

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE 01-Oct-2010	4. REQUISITION/PURCHASE REQ. NO. N6298011RCAE401	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY FISC Norfolk, Contracting Dept Philadelphia 700 Robbins Avenue, Bldg. 2B Philadelphia PA 19111-5083 erin.kilrain@navy.mil 215-697-9617	CODE N00189	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE	S2404A

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DCMA Manassas
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MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) InterImage, Inc. 4301 N. Fairfax Drive, Suite 205 Arlington VA 22203-1633		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4391-EX01
		10B. DATED (SEE ITEM 13) 01-Oct-2006
CAGE CODE 1CEX1	FACILITY CODE 961987047	

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"/>	
<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:
[X]	D. OTHER (Specify type of modification and authority) IAW FAR 52.217-9 'Option to Extend the Term of the Contract'

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brian Excell, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Brian Excell (Signature of Contracting Officer)	16C. DATE SIGNED 23-Jul-2010
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to exercise Option V (Period of Performance 1 Oct 2010 - 30 Sept 2011), CLIN 5003.

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19)(APRIL 1984) Funding provided hereunder is subject to the Continuing Resolutions Act, if any, and the final FY11 Appropriations Act passed by Congress. This funding is released for the period of time covered by the Continuing Resolution Act (CRA), in an amount proportionate to the period of time covered by the CRA. Upon approval of further CRAs, if any, funding is released for the period of time covered by the additional CRA (s) in an amount proportionate to the amount of time covered by any additional CRA (s). The funding becomes fully available upon passage of the FY11 Appropriations Act 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 by \$246,000.00 from \$1,159,200.57 to \$1,405,200.57.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
500301	TBD	0.00	246,000.00	246,000.00

The total value of the order is hereby increased by \$0.00 from \$1,416,215.57 to \$1,416,215.57.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
2001	Corrections Management Information Systems (CORMIS) Support Services in accordance with the Statement of Work located in Section C. (TBD)	1.0	Lot	\$250,020.00	\$250,020.00
2002	Corrections Management Information Systems (CORMIS) Support Services in accordance with the Statement of Work located in Section C. (TBD)	1.0	Lot	\$249,931.00	\$249,931.00
2003	Corrections Management Information Systems (CORMIS) Support Services in accordance with the Statement of Work located in Section C. (O&MN,N)	1.0	Lot	\$145,051.00	\$145,051.00
200301	(O&MN,N)				
200302	(O&MN,N)				
5001	Corrections Management Information Systems (CORMIS) Support Services in accordance with the Statement of Work located in Section C. (TBD)	1.0	Lot	\$204,657.00	\$204,657.00
500101	(TBD)				
500102	(TBD)				
5002	Corrections Management	1.0	Lot	\$316,525.57	\$316,525.57

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Information
Systems (CORMIS)
Support Services
in accordance
with the
Statement of Work
located in
Section C.
(O&MN,N)

500201 (O&MN,N)

5003	Corrections Management Information Systems (CORMIS) Support Services in accordance with the Statement of Work located in Section C. (TBD)	1.0 Lot	\$250,031.00	\$250,031.00
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500301 (TBD)

The following subline items are for informational purposes in order to identify monthly billing prices. The quoter shall provide prices for the following subline items as an attachment to its price proposal.

SECTION B – SCHEDULE OF SUPPLIES/SERVICES AND PRICES (to submit with quote)

