

2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE 08-Jul-2010	4. REQUISITION/PURCHASE REQ. NO. N4740810RC12000-6	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
megan.ault@navy.mil 805-982-2740

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)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5250-EJG2
		10B. DATED (SEE ITEM 13) 24-Sep-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)
SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
[X]	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). 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 [X] 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) David A Crouch, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/David A Crouch (Signature of Contracting Officer)	16C. DATE SIGNED 09-Jul-2010
(Signature of person authorized to sign)			

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to add incremental funding in the amount of \$x.xx for CLIN 4000.

All other terms and conditions remains the same.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased by \$ xx.xx from \$xx.xx to \$xx.xx.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400001	O&MN,N	xx.xx	xx.xx	xx.xx

The total value of the order is hereby increased by \$0.00 from \$ xx.xx to \$xx.xx.

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 1 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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

1000	Base Year - Website development, design and maintenance. (TBD)		1.0 Lot	\$xx.xx	\$xx.xx	\$xx.xx
100001	(TBD)					
100002	(TBD)					
100003	(TBD)					
4000	Option Year - Website development, design and maintenance. (O&MN,N)		1.0 Lot	\$xx.xx	\$xx.xx	\$xx.xx
400001	(O&MN,N)					

Contract Type Summary for Payment Office

The Task Order is a Cost Plus Fixed Fee (CPFF) type and is incrementally funded. Award is being made subject to FAR Clause titled Availability of Funds (APR 1984) found in Section I of the contract. The Government shall not incur any liability, and the contractor shall not start work or incur costs on this task order until such time as it is modified to add next fiscal year funding. The funds are subject to the enactment of the FY09 DoD Appropriations Act or the FY09 continuing Resolution Authority and are subject to whichever Act becomes applicable.

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 2 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE BASED STATEMENT OF WORK

GENERAL INFORMATION

1. Background/Scope

The Naval Facilities Institute (NFI), on behalf of the Naval Facilities Engineering Command (NAVFAC) is responsible for website development, design, and maintenance in support of various command programs.

2. Performance Objective

In conjunction with performance under a performance based environment, the 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 the necessary support to cover the work required in this Performance Work Statement (PWS). The Contractor staff will be led by a lean management team who will ensure the government Task Manager (TM) 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 perform the work under this task order. 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 executed products and services.

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). Emphasis shall be placed on a team structure that maximizes the productivity, efficiency, and accountability within the man-hours provided by the government. The contractor must execute the scope of work that provides

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 3 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

for high quality and timely website development, maintenance, and graphic design support.

2.4 Security Requirements

All work under this task order shall be UNCLASSIFIED. All personnel involved in the task must have on file with the government a current background check, at a minimum a Public Trustworthiness check (SF85). Contractor personnel touching government IT must also maintain a current DD 2875 System Access Authorization Request. Contractor personnel must complete annual Information Assurance Awareness training in order to gain access to government IT. If the task brings the contractor in contact with any Privacy Act Data or Personally Identifiable Information (PII), the contractor personnel must comply with all applicable DoD security regulations.

IAW DTM-08-027, Sensitive but Unclassified data will only be transmitted to the NMCI/NGEN enclave via an approved encrypted method such as a VPN, Citrix or Secure FTP. If processed or stored on mobile devices at the contractor office, this data will only be stored on mobile devices utilizing encryption compliant with Naval Message DTG 091256Z OCT 07: DON Encryption of Sensitive Unclassified Data at Rest Guidance.

2.4.1 The contractor must comply with all applicable regulations and guidance applicable to the sensitivity of that data. Hardware firewalls, software firewalls, and Public Key Infrastructure will be used in all data transmission between the government and the non-government systems supporting the mission as mandated in COMNAVNETWARCOM Ltr ser N64/579 of 15 October 2003*. Controlled unclassified information (CUI) will be handled per its sensitivity and intended distribution under the specifications of DTM 07-015-usd (P&R). Information determined to be CUI without any special handling or dissemination restrictions will be processed at Safeguard Level S2 and Information determined to be CUI having specific handling and dissemination restrictions, such as personally identifiable information (PII) will be processed at Safeguard Level S3 and safeguards will be validated at Valuation Level V3 as outlined in 07-015-usd (P&R). Classifications and sensitivity of the CUI in question will be determined by government SMEs to include the responsible Information Assurance Manager, Privacy Coordinator, and/or Public Affairs Officer in support of the task.”

The reference indicated by * specifies a hardware firewall, software firewall, and current antivirus must be maintained in use when accessing DOD-owned systems from non-DOD information systems, for example when someone connects to Outlook Web Access from their home computer.

