

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 22-Oct-2012	4. REQUISITION/PURCHASE REQ. NO. 20130115	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A

NAVSUP FLC Norfolk, Detachment Philadelphia
700 Robbins Avenue, Bldg. 2B
Philadelphia PA 19111-5083
helen.tyson@navy.mil 215-697-9613

DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Cowan & Associates, Inc. 2316 S. Eads St Arlington VA 22202		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5018-EX03
		10B. DATED (SEE ITEM 13) 01-Sep-2012
CAGE CODE 1RRA6	FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). 52.243-2 Changes - Cost-Reimbursement
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Kathleen Lockhart, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Kathleen Lockhart (Signature of Contracting Officer)	16C. DATE SIGNED 23-Oct-2012
(Signature of person authorized to sign)			

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to add DD Form 254. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$200,000.00 by \$0.00 to \$200,000.00.

The total value of the order is hereby increased from \$547,676.67 by \$0.00 to \$547,676.67.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty Unit	Est. Cost	Fixed Fee	CPFF
4000	Readiness Reporting and Policy Support to the OPNAV N43 Fleet Readiness Division during the period of 01 September 2012 through 31 August 2013. (Total Level of Effort (LOE) as shown herein.)				\$546,676.67
4000AA	Funding in Support of CLIN 4000 (O&MN,N)	1.0 LO	\$518,994.82	\$27,681.85	\$546,676.67
4001	Readiness Reporting and Policy Support to the OPNAV N43 Fleet Readiness Division during the period of 01 September 2013 through 31 August 2014. (Total Level of Effort (LOE) as shown herein.)				\$552,284.13
4001AA	Funding in Support of CLIN 4001 (O&MN,N) Option	1.0 LO	\$524,277.09	\$28,007.04	\$552,284.13

For ODC Items:

Item	Supplies/Services	Qty Unit	Est. Cost
6000	Travel in Support of CLIN 4000 in the Not to Exceed (NTE) amount of \$1,000.00		\$1,000.00
6000AA	Travel (O&MN,N)	1.0 LO	\$1,000.00
6001	Travel in Support of CLIN 4001 in the NTE amount of		\$1,000.00

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\$1,000.00

6001AA Travel (O&MN,N) 1.0 LO \$1,000.00
Option

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)

MANAGEMENT AND TECHNICAL SERVICES

OPNAVN43 READINESS REPORTING & POLICY SUPPORT

1.0 SCOPE

This PWS describes the consulting services and support to be provided to OPNAV N43. The OPNAV Fleet Readiness Division serves as the voice for Fleet readiness and is a strong advocate for readiness requirement. N43 defines, develops and justifies readiness requirements to support Fleet Ship and Submarine Readiness.

The purpose of this task is to provide contractor support services to N43. N43 is responsible for providing a comprehensive assessment of fleet readiness programs and assets, identifying operations and maintenance requirements, and providing analysis addressing the impact of shortfalls in funding. N43's policy responsibilities include, but are not limited to:

- § Readiness and Readiness Reporting Systems
- § Baseline Assessment Memorandums (BAM)
- § Ship/Submarine Maintenance Policy Requirements
- § Aviation Maintenance Policy Requirements
- § Naval Expeditionary Combat Operations and Maintenance Policy Requirements
- § Maintenance Material Management
- § Regional Maintenance
- § Industrial Capability Assessments
- § Ship and Air Operations Policy, to include fuel, spare parts, and support accounts
- § Navy Metrology and Calibration (METCAL)

2.0 REQUIREMENTS

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The contractor shall provide support to OPNAV N43 for those tasks within the scope of the projects outlined within this document. This will include projects related to:

- § Fleet Readiness Reporting (in DRRS-N and other readiness information systems)
- § Ship and Submarine Logistics including Fleet Maintenance and Regional Maintenance (RM)
- § Capability Plan (CP) development process
- § Metrology and Calibration (METCAL) support
- § Automatic Identification Program (AIT) and Alteration Management Planning (AMP)
- § Future Naval Capabilities (FNC)
- § Maintenance Metrics
- § DON Application & Database Management System (DADMS)