UNIT OF UNIT TOTAL

ITEM SUPPLIES/SERVICES QTY ISSUE PRICE AMOUNT

2001AA 1 Oct 2006 through 30 Sept 2007 12 Months

2002AA 1 Oct 2007 through 30 Sept 2008 12 Months

2003AA 1 Oct 2008 through 31 March 2009 7 Months

5001AA 1 Apr 2009 through 30 Sept 2009 5 Months

5002AA 1 Oct 2009 through 30 Sept 2010 12 Months

5003AA 1 Oct 2010 through 30 Sept 2011 12 Months

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C-1

PERFORMANCE WORK STATEMENT

1.0. INTRODUCTION

CORMIS is DoN's Corrections Management Information System, a web-application that is DoN Applications and Database Management System (DADMS), Navy and Marine Corps Intranet (NMCI), National Incident-Based Reporting System (NIBRS), and Defense Incident-Based Reporting System (DIBRS) compliant. CORMIS enjoys both a direct and indirect user community with a current user base of nearly 1,000 direct users include: Navy and Marine Corps corrections communities 11 Navy shore brigs, 5 correctional custody units (CCUs), and a headquarters element. CORMIS has the potential of supporting the afloat brig community (25 ships) of which 5 ships are currently online and reporting, 6 Marine Corps shore brigs, 3 CCUs, and a headquarters element Service component, three service Clemency and Parole Boards. Navy and Marine Corps Appellate Leave Activity (NAMALA) (electronic records) indirect users include: Navy and Marine Corps Appellate Review Activity (NAMARA), some Navy Personnel Support Detachments (PSDs), OUSD for Personnel & Readiness (P&R-PI-LP) (Annual Confinement Report), EPMAC's Transient Monitoring Unit (TMU). Other customers include DOJ, DoD, DMDC, NCIS, and the FBI

The purpose of this Performance Work Statement is to describe the performance requirements for the U.S. Navy Personnel Command, Fleet Support Directorate, Millington, Tennessee.

1.1. SCOPE OF WORK

The scope of work in CORMIS involves maximizing the efficient and effective use of the technologies resident in CORMIS, and those that will enhance CORMIS in the future, to support the business processes of the Naval corrections community. Work will include technical analysis and development to complete corrective actions for data input errors, screen/page changes to enhance ease of use, creation of electronic forms and reports for a wide variety of uses, frequent upgrades in response to new Public Law initiatives, congressional and DoD mandates, Naval instructions and Navy Corrections policies for the good order and discipline within Naval brigs. This scope of work also includes analysis of the performance of existing software and making modifications to correct errors as required, responding to requests to perform level of effort analysis for government approved changes and/or enhancements, and development, test and implementation of government approved changes or modifications to the existing application and database.

1.1.1

(Per modification 08: Period of Performance 15 April 2009 - 30 Sept 2009) Conduct requirements gathering and analysis to design, construct and implement protection of Personal Identifying Information (PII) on prisoner, staff, appellant, and deserter records, regardless of status of: new, active, or closed historical throughout the application browse/find, display, forms and reports.

1.2. PERFORMANCE REQUIREMENTS

Adherence to the following performance-oriented requirements in support of CORMIS is critical. The Government's quality assurance procedure and the service provider's minimum satisfactory ratings for these requirements are set forth in this performance work statement. Place of performance is NSA-Midsouth, 5720 Integrity Drive, Bldg 769,

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Millington, TN 38055 as well as at the vendors place of business.

1.2.1. CORMIS maintenance and sustainment.

1.2.1.1. Analysis: Perform analysis of all CORMIS source code to ensure compliance with provided instructions, policies and business rules, and keep current all documentation of code structure and changes to provide to the customer on an as requested basis.

1.2.1.1.1. Internal/External Interfaces: Maintain a clear understanding of the internal interface of CORMIS to current version of Business Objects server on BOL, and prepare CORMIS code for an external interface requirement with DON Criminal Justice Information System (DONCJIS) as approved by the government.

1.2.1.2. Maintain a Test Environment: Maintain appropriate test lab mirroring, to the greatest extent possible at a remote site, the production environment for the performance of functional and technical testing prior to submission of deliverables to the government for approval and acceptance.

1.2.1.3. Internal/External Interfaces: Maintain a clear understanding of the internal interface of CORMIS to current version of Crystal Decisions Enterprise server on BOL, and prepare CORMIS code for any external interface requirement approved by the government. Ensure that all interfaces are producing desired results as defined by the customer. Prepare Interface Control Documents (ICD) for all external interfaces.

1.2.1.4. Analyze software for efficiencies and make recommendations for improvements.

1.2.1.5. Create corrective action packages, with installation instructions and test plans, for submission to the government to apply to the production database and application, as required by the government.

1.2.1.6. Create adhoc reports and electronic forms as requested.

1.3 CORMIS enhancements.

1.3 CORMIS enhancements.

The scope of work for this modification is to modify the CORMIS applications and database to interface with Department of the Navy Criminal Justice Information System (DONCJIS) for the automated exchange of data.