3.0 Task 1- Program Management Support

3.1. Management Support

3.1.1 The contractor shall provide management and technical expertise to the NFI and

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 4 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

NAVFAC 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 provide website maintenance and graphics design support.

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.

3.2 The purpose of this task order is to provide the necessary employee(s) level of expertise for the overall operational objectives of website development, maintenance, and graphic design support.

Database programming, design, and administration are inherent requirements of this task

The contractor will provide technical services in support of NAVFAC Website(s), Facilities Team Survey (FacTS) program and the NAVFAC business management system (BMS) program.

The websites to be supported are as follows:

smallbusiness.navfac.navy.mil

nfactops.navfac.navy.mil

www.nfact.navfac.navy.mil

totalforcetraining.navfac.navy.mil

factswf.navfac.navy.mil

factssystem.navfac.navy.mil

http://factssystem.navfac.navy.mil/client_participant/

http://factssystem.navfac.navy.mil/workforce_participant/

factsclient.navfac.navy.mil

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 5 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

https://www.nfi.navfac.navy.mil/acq_online/

[pmap.navfac.navy.mil](https://www.nfi.navfac.navy.mil/pmap.navfac.navy.mil)

<https://www.nfi.navfac.navy.mil/pdc/>

www.nfi.navfac.navy.mil

Portal Websites

CM Public Website

CM Private Website

Total Force Directorate

ACQ Online

NFI

3.3 The Contractor shall update and maintain information of the Naval Facilities Institute (NFI), Procurement Management and Assistance Program (PMAP), Naval Facilities Acquisition Center for Training (NFACT), & Community Management (CM) websites to include content changes, enhancements to existing features, development of new features, and Webmaster duties as required. Website maintenance will require the ability to perform ASP/JSP/HTML programming and Oracle database programming. Maintenance will include enhancement, changes, and development of graphic design (the look and feel) of the websites. Duties may include but are not limited to the following:

- Redesign websites as required
- Maintain multiple databases
- Maintain database availability
- Work with clients to test and ensure functionality
- Resolve issues and respond to client inquiries as required
- Program and post messages as required
- Program reports
- Input student rosters to database

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 6 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- Develop and maintain passwords for database access
- Develop historical and statistical data tracking tools
- Perform email address conversions
- Generate mass emails
- Review database for duplicate records and submit to the client for review
- Delete files as requested by the client
- Archive historical data
- Assist with website accreditations as required
- Provide ongoing student support for website registration and courses as required
- Design student certificates

3.4 FacTS Website. The Contractor shall design, develop, maintain, and administer the FacTS website. The following tasks may be required concurrently or sequentially, depending on client requirements.

3.4.1 FacTS Website Design. The contractor will design and develop new website features, including all associated graphic design, or enhance existing website designs as required by Client.

3.4.2 FacTS Website Maintenance. The contractor shall update information on the FacTS website, making content changes and updates requested by the Client during the period of performance. Website maintenance will require the ability to perform both ASP programming and SQL/Oracle/Visual Basis programming. Completion dates will be agreed upon by Client and Contractor and will be determined by the complexity of the requirement.

3.4.2.1 Update and maintain FacTS survey website databases. Maintain and update existing workforce and client survey databases, which are used to deploy the periodic FacTS survey. Survey coordinators, located worldwide, require open and continual access to the FacTS website to populate/update the database. The contractor will be required to maintain 24-hour website availability; maintenance must be performed during pre-scheduled times. Tasks include, but are not limited to, the following:

- Obtain, develop, and program required changes

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 7 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- Develop passwords for database access
- Work with client to test and ensure functionality
- Maintain database availability for coordinator updates
- Resolve issues and respond to client inquiries
- Close database during survey deployment
- Program and post message notifying users of database closure
- Review database for duplicate records; submit duplicates to client for review
- Delete files as specified by client
- Create user table in Excel
- Review user table for duplicate records
- Create separate Excel spreadsheets for each organization, as specified by client

3.4.3 Develop, update, and maintain FacTS survey instruments. Maintain and update the existing survey instruments, working with client to identify, develop, and program survey instrument changes in preparation for periodic survey deployment. Tasks include, but are not limited to, the following:

- Develop and program changes according to client specifications
- Test and review functionality of updated survey instruments
- Program local questions for individual organizations as required
- Generate passwords for actual survey deployment
- Ensure client tests and approves functionality program status reports for each organization, per client specifications
- Program report generation schedule, per client specification
- Develop and program undeliverable email reports, per client specifications
- Develop report delivery schedule and transmit reports as required
- Develop and program an auto email process for use by survey coordinators to resend emails, reprint paper passwords, and add new participants.

