

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 27-Jan-2011	4. REQUISITION/PURCHASE REQ. NO. [REDACTED]	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY FISC, San Diego, Regional Contracts Department 937 North Harbor Drive, Suite 60 San Diego CA 92132 rose.hussak@navy.mil 619-532-2560	CODE N00244	7. ADMINISTERED BY (If other than Item 6) DCMA LOS ANGELES P.O. Box 9608 Mission Hills CA 91346-9608	CODE S0512A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Leonie Industries, LLC 17383 Sunset Blvd. Suite 420A Pacific Palisades CA 90272		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-10-D-6144-NW01
		10B. DATED (SEE ITEM 13) 03-Jan-2011
CAGE CODE 362N9	FACILITY CODE 182505466	

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.

(*)	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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: MUTUAL AGREEMENT
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Angelica A. Torres, Contracts Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Rose Hussak, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Angelica A. Torres (Signature of person authorized to sign)	15C. DATE SIGNED 31-Jan-2011	16B. UNITED STATES OF AMERICA BY /s/Rose Hussak (Signature of Contracting Officer)	16C. DATE SIGNED 31-Jan-2011

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GENERAL INFORMATION

The purpose of this modification is to incorporate DD Form 254 attached herein into task order. There is no change in price. 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 [REDACTED] by [REDACTED] to [REDACTED].

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

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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
5000	FISCSD Journalist/Media Assistant services (WCF)	1.0	Lot	██████████	██████████

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

for

Fleet & Industrial Supply Center, San Diego, CA

Office of Corporate Communications

1.0 SCOPE

Contractor shall provide journalist / media assistant to the Public Affairs Officer.

1.1 Organization to be supported.

Naval Supply Systems Command

Fleet and Industrial Supply Center. San Diego

3985 Cummings Road

San Diego, CA 92136

1.2 Clearances and Licensing.

All personnel assigned to this effort will be US citizens. In addition, personnel working on this task shall be fluent in the English language as exemplified in their written and verbal skills.

1.2.1 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems

1.2.2 Privacy Act. Work on this project requires that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

1.2.3 Work Requirement.

For the purposes of indicating scope of work only, the government work to be performed in the SOW is included below.

TOTAL HOURS

Base year - 2080 Hours

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2.0 STATEMENT OF WORK

This position is located at the Fleet and Industrial Supply Center, San Diego (FISCSD), Corporate Communications Office. The contractor shall serve as a journalist / media assistant to the Public Affairs Officer.

2.1 WORK EFFORT DESCRIPTION:

Contractor shall perform the following duties as assigned by the Public Affairs Officer:

- Plan, design, and execute internal and external communications and community relations programs to inform and educate stakeholders, customers, employees, public and foreign officials, community/business leaders, and the general public about FISC San Diego programs and activities.
- Develops, distributes and evaluates the effectiveness of informational materials to keep the work force, stakeholders, customer and the public fully informed. Uses a variety of methods and techniques in achieving communication goals, such as news releases, photographs, feature articles, exhibits, brochures, pamphlets, publications, etc.
- Reviews command strategic plans and pending functional/organizational changes in order to adapt public affairs initiatives to meet changing needs and realities. Evaluates the effectiveness of the program through surveys and focus groups.
- Assists in the development of employee and customer newsletters. Directs the production of displays, artwork, photographs and graphics.
- Loads information to command websites under release authority of FISCSD PAO and assists in management of unofficial command websites, including social networking outlets[as1].
- Organizes and coordinates print and broadcast media interviews with staff members and or arrangements with the media involving FISCSD activities. Some of these contacts may be antagonistic, especially when dealing with politically sensitive issues that affect the public and/or environment such as a fuel spill.
- Performs other duties as assigned.