1.3.1. Design and implement a tracking functionality within CORMIS to account for every person entering and/or leaving a brig during each twenty-four hour reporting period. The data collected will be from varied sources and include CAC and nonmilitary/nongovernment identification materials, and should be viewable at any time and saved for historical value.

1.3.2. Modify the Programs area to collect specific offense related treatment/education/self improvement and non-offense related treatment/education/self improvement data. This data must relate to Extra Good time awards and incentive level management.

1.3.3. Modify the staff area pick lists to move past staff off the viewable list while retaining data on historical records.

1.3.4. Transition each area modified to .Net technology.

1.3.5. Prepare for implementation, new security access for implementation when DONCJIS is deployed.

1.3.6. Documentation Development: Document all software development activity and maintain strict compliance with

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government configuration control requirements.

1.4. Change Requests (CR)

1.4.1. Change Requests which are determined to be a change in the requirements, will be authorized and prioritized by the TOM. If approved for action an impact study will be presented to the TOM for approval. CRs must be approved and prioritized by the TOM before any further action is taken on them.

1.4.2. Conduct development activities to resolve change requests in order of severity, as determined and approved by the TOM.

1.5. Release Management

1.5.1. Define a process for providing systematic control of product configuration and changes.

Maintain a disciplined environment to ensure configuration control.

1.5.2. Perform CM activities using Configuration Management tools provided as CFE.

Troubleshoot and correct errors associated with CM issues

1.5.3. Manage software builds and releases to Test and Production and validate contents of each release delivery.

Provide accurate estimates of the scope of efforts for input into schedules, which should include impact studies, analysis, development, testing, implementation, integration and configuration management.

1.5.4. Provide Monthly Status Reports (MSR). MSR shall include progress (issues and successes) and percentage of completion for projects worked on during reporting month and major milestones for upcoming activities.

1.6 PERSONNEL

1.6.1 Personnel working on this contract may be required to handle information that is covered by the Privacy Act of 1974 (Title 5 of the U.S. Code, Section 552.a). All personnel employed on this contract will be required to sign a non-disclosure statement.

These contract positions require access to military confinement facility records and privacy act data and are designated as Information Technology (IT) Level per DoDD 5200.2R. Contract Facility's Security Officer (FSO) will send Visit Authorization Letters (VAL) to the NAVPERSCOM Command Security Manager prior to any contract personnel reporting. The VAL will identify all requirements per DoD 5220.22M and identify the position as IT Level-II. NAVPERSCOM Industrial Security point of contact can be reached at (901) 874-3088.

1.7 CLASSIFIED INFORMATION

Access to confidential/classified areas will not be required on this contract.

1.8. SAFETY REQUIREMENTS

The contractor shall maintain safety and health standards consistent with the requirements of OPNAVINST 5100.23, Navy Occupational Safety and Health (NAVOSH) Program and other requirements as set forth in this contract.

1.8.1 If the contractor fails or refuses to promptly comply with safety requirements, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of a claim for extension of time or for excess costs or damage to the contractor.

1.8.2 Accident Reporting. The contractor shall maintain an accurate record of, and shall report to the COR orally,

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within one hour, all accidents resulting in death, trauma, occupational disease, property and/or equipment damage caused by contractor employees working on the government site. Within two working days of any accident, on the government site, the contractor shall submit to the COR the Accidental Injury/Death Report (OPNAV 5102/1) and/or the Material (Property) Damage Report (OPNAV 5102/2).

EMERGENCY MEDICAL CARE

Only emergency medical care is available in Government facilities to contractor employees who suffer on-the-job injury or illness.

1.9 SECURITY REQUIREMENTS.

1.9.1 Neither the contractor, nor any of its employees will disclose, or cause to be disseminated, any information concerning the operations of the activity, which could result in, or increase the likelihood of the possibility of a breach of the activity's security or interrupt the continuity of its operations.

