months from date of award, with four 12 month option periods.

10.0 Travel

The travel is required on this task order as requested by the TOM.

11.0 Labor Categories

The key labor categories identified for this requirement are listed below.

Business Process Re-Engineering Specialist

12.0 Key Personnel – Number of Resumes

A minimum of three (3) resumes are required but may submit up to five (5) resumes.

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13.0 Minimum Personnel Qualifications

In order to perform the above services, the contractor shall provide key personnel whose experience and qualifications meet or exceed the minimum requirements listed below. Key personnel must be available to support this contract on an as needed basis, when required, to perform work specified in tasking issued under this task order. The contractor can provide key personnel that meet minimum requirements of more than one labor category as long as the core labor category hours are met and production, performance and quality levels are maintained.

13.3 Business Process Re-Engineering Specialist (KEY PERSONNEL)

Key Personnel must have a minimum of 15 years experience within the DOD contract/acquisition business discipline with a high-level of technical expertise in dealing with complex programs. Recent operational contracting experience within NAVFAC or Navy offices is highly desired.

Viewed as a subject matter expert/technical expert in and across all acquisition functional areas; e.g. Acquisition Planning, Contract Formation, Source Selection, Cost and Price Analysis, Contract Management, etc.

Individuals must be knowledgeable of procurement regulations and contracting principles including the latest procedures and techniques, Federal and Navy contract laws, regulations, principles, methods, procedures, contract types, special provisions, and incentives to determine the best methods of procurement.

Knowledge of the intent of the NAVFAC Business Management System (BMS) and how it is to be used as a tool for employees to obtain easy access to applicable informational resources used in work performances such as templates, forms, policies, guidance, and online sites. Individual must understand the functionality of BMS (e.g. navigation, viewing documents, printing and performing searches) and experience with different computer applications e.g., Microsoft Office. Also, must become familiar and knowledgeable with Oracle Portal, the web-enabled software application that supports BMS.

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SECTION D PACKAGING AND MARKING

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

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

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SECTION E INSPECTION AND ACCEPTANCE

Upon completion of all work and final submission of all data items, the contractor's Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance memorandum, and submit it to the TOM for signature. The contractor shall include the fully signed memorandum with its final invoice.

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ Basic Contract for Firm Fixed Price Task Orders.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

All provisions and clauses in Section F of the basic contract apply to this task order, unless otherwise specified in this task order.

F.1 - CLIN – Performance Periods

Services to be furnished hereunder shall be performed and completed as follows:

Base Year: Task order start date through one year thereafter

Option Year 1: Effective date of exercise of option through one year thereafter

Option Year 2: Effective date of exercise of option through one year thereafter

Option Year 3: Effective date of exercise of option through one year thereafter

Option Year 4: Effective date of exercise of option through one year thereafter

F.2 – Place of Performance

Work will be performed at the Contractor's facility or through tele-work programs and other locations as required by the TOM.

F.3 - Travel

Travel is required on this task order as requested by the TOM.

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SECTION G CONTRACT ADMINISTRATION DATA

All provisions and clauses in Section G of the basic contract apply to this task order unless otherwise specified in the task order.

Correct Block 6, Administered by, to read "See Block 5" Task Order Administration will be retained by the Issuing Office.

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (MAR 2006)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type: Access the following web site for information on invoice types: http://www.wawftraining.com/courses/_content_package/content_files/menuTree.html Click on Vendor, then Determine Type of Document to Create.

Issuing Office DODAAC: N62583
Admin Office DODAAC: N62583

Inspector DODAAC (if applicable): N62583
Ship To DODAAC: N62583 or as specified in work request

Acceptor DODAAC (if applicable): N62583
Local Processing Office : None
DCAA Office DODAAC (Cost Voucher Approver – if applicable):

Paying Office DODAAC: See task order face page.

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

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(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Please send courtesy copies of invoices to: NAVFAC_SW_SCCC_INVOICE@navy.mil and to the Contract Specialist.

TOM: Marcia Barnard, marcia.barnard@navy.mil, (805) 982-5094

(f) Bi-weekly submittal of invoices is authorized, not later than the 1st and 15th of each month.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

Contractors: Fill-in the information required below and submit it as an attachment to your proposal. The contractor's senior technical representative, point of contact for performance under this task order is:

████████████████████
████████████████
██
██
██
██
██

G17S TOM APPOINTMENT (AUG 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Name: Marcia Barnard

Code: NFI, NF30

Mailing Address:

Telephone: (805) 982-5094

FAX: (805) 982-1414

(b) The TOM is responsible for specific functions to be assigned in the Task Order Administration Plan.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office (Contracting Officer) in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer or basic contract PCO has issued a formal modification.