The contractor shall assist in the continued planning, short and long-term strategy development, and execution of these programs. In execution of this task order representative activities will include:

2.1 PROJECT MANAGEMENT

2.1.1 Provide analysis and coordinate communication on Ship Maintenance and Ship Operations issues between OPNAV(Such as N9 and N1), Naval Sea Systems Command, Commander Fleet Forces Command, Commander Pacific Fleet, Type Commanders, Commander Regional Maintenance Centers, Regional Maintenance Centers, Naval Shipyards, Ship Repair Facilities, Ship Intermediate Maintenance Facilities, supporting technical agencies, and responsible technical authorities.

2.1.2 Provide detailed program, financial, and requirement analysis and coordinate communications in support of the CP process, Metrology and Calibration (METCAL) and Test and Monitoring Systems (TAMS) programs, Automatic Identification Technology (AIT) Program, Fleet Modernization Program (FMP)

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presented via and Alteration Management Planning (AMP). This analysis will be presented via presentations, formal reports, and informally as needed. The type of analysis and frequency will vary with the situation. At a minimum, formal presentations of analysis will be needed at least quarterly and informally on an ad hoc basis. Informal communications could include e-mail communications, and/or communications with several people.

2.1.3 Assist in the continued planning, short and long-term strategy development, acquisition, and execution of programs in support of OPNAV N43 Fleet Readiness Division and the programs listed from paragraph 2.0.

2.1.4 Provide analysis, develop draft reports, and coordinate with Fleet, SYSCOM, and other stakeholders in development of weekly, monthly and quarterly readiness reports. Develop ad hoc reports as required.

2.2 FLEET MAINTENANCE SUPPORT

2.2.1 Provide analysis of Fleet Maintenance Board of Delegates (FMBOD) and similar executive forum issues.

2.2.2 Perform analyses in support of maintenance and operations strategic planning.

2.2.3 Provide detailed financial, programmatic, and technical analysis and coordination of software support tools.

2.3 CAPABILITY PLAN (BAM STARTING IN POM-15) ANALYTICAL SUPPORT

2.3.1 Provide detailed technical, programmatic, and financial analysis in support of OPNAV N43 Ship Operations, Ship Maintenance, and Ship Maintenance Support BAM and regionally specific assessment development and publication.

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2.3.2 Provide policy analysis, methodology verification and development, qualitative cause and effect analysis, and data processing services.

2.3.3 Produce detailed requirements for validation and development of alternative assessment and budgeting products.

2.3.4 Validate Capability Plan database input data. This data will be given by government entities.

2.3.5 Provide necessary extraction of data from Navy databases to support BAM development.

2.3.6 Provide analysis of requirement impacts on Fleet operations and Navy maintenance policy and procedures.

2.4 READINESS REPORTING

2.4.1 Monitor the Defense Readiness Reporting System (DRRS) family of systems and the Navy Readiness Reporting Enterprise Business Intelligence tool for readiness updates and provide reports.

2.4.2 Identify readiness reporting discrepancies within Task 2.4.1.

2.4.3 Provide formal and informal training as needed to OPNAV N43 personnel regarding readiness reporting. This shall be a combination of one formal training session for 10-30 students per year using government provided resources and multiple informal training sessions. VTC is furnished by the government.

2.4.4 Facilitate video teleconferences (in Pentagon room 2D253) in support of OPNAV N43's readiness reporting requirements. At a minimum, this will occur weekly, monthly, and quarterly but may occur more often during heavy reporting periods. VTC is furnished by the government.

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2.4.5 Provide necessary extraction of data from Navy readiness reporting databases to support development of other readiness reports.