1.9.2 Disclosure of information relating to the services hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the contractor or any person under his control in connection with the work under this contract, may subject the contractor, his agents or employees to criminal liability under Title 18, Sections 793 and 798 of the United States Code. All inquiries, comments or complaints arising from any matter observed, experienced, or learned as a result, or in connection with, the performance of this contract, the resolution of which may require further study should be reported to the COR.

1.9.3 Regulations: The contractor and his employees shall be acquainted with, and obey all Government regulations as posted, promulgated, or as provided by the COR, or delineated within this contract.

1.9.4 Deviations from, or violations of, any of the provisions of this section shall, in addition to all other criminal and civil remedies provided by law, subject the contractor to immediate termination for default and/or the individuals involved to a withdrawal of the Government's acceptance and approval of employment.

1.9.5 Badges. All contractor employees, working on the government site, shall obtain the required employee badges and vehicle passes. The contractor shall, prior to the start of the contract, submit to the COR an estimate of the number of personnel expected to be utilized at any one time on the contract. Each employee shall wear the badge on the outer clothing, above the waist.

1.9.6 All contractor personnel cleared and properly identified, will be allowed access to the contractor's designated areas solely for the purpose of performing against this contract and only during the designated working hours or as approved by the COR. The contractor shall ensure that all persons have vacated the contractor's work area at the end of the workday (unless otherwise approved by the COR).

PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary is not included because all code will be reviewed and tested at 100%.

1.10 CONTRACTOR QUALITY CONTROL PROGRAM (QCP)

1.10.1 The contractor shall establish and maintain a complete Quality Control Program, which shall assure the requirements of the contract, are provided as specified. Within fifteen (15) calendar days after award, two copies of a comprehensive written Quality Control Program shall be submitted to the COR and as changes are made thereafter. The COR will approve or disapprove the program within five (5) workdays of receipt. If the initial submission is disapproved, the contractor shall submit a revised Quality Control Program within five (5) workdays after disapproval.

1.10.2. The Quality Control Program shall include the following:

1.10.2.1. An inspection system covering all the services will be comprised of testing deliverables by the contractor project manager and submission to COR for approval prior to application to the production servers. A copy of the

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inspection report shall be forwarded to the COR monthly.

1.10.2.2. The method of identifying deficiencies is in the quality of services performed before the level of performance becomes unsatisfactory.

1.10.2.3. A file of inspections conducted by the contractor, and any corrective action required and taken, shall be maintained by the contractor through the term of this contract. This file shall be the property of the Government and be made available to the COR during regular hours. The file shall be turned over to the COR within thirty (30) calendar days after completion/termination of the contract.

1.10.2.4. If determined by the Government that the contractor has failed to maintain the approved Quality Control Program, the Government will give the contractor written notice of deficiencies. The contractor shall correct all deficiencies with five (5) calendar days of receipt of written notice. If deficiencies are not corrected to the satisfaction of the Government, the Government may terminate the contract for default.

1.11 QUALITY ASSURANCE

A Quality Assurance Surveillance Program (QASP) consists of 100% test and approval, by the COR, of all deliverables provided to the government during the life of the contract.

1.12 CONTRACTOR EMPLOYEES

1.12.1. Contract employees shall be fully trained and properly licensed prior to operating Government equipment.

1.12.2. Contract employees shall conduct themselves in a proper and efficient manner at all times.

1.12.3. The contractor expressly agrees to remove from the site any individual whose continued employment is deemed by the TOM to be contrary to the public interest or inconsistent with the best interests of National Security.

1.12.4. The Government will not exercise any supervision or control over the contractor's employees performing services under this PWS; such employees shall be accountable solely to the contractor, who, in turn, is responsible to the Government.

1.12.5. Damage or Loss of Contractor's Supplies and Contractor's Employees Property.

The contractor is responsible for the safety of his supplies, materials and equipment and the personal property of his employees from loss, damage, or theft.

1.13 HOURS OF OPERATION

Except as may otherwise be specified all work shall be performed during regular working hours (0730 to 1630 CST/EST). Contractor shall follow established Government guidance on requesting Extended Work Week (EWW) hours.