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 8 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- Prepare instructions on using auto email process for dissemination to survey coordinators
- Create paper password scheme for specific survey participants
- Provide list of paper password recipients for client approval
- Create and deliver paper passwords to appropriate coordinators, as specified by client

3.4.3.1 Deploy and administer FacTS survey instruments. The workforce and client surveys are deployed separately, in 9-12 month intervals. The workforce survey deployment schedule is approximately 4-6 months, the client survey deployment schedule is approximately 2-4 months, and includes the survey deployment, via email, to approximately 20,000 participants at 19 worldwide organizations. Survey administration tasks include, but are not limited to, the following:

- Develop survey pre-notification, deployment, and reminder emails
- Obtain and program phased deployment schedule
- Send pre-notification emails
- Monitor survey help mailbox. Enter undeliverable emails into auto email program; respond to participant inquiries as appropriate, forwarding questionable issues to client and new password requests to appropriate coordinator. Generate cumulative undeliverable email report for client.
- Open live survey instrument websites; maintain 24-hour access throughout survey deployment
- Send deployment emails (including participant password)
- Collect and secure on-line survey submissions, ensuring complete anonymity
- Monitor survey help mailbox. Enter undeliverable emails into auto email program; respond to participant inquiries as appropriate, forwarding questionable issues to client and new password requests to appropriate coordinator.
- Send reminder emails to participants who have not submitted a survey.
- Maintain a dynamic survey status report
- Close survey website on specified date
- Obtain flat file mapping from client

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 9 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- Program/update flat file values in survey database
- Program and test flat files, ensuring data is correctly recorded and narratives are not truncated
- Data entry of paper surveys

3.4.3.2 Develop, maintain, and update FacTS survey website reports. Program, update, and maintain multiple interactive Command segment reports. Upload FacTS survey reports (approximately 1300) annually or as needed. Routine changes are to be completed within 2 days. Layout redesigns completion dates will be mutually agreed upon by the client and contractor. Tasks include, but are not limited to, the following:

- Develop survey tables using naming convention provided by client.
- Program Command level reports to link to appropriate survey results reports
- Create passwords to access results, in accordance with client specifications.
- Review reports provided by analysis contractor for correct graphics and layout.
- Upload reports to appropriate Command level reports
- Open survey results website for access
- Respond to and resolve access issues/concerns

3.5 The contractor provides services in support of NAVFAC Business Management System processes. Provides support for BMS process templates and convert processes from draft to final state, to include hyperlinks, for conversion to HTML format and upload to the NAVFAC BMS. Quality control will be performed on each process prior to finalization.

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 manager.

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 10 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

4.3 Deliverables including website maintenance, processes, presentations and other IT support functions shall be measured through customer feedback.

5.0 Acceptable Quality Level

5.1 Quality - 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 Monthly 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 tasks completed.

8.0 Place of Performance - The work shall be performed in the contractor's offices. No government facility spaces shall be provided. The applications and websites are located at NAVFAC's Information Technology Center in Port Hueneme, CA. The contractor must comply with all applicable NITC guidelines for physical and remote access to the hosting environment. The contractor must also adhere to NITC's schedules and processes for development, testing, and promotion to production.

9.0 Period of Performance

The period of performance is 12 months with [one](#) 12 month option.

10.0 Travel

No travel is anticipated under this task order.

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 11 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

13.0 Labor Categories

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

Categories:

Program Manager/Programming

Graphic Design

Project Manager

Quality Control

13.1 Key Personnel

The key personnel identified for this task order are:

Program Manager/Programming

Graphic Design

Project Manager

Senior Acquisition Subject Matter Expert

Quality Control

Quality Control

Quality Control

Quality Control

Quality Control

Programmer

Jody Fischer

Tim Pavell

Shauna Walters

Pat Vincent

Diane Fischer

Corene Childress

Rebecca Fischer

Sharon Rose

Mary McIlrath

Beverly Baker

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 12 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 13 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 Cost Plus Fixed Fee Task Orders.

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 14 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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: October 1, 2008 - September 30, 2009

Option Year 1: October 1, 2009 - September 30, 2010

F.2 - Place of Performance

Work will be performed at the Contractor's facility or through telework programs and other locations as required by the statement of work.

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 15 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

OVERTIME PREMIUMS

The use of overtime premiums was not proposed and is not authorized in performance of the work.