3.0 SKILLS AND KNOWLEDGE REQUIRED FOR THE POSITION:

- Mastery of communication principles, methods and techniques and skill in apply this knowledge to the development, analysis and evaluation of public affairs campaigns conveying information to selected audiences interested in or affected by FISCSD programs. Ability to convey information to large and diverse audiences interested in or affected by Navy, NAVSUP, COMFISCS and FISC programs.

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- Demonstrated skill in developing written and electronic communications materials concerning a wide range of subjects and significant or complex issues related to FISCSD programs
- Skill in computer editing, photography, desktop publishing and in the use of computer hardware and software and other state-of-the-art technology for preparing material for various kinds of presentation and publications.
- Ability to exhibit sound and mature judgment, flexibility and decisiveness to rapidly developing/changing situations. Must remain poised and calm in the most stressful situations, and be able to handle preferences and criticisms while performing at a high level of competency. Tact, diplomacy and confidence are necessary to present a sensitive, professional command image.
- Skill in applying a variety of analytical techniques in gathering, analyzing and evaluating complex data and developing appropriate recommendations for consideration of the department head and other FISCSD management officials.
- Skill in analyzing programs and identifying the characteristics of target audiences and determining the most effective communication techniques to use in researching these publics.
- Successful completion of Defense Information School Public Affairs Qualification Course is desirable.

4.0 GUIDELINES AND RESPONSIBILITY:

The contractor shall comply with all applicable DOD safety, security regulations and procedures during the performance of this task order for the Office of Corporate Communications Fleet and Industrial Supply Center, San Diego. CA.

5.0 PERIOD OF PERFORMANCE:

The period of performance will be 365 days after award of contract (3 January 2011 - 2 January 2012).

6.0 WORK HOURS:

The contractor personnel are expected to conform to client agency normal business hours, Monday through Friday, 0800-1630, with the exception of Federal holidays. Actual hours of work will be agreed upon at commencement of work. Work outside of normal work hours, if required, will be discussed and agreed upon in advance between the Contractor and Public Affairs Officer.

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7.0 PLACE OF PERFORMANCE:

Fleet & Industrial Supply Center San Diego, Headquarters, Public Affairs Office, Naval Station San Diego, Bldg 116, San Diego, CA 92136

8.0 WORK ENVIRONMENT AND PHYSICAL DEMANDS:

Work is normally performed in a seated position with occasional movement to and from office equipment or other offices as required. Duties may include frequent periods of standing, walking, or stooping while visiting sites outside the normal workplace.

9.0 TRUSTWORTHINESS SECURITY -NAVY CONTRACT/TASK ORDERS

See SECTION H: SUP Clause 5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)

10.0 GOVERNMENT FURNISHED PROPERTY:

The government will provide adequate working space, all equipment (4e.g. desks, chairs, computers, and share printers, fax and copy machines) and expendable operating supplies, for the duration of the task order. The contractor shall maintain the assigned spaces in neat and orderly manner. Contractor shall only use government-furnished facilities and equipment to accomplish the tasks required under this order. Contractor shall not remove any government-furnished equipment or supplies from the worksite without the express written permission of the Disbursing Officer's Technical Representative or his/her designated representative.

11.0 CONTRACTOR FURNISHED PROPERTY: N/A

The contractor will be expected to provide their own laptop with air card capable of performing photojournalism duties to augment the Navy furnished Navy Marine Corps desktop computer system.

12.0 TRAVEL

None

13.0 NON-PERSONAL SERVICES STATEMENT:

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The contractor performing services under this order will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. The Contractor will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

14.0 GOVERNMENT MANAGEMENT OVERSITE:

Government management will provide general instructions on limitations, deadlines, how the work is to be completed. Additional instructions will be provided for any unusual assignments or those that vary from established procedures. The contractor's employee will independently carry out the assignments. Completed work will be spot checked by Government management for adherence to procedures, accuracy, and completeness. Deliverables will be evaluated on the quality level of the product(s), timeliness and adherence to Navy Publication Standards.