1.14 FEDERAL HOLIDAYS

The contractor will not be required to perform services on the recognized Federal Holidays:

New Year's Day 1st January

Dr. Martin Luther King Birthday 3rd Monday, January

Presidents' Day 3rd Monday, February

Memorial Day 4th Monday, May

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Independence Day 4th July

Labor Day 1st Monday, September

Columbus Day 2nd Monday, October

Veterans Day 11th November

Thanksgiving Day 4th Thursday, November

Christmas Day 25th December

1.14.1. If the Federal Holiday falls on a Saturday, the preceding Friday shall be the recognized day of no work. Should the holiday fall on a Sunday, the recognized day will be the following Monday.

1.14.2 For contract requirements having a due date which falls on a Friday which is being celebrated as the Federal Holiday the due date shall be the preceding Thursday.

1.15 INVOICING

1.15.1. The contractor shall be paid in accordance with Section G.

1.16 INVENTORY AND EQUIPMENT PROVISIONS

1.16.1. At the commencement of contract performance, the contractor shall conduct, with the Government, a joint inventory of the Government-furnished equipment and supplies. The contractor and the Government shall jointly determine the working order of all equipment. Items not in working order, beyond fair wear and tear, or beyond repair shall be noted. The contractor and the Government shall certify their agreement with all comments on working order and discrepancies. Although all reasonable efforts will be made by the Government to jointly conduct this inventory, if the contractor does not participate in the inventory, the contractor shall accept as accurate the listing of equipment provided by the Government. The contractor shall sign a receipt for all items provided by the Government.

1.17 GOVERNMENT-FURNISHED PROPERTY AND SERVICES

1.17.1. OSHA Requirements. Government-furnished facilities have been inspected for compliance with the Occupational Safety and Health Act (OSHA). No hazards have been identified. Should a hazard be subsequently identified, the Government will correct the OSHA hazard according to base-wide Government developed and approved plans of abatement, taking into account safety and health priorities. A higher priority for correction will not be assigned to the facilities provided hereunder merely because of this contracting initiative. The fact that no such conditions have been identified does not warrant or guarantee that no possible hazard exists, or that work-around procedures will not be necessary, or that the facilities as furnished shall be adequate to meet the responsibilities of the contractor. Compliance with OSHA and other laws and regulations for the protection of staff is exclusively the obligation of the contractor. Further, the Government will assume no liability or responsibility for the contractor's compliance or noncompliance with such requirements, with the exception of the aforementioned requirement to make corrections according to approved plans of abatement subject to base-wide priorities. The contractor shall return the facilities to the Government in the same condition received, fair wear and tear and approved modifications excepted.

1.17.2. Access to all required external interface systems and data.

1.17.3. All required facility resources (space, power, access, if necessary) for all test sites.

1.17.4. All hardware (terminals, and test servers), COTS and licenses required by the contractor for the setup and operation of the program on government site.

1.17.5. Personnel computing equipment including MS Office Suite and Rational tools. Computers will have network connectivity.

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1.17.6. Maintenance. The Government will provide maintenance of the Government-furnished facilities. The Government will provide maintenance of all built-in real property, such as toilets, sinks, built-in cabinets, lighting, vent fans, outlets, sprinkler system, roof, air conditioning, and heating systems within the facilities. However, the contractor shall be responsible for the cost of maintenance/repairs in case of damage caused by the contractor's neglect or misuse. Requests for maintenance/repair/replacement shall be made to the COR or designated representative.

1.17.7. Utilities. The Government will provide the following existing utilities for Government-furnished facilities: water, sewage, electric, and gas service. The contractor shall ensure all staff practice utilities conservation. The contractor shall be responsible for operating under conditions that prevent waste of utilities and support Navy energy conservation standards.

Supplies. The Government will provide all necessary supplies necessary to perform this contract.

1.18 CONTRACTOR-FURNISHED PROPERTY AND SERVICES

1.18.1 General. The contractor shall furnish all facilities, personnel, equipment, supplies, utilities, maintenance services, custodial and housekeeping services necessary to perform and meet the requirements of this contract, at contractor's site.

Workers Compensation Insurance. The contractor shall comply with the Workman's Compensation Insurance laws of the State of Tennessee.

SECTION C-2

DEFINITIONS & ACRONOYMS

2. GENERAL. The following terms used in this performance work statement and in the performance of this contract shall have the meanings set forth below.