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2008)

(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 have their cage code activated by calling 866618-5988. Once activated, 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:	Select Cost Voucher Questions? Call 1-800-559-WAWF (9293).
Issuing Office DODAAC	N62583
Admin Office DODAAC:	N62583
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	N47408
Ship To DODAAC (for Combo), Service Approver DODAAC (Cost Voucher)	N62583
DCAA Office DODAAC (Used on Cost Voucher's only):	Defense Contract Audit Agency Camarillo Suboffice 770 Paseo Camarillo, Suite 310 Camarillo, CA 93010-6065 (805) 384-4200

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 16 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Paying Office DODAAC:	Paying Office DODAAC Located on Contract
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(c) 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.

(d) 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:

Name	Email	Phone	Role
Megan Ault	megan.ault@navy.mil	805-982-2740	Acceptor
Becky Pinedo	becky.pinedo@navy.mil	805-982-2777	Inspector
Cecilia Marquez	cecilia.marquez@navy.mil	805-982-2172	LPO

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:

Name: Jody Fischer

Title: Program Manager

Mailing Address: 3836 Ocean Drive, Oxnard, CA 93035

E-mail Address: jody@sunsetdesign.com

Telephone: (805) 984-7231

FAX: (805) 382-4713

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: Becky Pinedo

Code: NF00B

Mailing Address: Naval Facilities Institute, 3502 Goodspeed Street, Suite 2, Port Hueneme, CA 930434337

Telephone: (805) 982-2777

DSN number: 551-2777

(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 17 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 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:

Cecilia Marquez, (805) 982-2172, cecilia.marquez@navy.mil

Specialty Center Acquisitions, NAVFAC (SCAN), Code RAQN0, Naval Base Ventura County, 1205 Mill Rd, Bldg 850, Port Hueneme, CA. 93043-4347

CONTRACT SPECIALIST:

Elizabeth Hecker, (805) 982-5080, elizabeth.hecker@navy.mil

Specialty Center Acquisitions, NAVFAC (SCAN), Code RAQN0, Naval Base Ventura County, 1205 Mill Rd, Bldg 850, Port Hueneme, CA. 93043-4347

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost Plus Fixed Fee completion type task order, which is incrementally funded. As of the date of award \$xx.xx funds have been obligated on this task order. Performance is subject to the Availability of Funds clause in Section I of this task order. The Government shall not incur any cost or liability beyond the amount of incremental funding available until such time as additional funding is provided via task order modification; which at that time, performance is subject to the FAR Clause 52.232-22 titled Limitation of Funds (APR 1984).

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than biweekly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the related provisional payment on account of allowable cost is to the total estimated cost of the contract or order. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 18 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SLINID PR Number Amount

MOD 01

1000 [REDACTED]
LLA :
AA 1791804 KC6C 252 47408 068688 2D C12000
Standard Number: N4740809RC12000

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

1000 [REDACTED]
LLA :
AA 1791804 KC6C 252 47408 068688 2D C12000
Standard Number: N4740809RC12000

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

1000 [REDACTED]
LLA :
AA 17 09091804 KC6C 252 47408 068688 2D C12000 474089D110SQ
Standard Number: N4740809RC12000

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

1000 [REDACTED]
LLA :
AA 17 09091804 KC6C 252 47408 068688 2D C12000 474089D110SQ
Standard Number: N4740809RC12000

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

100001 [REDACTED]
LLA :
AB 17 09091804 KC6C 252 47408 068688 2D C12000 474089C5001Q
Standard Number: N4740809RC12000

100002 [REDACTED]
LLA :
AA 17 09091804 KC6C 252 47408 068688 2D C12000 474089D110SQ
Standard Number: N4740809RC12000

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

400001 [REDACTED]
LLA :
AA 1701804 KC6C 252 47408 068688 2D C12000 474080D110SQ
Standard Number: N4740810RC12000

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-07-D-5250	EJG2	14	19 of 27	

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

400001 [REDACTED]
LLA :
AC 1701804 KC6C 252 47408 068688 2D C12000 474080DGS24Q
Standard Number: N4740810RC12000

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 12

400001 [REDACTED]
LLA :
AC 1701804 KC6C 252 47408 068688 2D C12000 474080DGS24Q
Standard Number: N4740810RC12000

MOD 12 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 13

400001 [REDACTED]
LLA :
AC 1701804 KC6C 252 47408 068688 2D C12000 474080DGS24Q
Standard Number: N4740810RC12000

MOD 13 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 14

400001 [REDACTED]
LLA :
AC 1701804 KC6C 252 47408 068688 2D C12000 474080DGS24Q
Standard Number: N4740810RC12000

MOD 14 Funding [REDACTED]
Cumulative Funding [REDACTED]

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 20 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 H19.