15.0 POINT OF CONTACT

The contracting officer's Technical assistance under this Task Order and the person responsible for performing inspection and acceptance of the contractor's performance at the destination are the following:

15.1 Public Affairs Officer, FISCSD: Mr. Aaron Schoenfeld

Voice Phone: 619-556-2221

E-mail: aaron.schoenfeld@navy.mil

15.2 Executive Director, FISCSD/Contracting Officer Representative: Mr. Michael Stames

Voice Phone: 619-556-2219

E-mail: michael.stames@navy.mil

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15.3 Task Order Manager (TOM)/Resource Mgmt Div Director, FISCSD: Ms. Georgia Shute

Voice Phone: 619-556-2250

E-mail: georgia.shute@navy.mil

[as1]By regulation, contractors may not act as official spokespersons or operate publicly accessible websites without a Navy official (with release authority) managing content.

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SECTION D PACKAGING AND MARKING

Packaging and marking shall be in accordance with Section D of the IDIQ contract.

There is no packaging and marking requirements for the services to be provided in response to the task order unless otherwise indicated by the Contracting Officer Representative (COR) or Task Order Manager (TOM).

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager, COR, or his/her duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

5000

1/3/2011 - 1/2/2012

Services to be performed hereunder will be provided at the place of performance as specified in the SOW.

The period of performance for this task order is date of task order award through 12 months thereafter.

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SECTION G CONTRACT ADMINISTRATION DATA

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:

	<i>Routing Table</i>
WAWF Invoice Type	<i>COMBO</i>
Contract Number	<i>N00178-10-D-6144</i>
Delivery Order Number	<i>NW01</i>
Issuing Office DODAAC	<i>N00244</i>
Admin Office DODAAC	<i>N00244</i>
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)	<i>N/A</i>

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Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (Cost Voucher)	<i>N40295/CFSD</i>
Acceptance At Other	<i>N/A</i>
Local Processing Office (Certifier)	
DCAA Office DODAAC (Used on Cost Voucher's only)	<i>N/A</i>
Paying Office DODAAC	<i>N50083</i>
Certifier/Acceptor email	richard.d.harvey@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:

Name	Email	Phone	Role
Richard Harvey	richard.d.harvey@navy.mil	619-556-2902	WAWF POC
Yolanda Gapunay	yolanda.gapunay@navy.mil	619-532-2254	Financial POC

CONTRACT ADMINISTRATION PLAN (CAP)

FOR FIXED PRICE CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

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- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference if applicable.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

3. The paying office is responsible for making payment of proper invoices after acceptance is documented (WAWF).

4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract 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 scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical
Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract or order. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

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(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance as applicable.

d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The COR shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

Accounting Data		Amount
SLINID	PR Number	
5000	130018039600002	██████████

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LLA :
AA 97X4930 NC1E 252 91022 0 050120 2F 000000 A00000632955
Standard Number: N5014011PR00374

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

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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 SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

52.219-6 Notice of Total Small Business Set-Aside (Jun 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. (End of clause)

5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing

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directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

Non-Sensitive Positions

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and

Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions

Two FD-258 Applicant Fingerprint Cards

Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI.

The Contractor's Security Representative shall be responsible for initiating reinvestigations as required.

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Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

SF-85P Questionnaire for Public Trust Positions

Two FD-258 Applicant Fingerprint Cards

Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment

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shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor's basic SeaPort IDIQ contract is incorporated in this task order by reference.

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SECTION I CONTRACT CLAUSES

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

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(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in the WAWF clause, Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER
(JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract 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 contract.

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

Name: Contracting Officer

Address: Contracting Department , Code 230

Fleet & Industrial Supply Center, San Diego (FISC-SD)

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937 North Harbor Drive

San Diego, CA 92132

Telephone: (619) 532-3440

CLAUSES INCORPORATED BY REFERENCE

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

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

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SECTION J LIST OF ATTACHMENTS

1) DD-254 (Mod 01)