BOL: BUPERS On Line

BUREAU OF NAVAL PERSONNEL (BUPERS). The agency responsible for directing/managing the qualitative and quantitative manpower requirements of the Navy (i.e., personal and family support programs).

BUILDING. A permanent structure, with a roof, that is used for a variety of purposes, such as living quarters, offices or manufacturing. Buildings are real property.

CCB: Change Control Board

CM: Configuration Management

CNO. Chief of Naval Operations

CONTRACTING OFFICER. The Government employee with the authority to enter into, administer, modify, and/or terminate contracts and make related determinations and findings. The term includes certain authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer.

Task Order Manager (TOM). The Government employee responsible for assuring contractor performance through audits, documentation, and liaison with the Contracting Officer. The TOM is appointed in writing by the Contracting Officer. The TOM has no authority to modify this contract, resolve disputes, or obligate funds.

CONTRACTOR. That entity or its representative responsible for the delivery of the services or materials specified in this contract, as designated by contract award.

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CONTRACTOR EMPLOYEE. A person employed by or under contract or subcontract to the contractor to provide services under this contract.

CR. Change Requests

DoD. Department of Defense.

DONCJIS. Department of Navy Criminal Justice Information System.

EMPLOYEE. See Contractor Employee.

EQUIPMENT. A moveable object, such as a typewriter, which is used to perform the required services.

EXTENDED WORK WEEK. Any hours worked over a forty hour work week

FEDERAL HOLIDAY. For purposes of this contract, the following are recognized Federal Holidays: New Year's Day, Martin Luther King's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day.

FIXTURE. A moveable object such as a machine, which by reason of being attached to real property (e.g., a building) is considered to be a part of that real property.

FSO: Facility Security Officer

FULL TIME. A normally scheduled 2080 to 2088 hour work year of effort based upon a forty (40) hour work week for fifty-two (52) weeks per year less an amount of time off for vacation, sick leave, holidays, and training which is appropriate to the particular labor category.

FURNISHINGS. Moveable objects such as area rugs, draperies, wall hangings, etc., which are used to decorate a room or space.

FURNITURE. A moveable object, such as a desk, which is used to equip a room or space to make that room or space usable for its intended purpose.

GOVERNMENT FURNISHED EQUIPMENT (GFE): Facilities, equipment, tools, supplies, or any other items furnished for the contractor's use by the Government.

ICD. Interface Control Document

KEY PERSONNEL: Personnel identified who would act in a managerial, or supervisory capacity, with the technical skills essential to ensure performance of this contract.

MAINTENANCE: The upkeep of buildings, fixtures, furniture, and/or equipment that is required to keep these items fully functional and/or to produce an acceptable level of performance or quality of operation.

NAVPERSCOM: Navy Personnel Command Manpower Computer Systems

NAVOSH: Navy Occupational Safety and Health Program

NMCI: Navy Marine Corp Internet

NPC: Naval Personnel Command

PDSS: Post Deployment Software Support

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PERFORMANCE MEASURE. The measurement that determines acceptable and unacceptable performance.

PRIO: Primary Input/Output

PSI: Personnel Security Investigation

PWS: Performance Work Statement

QUALITY ASSURANCE. Those actions taken by the Government to check goods or services to determine that they meet the requirements of the contract.

QUALITY ASSURANCE EVALUATOR (QAE). A Government employee responsible for the surveillance of a Contractor's performance.

QUALITY ASSURANCE SURVEILLANCE PLAN. The plan, which outlines those actions, which may be taken by the Government to check the goods or services, provided by a Contractor, to determine they meet the requirements of the contract.

QUALITY CONTROL. Those actions taken by the Contractor to control the production of goods or services so that they will meet the requirements of the contract.

QUALITY CONTROL (QC) PLAN. The plan, which outlines those actions to be performed by the contractor to control the provision of services to ensure they meet the requirements of the contract.

SECNAV. Secretary of the Navy

SUPPLIES. Consumable items used routinely to support child care operations such as administrative supplies, paper goods, rubber gloves, food, first aid kits, teaching supplies, and child developmental supplies.