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. 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

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 21 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

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 \$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

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 22 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(4) Bill of materials including item description, quantity and estimated cost of material

(5) Suggested source of supply and whether competitive price quotes were obtained.

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

(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

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 23 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

made in the task order price to cover any increase in charges incurred as a result thereof.

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 24 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)*

* FILL-INS: (1) "the end of each period of performance; (2) "the end of each period of performance"

52.232-22 LIMITATION OF FUNDS (APR 1984)

252.227-7013 RIGHTS IN TECHNICAL DATA -- NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7014 RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (JUN 1995)

252.227-7019 VALIDATION OF ASSERTED RESTRICTIONS COMPUTER SOFTWARE (JUN 1995)

252.227-7026 DEFERRED DELIVERY OF TECHNICAL DATA OR COMPUTER SOFTWARE (APR 1988)

252.227-7034 PATENTS - SUBCONTRACTS (APR 1984)

252.227-7039 PATENTS - REPORTING OF SUBJECT INVENTIONS (APR 1990)

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

52.216-7 ALLOWABLE COST & PAYMENT (DEC 2002)

52.216-8 FIXED FEE (MAR 1997)

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

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

52.251-1 GOVERNMENT SUPPLY SOURCES (APR 1984)

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

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 25 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 two years.

252.227-7025 LIMITATIONS ON THE USE OR DISCLOSURE OF GOVERNMENT-FURNISHED INFORMATION MARKED WITH RESTRICTIVE LEGENDS (JUN 1995)

(a)(1) For contracts requiring the delivery of technical data, the terms "limited rights" and "Government purpose rights" are defined in the Rights in Technical Data-Noncommercial items clause of this contract.

(2) For contracts that do not require the delivery of technical data, the terms "government purpose rights" and "restricted rights" are defined in the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract.

(3) For Small Business Innovative Research program contracts, the terms "limited rights" and "restricted rights" are defined in the Rights in Noncommercial Technical Data and Computer Software-Small Business Innovative Research (SBIR) Program clause of this contract.

(b) Technical data or computer software provided to the Contractor as Government furnished information (GFI) under this contract may be subject to restrictions on use, modification, reproduction, release, performance, display, or further disclosure.

(1) GFI marked with limited or restricted rights legends. The Contractor shall use, modify, reproduce, perform, or display technical data received from the Government with limited rights legends or computer software received with restricted rights legends only in the performance of this contract. The Contractor shall not, without the express written permission of the party whose name appears in the legend, release or disclose such data or software to any person.

(2) GFI marked with government purpose rights legends. The Contractor shall use technical data or computer software received from the Government with government purpose rights legends for government purposes only. The Contractor shall not, without the express written permission of the party whose name appears in the restrictive legend, use, modify, reproduce, release, perform, or display such data or software for any commercial purpose or disclose such data or software to a person other than its subcontractors, suppliers, or prospective subcontractors or suppliers, who require the data or software to submit offers for, or perform, contracts under this contract. Prior to disclosing the data or software, the Contractor shall require the persons to whom disclosure will be made to complete and sign the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS).

(3) GFI marked with specially negotiated license rights legends. The Contractor shall use, modify, reproduce, release, perform, or display technical data or computer software received from the Government with specially negotiated license legends only as permitted in the license. Such data or software may not be released or disclosed to other persons unless permitted by the license and, prior to release or disclosure, the intended recipient has completed the non-disclosure agreement at DFARS 227.7103-7. The Contractor shall modify paragraph (1)(c) of the non-disclosure agreement to reflect the recipient's obligations regarding use, modification, reproduction, release, performance, display, and disclosure of the data or software.

(c) Indemnification and creation of third party beneficiary rights. The Contractor agrees-

(1) To indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, performance, display, or disclosure of technical data or computer software

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 26 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

received from the Government with restrictive legends by the Contractor or any person to whom the Contractor has released or disclosed such data or software; and

(2) That the party whose name appears on the restrictive legend, in addition to any other rights it may have, is a third party beneficiary who has the right of direct action against the Contractor, or any person to whom the Contractor has released or disclosed such data or software, for the unauthorized duplication, release, or disclosure of technical data or computer software subject to restrictive legends.

CONTRACT NO. N00178-07-D-5250	DELIVERY ORDER NO. EJG2	AMENDMENT/MODIFICATION NO. 14	PAGE 27 of 27	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

NONE