2.4.6 Provide analysis of readiness policy impacts

2.4.7 Provide analysis of readiness policy trends and impacts to support Fleet operations

2.4.8 Provide analysis of information from the Defense Readiness Reporting System Chairman's Quarterly the Readiness Report to Congress. The contractor will be provided access to the system at OPNAV N43 office spaces.

2.4.9 Provide analytical support and reports to various levels of chain of command, including the Chief of Naval Operations, Secretary of Defense, and Congress.

3.0 LABOR CATEGORY MINIMUM QUALIFICATION REQUIREMENTS

Labor Category: Principle Analyst. The Principle Analyst shall have a minimum of 20 years of professional work experience in a position directly related to the SOW with at least 15 of those years in military service or defense business analysis directly related to the SOW, modeling, and Navy maintenance policy. The principle analyst must have experience with Modeling & VVA. (N431)

Labor Category: Senior Analyst (Policy). The Senior Analyst shall have a minimum of 15 years of professional work experience in a management position with at least 10 years of those years in military service or defense business operations analysis directly related to the SOW, Navy maintenance policy, or Navy readiness reporting. The Senior Analyst under this task must show at least 8 years experience related Navy maintenance policy. (N431)

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Labor Category: Senior Analyst (Readiness Reporting). The Senior Analyst shall have a minimum of 15 years of professional work experience in a management position with at least 10 years of military service or defense operations directly related to the SOW and Navy readiness reporting.

The Level of Effort for the performance of this order is based upon an anticipated **total estimated level of effort of 11,520 hours** of direct labor for the Base Year and One Option Year. The estimated composition of the Base Year and Option Year hours can be found in the chart below:

LABOR CATEGORY	BASE YEAR & OPTION YEAR LABOR HOURS
Principle Analyst	1,920
Senior Analyst (Policy)	1,920
Senior Analyst (Readiness Reporting)	1,920
TOTAL HOURS	5,760

4.0 PERIOD OF PERFORMANCE

The period of performance for this effort is as follows:

Base Period – 01 September 2012 through 31 August 2013

Option Period One – 01 September 2013 through 31 August 2014

5.0 PLACE OF PERFORMANCE

The Place of Performance for the services will be:

2000 Navy Pentagon (N43)
Room Number 2D253
Washington, DC 20350-2000

6.0 GOVERNMENT FURNISHED EQUIPMENT/INFORMATION

Three cubicles will be provided in the Pentagon Room 2D253. This will include general office supplies, NMCI furnished computer equipment and software, VTC equipment as available, and

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access to government information.

7.0 SECURITY REQUIREMENTS

Work performed on Government site is within a classified area. Personnel are required to have SECRET security clearance (See Attached DD FORM 254).

8.0 DELIVERABLES

A001 – Technical/Management Documentation – Deliverables may include, but are not limited to, ad hoc status reports; technical analyses, draft correspondence, briefings, presentations, charts, graphs, and meeting minutes, point papers, and reference documentation packages, miscellaneous database tracking system reports, archived files and summaries, flow charts in approved Government format. Electronic and hard copies are due as required to Government Technical Point of Contact (TPOC) is identified in paragraph 7.

Par.	Task Number	Frequency	Deliverable
2.1	2.1.1	monthly	High Level Analysis of Findings
2.1	2.1.2	weekly, monthly, quarterly	Status Reports for programs listed in par 2.0
2.1	2.1.4	weekly, monthly, quarterly	Status Reports for units listed under 2.1.4
2.4	2.4.1	At least weekly, monthly	CNO Readiness Reports - Format given within the first two weeks of the contract
2.4	2.4.1	At least weekly, monthly	Ad hoc reports in response to CNO Readiness Reports RFIs and Congressional inquiries
2.4	2.4.1	monthly	Management Reports - SECNAV level
2.4	2.4.2	As required (weekly min.)	Ad hoc reports as situations dictate
2.4	2.4.8	quarterly	Qrtly Joint & Congressional Report -Format provided by government
2.4	2.4.3	once per year Approx 15-20 times/ year	Formal training using Gov. Facilities Informal training and/or one-to-one training
2.4	2.4.9	as required (weekly min.)	Ad hoc reports as situation dictates
2.4	2.4.2	For every report	Identify readiness reporting discrepancies within the above mentioned reports