UNIFORMED SERVICES. The Air Force, Army, Navy, Marine Corps, Coast Guard, Commissioned Corps of the National Oceanic and Atmospheric Administration, and Commissioned Corps of the Public Health Service.

VAL: Visit Authorization Letter

WEEKDAY. Monday through Friday, excluding the ten (10) Federal holidays.

SECTION C-3

GOVERNMENT FURNISHED PROPERTY AND SERVICES

3. GENERAL. The Government will provide, without cost, facilities, equipment, materials and services listed below:

3.1. UTILITIES. The Government will provide, at no cost to the contractor, electricity, air conditioning, water and sewage.

3.1.1. Telephones. The Government will provide necessary telephones. Telephones will have local, DSN and long distance capabilities. The cost of non-official long distance calls shall be paid by the contractor.

3.2. GOVERNMENT FURNISHED EQUIPMENT (GFE). The Government will provide to the contractor the use of furniture, furnishings, and equipment required for performance of this contract.

3.2.1 On completion or termination of the contract, all Government furnished equipment shall be returned to the Government in the same condition as received, except for normal wear and tear.

3.2.2 The contractor and the Contracting Officer's Representative (COR) shall conduct a joint inventory before

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commencing work under this contract to determine the exact number and serviceability of Government furnished tools and equipment being provided to the contractor. The contractor shall then certify the findings of this inventory, assume accounting responsibility, and subsequently report inventory discrepancies to the COR.

SECTION C-4

CONTRACTOR FURNISHED ITEMS

4.0 GENERAL. Except for those items or services specifically stated to be Government furnished in Section C-3, the contractor shall furnish everything required to perform this service.

SECTION C-5

COMPLIANCE

Section 508 Compliance. All information technology products acquired or developed by a federal agency after June 25, 2001 must be compatible with accessories that permit people with disabilities to use that equipment. These accessories include screen readers for the blind and telephone technology for the deaf. While agencies do not have to install assist devices and technology in their offices until an employee with disabilities is hired, any office equipment bought after June 25, 2001 must meet specific standards so assist devices can be attached if required. All Electronic and Information Technology (EIT) procured through this task must meet the applicable accessibility standards at 36 DFR 1194, unless an agency exception to this requirement exists. 36 CFR 1194 implements Section 509 of the Rehabilitation Act of 1973, as amended, and is available at <http://section508.gov/accessible.html> - Part 1194. The contractor shall indicate for each line item in the schedule whether each product or service is compliant or non-compliant with the accessibility standards at 36 DFR 1194. Further, the proposal must indicate where full details of compliance can be found (e.g. vendor's website or other exact location).

SECTION C-6

WORK ENVIRONMENT

Current Work Environment. The environment listed below describes the environment to be supported for CORMIS

6.1 Software.

Operating Systems: MS Windows 2000 Server and workstation

Applications:

MS SQL 2000

Business Objects Crystal Decisions Enterprise &

Designer

Active Server Page

JAVA

Crystal Reports

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Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

REIMBURSEMENT OF TRAVEL COSTS (FISC DET PHILA) (OCT 1998)

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations

Immunization

Passports, visas, etc.

Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in

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standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

PERFORMANCE REQUIREMENTS SUMMARY

A Performance Requirements Summary is not included because all code will be reviewed and tested at 100%.

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SECTION D PACKAGING AND MARKING

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE OF SERVICES (OCT 2004)

The Task Order Manager (TOM) identified in Section G of this solicitation is the only person empowered to inspect and accept the completed task order. 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 (COFA) memorandum and submit it to the TOM for signature. The contractor shall include the fully signed COFA with its final invoice.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the base period (CLIN 2001) is from the date of task order award through twelve months thereafter, estimated at:

2001 1 Oct 2006 - 30 Sept 2007

The periods of performance for the option periods (CLINs 2002, 2003, 5001, 5002, 5003) are estimated at:

2002 1 Oct 2007 - 30 Sept 2008

2003 1 Oct 2008 - 31 Mar 2009

5001 1 Apr 2009 - 30 Sept 2009

5002 1 Oct 2009 - 30 Sept 2010

5003 1 Oct 2010 - 30 Sept 2011

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Margaret R Yoder, PERS_68
5720 Integrity Drive
Millington, TN 38055-6800
Peggy.Yoder@navy.mil
901-874-4443

The contracting office point of contact is Erin Kilrain who can be reached at (215) 697-9617 (phone), (215) 697-9569 (fax) or via e-mail at: erin.kilrain@navy.mil.