CONTRACTING OFFICER:

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Janet Harouch (805) 982-5079; janet.harouch@navy.mil
Specialty Center Acquisitions, NAVFAC (SCAN) Code RAQN0, Naval Base Ventura County, 1205 Mill Road, Bldg. 850, Port Hueneme, CA 93043-4347.

Terry L. Moore (805) 982-2479; terry.l.moore@navy.mil
Specialty Center Acquisitions, NAVFAC (SCAN) Code RAQN0, Naval Base Ventura County, 1205 Mill Road, Bldg. 850, Port Hueneme, CA 93043-4347.

CONTRACT SPECIALIST:

Maggie Evangelista, (805) 982-5077, magdalena.evangelist@navy.mil
Specialty Center Acquisitions, NAVFAC (SCAN) Code RAQN0, Naval Base Ventura County, 1205 Mill Road, Bldg. 850, Port Hueneme, CA 93043-4347.

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Firm Fixed Price Level of Effort task order

[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

All provisions and clauses in Section H of the basic contract apply to this task order unless otherwise specified in the task order.

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that 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.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that 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.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (OCT 2005)

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services.

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The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that during the term of the contract, no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of

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\$100,000.

H-349 REIMBURSEMENT OF MATERIAL COSTS

Any direct material purchase under this contract for a single item or combination of items exceeding \$2,500 must be specifically requested via e-mail to the TOM prior to incurring any material costs. Written Government authorization will be by e-mail from the TOM or by a modification to the task order if the cumulative amount for that performance period exceeds the amount specified in the task order schedule. The request shall include as a minimum, the following:

- (1) Contract number, Task Order
- (2) Date material (s) required, estimated lead-time
- (3) Purpose of material purchase and how it relates to the contract
- (4) Bill of materials including item description, quantity and estimated cost of material
- (5) Suggested source of supply and whether competitive price quotes where obtained.

H-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

Travel is required on this task order as requested by the TOM.

Travel in support of each CLIN stipulated herein shall not exceed the not-to-exceed (NTE) amount of \$10,000.00 for each period. This will be included as part of the task order award but not evaluated.

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested via e-mail to the TOM prior to incurring any travel costs. Written Government authorization will be by e-mail from the TOM or by a modification to the task order if the cumulative amount for that performance period exceeds the amount specified in the task order schedule. The request shall include as a minimum, the following:

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

(b) General

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

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

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

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

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

(c) Per Diem

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

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

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

(d) Transportation

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

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

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

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

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distance that exceeds the employee's commuting distance.

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

(6) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT (FEB 2007)

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor, the contractor's employees, or those subcontractors (as listed below) which were proposed and approved in the initial offer, without the prior written approval of the Task Order Ordering Officer.

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. 6 ACCESS TO GOVERNMENT SITES

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any government site. The contractor shall ensure that contractor personnel employed on any government site become familiar with and obey activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry.

(b) All contractor equipment shall be conspicuously marked for identification. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

H.7 CONTRACTUAL AUTHORITY AND COMMUNICATIONS

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(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the contractor's facilities or in any other manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this contract.

(b) The contractor shall not comply with any order, direction or request of government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

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SECTION I CONTRACT CLAUSES

All applicable provisions and clauses in Section I of the basic contract apply to this task order, unless otherwise specified in this task order.

CLAUSES INCORPORATED BY REFERENCE

52.216-7 ALLOWABLE COST & PAYMENT (DEC 2002)

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

52.225-8 DUTY FREE ENTRY (FEB 2000)

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2006)

52.228-3 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)(APR 1984)

52.228-4 WORKER'S COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

52.229-8 TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 2003)

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

252.225-7028 EXCLUSIONARY POLICIES AND PRACTICES OF FOREIGN GOVERNMENTS (APR 2003)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2006)

252.225-7041 CORRESPONDENCE IN ENGLISH (JUN 1997)

252.225-7042 AUTHORIZATION TO PERFORM (APR 2003)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (Oct 2002)

CLAUSES INCORPORATED IN FULL TEXT

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

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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