A002 – Monthly Status & Financial Report

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The contractor shall provide a monthly progress report which shall include a description of the work accomplished, items delivered, meetings minutes/reports, funding burn plans, travel reports, labor expended, milestones met, milestones for the upcoming period, items delivered, etc. This report will be in approved Government format due by the 15th of each month electronically submitted to the TPOC and COR.

9.0 GOVERNMENT TECHNICAL POINT OF CONTACT (TPOC)

The COR is the accepting official responsible for accepting all services and signing/approving all contractor submitted invoices. The COR for this delivery order is:

Name: Wes Kenyon
Address: OPNAV N43
2000 Navy Pentagon
Washington, DC 20350-2000
Telephone: 703-695-5815
Email: wesley.kenyon@navy.mil

10.0 ACCEPTANCE CRITERIA

Within one week of award of the task order, the contractor shall negotiate and develop, with the Government, an Acceptance Criteria Plan for work performed. This plan shall stipulate how performance and progress will be monitored, how work will be accepted and rated, and how discrepancies are to be resolved. This plan will focus on mutually beneficial results.

The services under this PWS are performance based and the following performance standards apply:

Standard One. Deliverables required by this contract are submitted on or before due dates.

Measurement #1. Deliverables are on schedule 95% of the time unless the Government is responsible for the delay or has given permission to delay delivery.

Measurement #2. Monthly status reports shall be submitted on or before the 15th of month and be free from errors. These reports shall contain a financial summary and financial projections for

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the remainder of the performance period. It shall include a summary of accomplishments for the current period and goals for the next reporting period.

Standard Two. Deliverables required by this task order are submitted in proper format, delivery media and with no administrative corrections.

Standard Three. Management and administrative support provided by the contractor is responsive.

Measurement. Required contract management and administrative support are provided on time 95% of the time. The contractor cannot be untimely for more than 5% of the time.

11.0 TRAVEL

Approximately six trips to Norfolk or Philadelphia will be needed to help coordinate the maintenance policy. These trips will be no longer than an entire work day whenever possible to lessen lodging costs. The purpose of these trips will be for Fleet maintenance scheduling and planning workload conferences.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

TBD

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

4000AA 9/1/2012 - 8/31/2013

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

4001AA 9/1/2013 - 8/31/2014

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SECTION G CONTRACT ADMINISTRATION DATA

252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 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 866-618-5988. 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 WAWF Customer Support: 866-618-5988.

(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, receiving reports 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 each file is not to exceed 2MB. Multiple attachments are allowed.

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

	Routing Table
WAWF Invoice Type	
Contract Number	N00178-07-D-5018 D-5018

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Delivery Order Number	EX03
Issuing Office DODAAC	N00189
Admin Office DODAAC	S2404A
Service/Supply Acceptor	N00011
Local Processing Office (Certifier)	N00011
DCAA Office DODAAC (Used on Cost Voucher's only)	S2404A
Paying Office DODAAC	HQ0338
Acceptor/COR Email Address	wesley.kenyon@navy.mil

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

(e) Contractor shall coordinate the correct line of accounting for billing/payment with the COR prior to invoicing.

Name	Email	Phone	Role
Wesley Kenyon	wesley.kenyon@navy.mil	703-695-5815	COR

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4000AA 130029798600001 199000.00
LLA :
AA 1721804 8C8C 251 V4R00 0 050120 2D 000000 A00001351577
Standard Number: N0002412PR08618

6000AA 130029798600001 1000.00
LLA :
AA 1721804 8C8C 251 V4R00 0 050120 2D 000000 A00001351577
Standard Number: N0002412PR08618

BASE Funding 200000.00
Cumulative Funding 200000.00

MOD 01 Funding 0.00
Cumulative Funding 200000.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

SUP 5252.232-9400 LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JAN 1992)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$200,000.00. Subject to the provisions of the clauses entitled "Limitation of Funds", FAR 52.232-22 of the General Provisions of the contract, no legal liability on the part of the Government for payment in excess of \$200,000.00 shall arise unless additional funds are made available and are incorporated as a modification to this order.