WAWF INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <http://wawftraining.com/>.

A separate invoice will be prepared for every month. Do not combine the payment claims for services provided under this contract.

For billing purposes, the invoice type to be used is the 2-in-1 invoice. The 2-in-1 invoice prepares the Material Inspection and Receiving Report, DD Form 250, and invoice in one document. 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.

The following information regarding the Navy Personnel Command, Millington, TN is provided for completion of the invoice in WAWF:

Issuing Office DODAAC: N00140

Admin DODAAC: TBD

Acceptor DODAAC: N62980

LPO DODAAC: N62980

Pay DODAAC: TBD

The contractor shall submit invoices for payment per contract terms.

The Government shall process invoices for payment per contract terms.

Accounting Data		
SLINID	PR Number	Amount
2001	N6298007RCAE401	250020.00
LLA :		

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AA 1771804 22TC 000 62980 068566 2D CA8401 629807AE257Q
1771804 22TC 000 62980 068566 2D CA8401 629807AE257Q

BASE Funding 250020.00
Cumulative Funding 250020.00

MOD 04

2002 N6298008RCAE401 249931.00
LLA :
AB 1781804 22T4 000 62980 0 068566 2D CAE401 629808AE257Q

MOD 04 Funding 249931.00
Cumulative Funding 499951.00

MOD 05

2003 N6298009RCAE401 125051.00
LLA :
AC 1791804 22T4 000 62980 0 068566 2D CAE401 629809AE257Q

MOD 05 Funding 125051.00
Cumulative Funding 625002.00

MOD 06

200301 N6298009RCAE401 125051.00
LLA :
AC 1791804 22T4 000 62980 0 068566 2D CAE401 629809AE257Q

200302 N6328509RC00067 20000.00
LLA :
AD 1791804 12V3 252 63285 068892 2D C00067 632859AGA91Q

MOD 06 Funding 145051.00
Cumulative Funding 770053.00

MOD 07

5001 N6298009RCAE401 124917.00
LLA :
AC 1791804 22T4 000 62980 0 068566 2D CAE401 629809AE257Q

MOD 07 Funding 124917.00
Cumulative Funding 894970.00

MOD 08

500101 N6298009RCGG403 79740.00
LLA :
AE 1791804 22T5 000 62980 0 068566 2D CGG403 629809GG257Q

500102 N6298009RCAE401 124917.00
LLA :
AC 1791804 22T4 000 62980 0 068566 2D CAE401 629809AE257Q

MOD 08 Funding 204657.00
Cumulative Funding 1099627.00

MOD 09

500201 N6298010RCAE401 243000.00
LLA :
AF 1701804 22T4 000 62980 0 068566 2D CAE401 629800AE257Q

MOD 09 Funding 243000.00
Cumulative Funding 1342627.00

MOD 10

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500201 N6298010RCAE401 66541.57
LLA :
AF 1701804 22T4 000 62980 0 068566 2D CAE401 629800AE257Q

MOD 10 Funding 66541.57
Cumulative Funding 1409168.57

MOD 11

500301 N6298011RCAE401 246000.00
LLA :
AG 1711804 22T4 000 62980 0 068566 2D CAE401 629801AE257Q

MOD 11 Funding 246000.00
Cumulative Funding 1655168.57

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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SECTION I CONTRACT CLAUSES

Note: All provisions of Section I of the basic contract apply to this task order (unless otherwise specified in the task order) plus the following (provided 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 contract prior to the expiration of the contract.
- (b) If the Government exercises an option, the extended contract shall be considered to use this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 5002 through 5003 are incrementally funded. For these item(s), the sum of \$555,541.57 of the total price of \$566,556.57 is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and

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ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of P00009--~~\$243,000.00~~

P00010 ---- \$ 66,541.57

P00011 ---- \$246,000.00

(month) (day), (year) \$---

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Firm Fixed Price Contract Administration Plan