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SECTION I CONTRACT CLAUSES

Note: All provisions of SECTION I of the basic task order apply to this task order (unless otherwise specified in the task order) plus the following (provided in full text).

OPTION TO EXTEND THE TERM OF THE TASK ORDER

(a) The Government may extend the term of this task order by providing at least 7 days preliminary written notice to the Contractor, and the Option may be exercised, prior to one day before the end of the current performance period.

(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 (2) years.

(End of clause)

NON-DISCLOSURE AND NON-USE OF DATA

(a) Data

All data (including but not limited to Planning, Programming, Budgeting, and Execution (PPBE) documents and data as described in DoD Directive 7045.14, "The Planning, Programming, and Budgeting System," May 22, 1984, Change 1, July 28, 1990 and Deputy Secretary of Defense Memorandum, "Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information," 27 March 2004) obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors as a result of performance of this task order shall be deemed to be "sensitive" and/or "proprietary" whether or not such data is so designated or marked. The Contractor and its personnel and subcontractors shall restrict access to data obtained, received, or learned as a result of performance of this task order to the minimum number of Contractor personnel or subcontractors necessary for performance of this task order. No one who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements shall be involved in direct performance of this task order. The Contractor shall ensure that each of its personnel and subcontractors who obtains, receives, or learns data as a result of performance of this task order understands and complies with this "Non-Disclosure and Non-Use of Data" clause.

(b) Non-Disclosure of Data

The Contractor and its personnel and subcontractors shall disclose data obtained, received, or learned as a result of performance of this task order only to Contractor personnel directly performing under this task order and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this task order. The Contractor and its personnel and subcontractors shall not disclose such data to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent disclosure of such data except as specifically permitted herein.

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(c) Non-Use of Data

The Contractor and its personnel and subcontractors shall use data obtained, received, or learned as a result of performance of this task order only in direct performance of this task order and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such data in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such data except as specifically permitted herein.

(d) Non-Disclosure/Non-Use Agreements

Before any of the Contractor's personnel becomes involved in performance of this task order, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The nondisclosure/non-use agreement shall state that:

- (1) He/she shall disclose data obtained, received, or learned by him/her as a result of performance of this task order only to Contractor personnel directly performing under this task order and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this task order.
- (2) He/she shall not disclose data obtained, received, or learned as a result of performance of this task order to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.
- (3) He/she shall use data obtained, received, or learned as a result of performance of this task order only in direct performance of this task order and for no other purpose.
- (4) He/she shall not use or consider data obtained, received, or learned as a result of performance of this task order in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn data of other entities as a result of performance of this task order, the Contractor shall execute a nondisclosure/non-use agreement with each such entity prior to having access to the data provided by the entity.

(e) Requirement to Disclose Data

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of data obtained, received, or learned as a result of performance of this task order or if the Contractor believes disclosure of such data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of data.

(f) Exception

This "Non-Disclosure and Non-Use of Data" clause does not apply to data which the Contractor can demonstrate was obtained, received, or learned in a way other than as a result of performance of this task order.

(g) Government Remedy

Any violation of the terms of this "Non-Disclosure and Non-Use of Data" clause is a material and substantial breach of this task order, and the Government may, in addition to any other remedy available, terminate this task order, or any part thereof, for cause or default.

(h) Non-disclosure/Non-Use Agreements

The Contractor shall maintain all Non-Disclosure and Non-Use of Data agreements required by this clause and shall make such agreements available for immediate inspection by the Contracting Officer.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Past Performance

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