

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 07	3. EFFECTIVE DATE 22-Apr-2009	4. REQUISITION/PURCHASE REQ. NO. N61331-09-MR-58896		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 phillip.e.morris@navy.mil 850-235-5387	CODE N61331	7. ADMINISTERED BY (If other than Item 6) NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001		CODE N61331

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Innovative Professional Solutions, Inc 8317 Front Beach Road, Suite 17D2 Panama City Beach FL 32407-4804		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4068-HR01
		10B. DATED (SEE ITEM 13) 13-Jan-2006
CAGE CODE 1XZW5	FACILITY CODE 101534548	

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 type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.232-22 LIMITATION OF FUNDS

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) Tammy L Bair, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Tammy L Bair (Signature of Contracting Officer)	22-Apr-2009

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GENERAL INFORMATION

AUTHORITY: FAR 52.232-22 LIMITATION OF FUNDS. The purpose of this modification is to exercise the option for Award Term 4, CLIN 4000, thereby extending the period of performance from inception of task order to 17 Jun 2010 and to add incremental funding. Accordingly, said Task Order is modified as follows: Add subclin 400001 in the amount of \$125,000. A conformed copy of this Task Order is attached to this modification for information purposes only.

The total amount of funds obligated to the task is hereby increased by \$125000.00 from \$441351.00 to \$566351.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Airborne Mine Countermeasures (AMCM) In-Service Engineering (ISEA) Support in accordance with the attached Statement of Work BASE YEAR: DATE OF AWARD - 30 SEP 2006 (O&MN,N)	1605.0 LH	\$81,463.00	\$5,119.00	\$86,582.00
100001	ACRN:AA \$30,000.00 PURCHASE REQUEST NUMBER 52802416 (O&MN,N)				
100002	ACRN:AB \$56,582.00 PURCHASE REQUEST NUMBER 60394388 (O&MN,N)				
1001	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Airborne Mine Countermeasures (AMCM) In-Service Engineering (ISEA) Support in accordance with the attached Statement of Work YEAR 2: 1 OCT 2006 - 30 SEP 2007 (O&MN,N)	2140.0 LH	\$106,722.00	\$7,099.00	\$113,821.00
100101	ACRN:AC \$75,000 PURCHASE REQUEST NUMBER 63066101 (O&MN,N)				
100102	ACRN:AE \$33,500 PURCHASE REQUEST NUMBER 70258689 (O&MN,N)				
100103	ACRN:AF \$5,319				

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PURCHASE REQUEST
NUMBER 71766731
(O&MN,N)

1002	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Airborne Mine Countermeasures (AMCM) In-Service Engineering (ISEA) Support in accordance with the attached Statement of Work YEAR 3: 18 Jun 07 - 17 Jun 08 (O&MN,N)	2140.0 LH	\$110,815.00	\$7,383.00	\$118,198.00
100201	ACRN:AD \$118,198 PURCHASE REQUEST NUMBER 71234959 (O&MN,N)				
1003	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Airborne Mine Countermeasures (AMCM) In-Service Engineering (ISEA) Support in accordance with the attached Statement of Work (O&MN,N)	2140.0 LH	\$115,072.00	\$7,680.00	\$122,752.00
100301	ACRN:AG \$122,752 PURCHASE REQUEST NUMBER 81236222 (O&MN,N)				
4000	TERM FORM TASK ORDER - SEE FAR 16.306(d)(2) Airborne Mine Countermeasures (AMCM) In-Service Engineering (ISEA) Support in accordance with the attached Statement of Work YEAR 5: 18 June 2009 - 17 June 2010 (O&MN,N)	2140.0 LH	\$119,493.00	\$7,989.00	\$127,482.00
400001	ACRN:AH REQUISITION 90860122 \$125,000 (O&MN,N)				

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EXERCISE OF OPTIONS

The Award Term provisions in Section H of the contract apply to option items 1001, 1002, 1003 and 4000. If elected, award term options will be exercised prior to the end of the then current contract year. For example, the option for Year 2 will be exercised prior to the end of the Base Year, the option for Year 3 will be exercised prior to the end of Year 2, and so on. Exercise of options for performance beyond the expiration of the basic contract on 7 Apr 2009 is contingent on the basic contract being extended by the PCO.

INCREMENTAL FUNDING SCHEDULE

All CLINs under this order may be incrementally funded. The Government anticipates that funding will be allotted in accordance with the following schedule:

CLIN 1000:

Upon award - \$30,000.00

NLT 31 March 2006 - \$56,582

CLIN 1001:

14 November 2006 - \$75,000

Approx. 31 May 2007 - \$38,821

CLIN 1002:

18 June 2007 - \$118,198 fully funded

CLIN's 1003 and 4000: Funding schedules for these option CLIN's will be established at the time the options are exercised.

Notwithstanding the above funding schedule, the contractor is only obligated to continue performance of any CLIN up to the point at which the total amount payable by the Government is equal to the funded amount. FAR clause 52.232-22 LIMITATION OF FUNDS (APR 1984) in section I of the basic contract applies.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SEE ATTACHED STATEMENT OF WORK

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SECTION D PACKAGING AND MARKING

PACKAGING AND MARKING

Packaging and marking, if applicable, shall be in accordance with best commercial practices.

SHIP TO ADDRESS
NAVAL SUPPORT ACTIVITY PANAMA CITY
ATTN: RECEIVING OFFICER
100 VERNON AVENUE
PANAMA CITY BEACH FL 32407-7018
FOB: DESTINATION

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE

Inspection and acceptance of deliverables will be by Government personnel at the Naval Support Activity, Panama City, Florida.

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SECTION F DELIVERABLES OR PERFORMANCE

PERIOD OF PERFORMANCE

The period of performance for the base year will be from date of award until 30 September 2006. The period of performance for each of the four option years (if exercised), will be as follows:

Year 2 Option: 1 October 2006 – 30 September 2007

Year 3 Option: 18 Jun 07 - 17 Jun 08

Year 4 Option: 18 Jun 08 - 17 Jun 09

Year 5 Option: 18 Jun 09 - 17 Jun 10

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDER MANAGER
BYRON MATTHEWS, CODE A22
NAVAL SURFACE WARFARE CENTER PANAMA CITY
110 VERNON AVENUE
PANAMA CITY FL 32407
byron.matthews@navy.mil
Phone (850) 235-5693

CONTRACT SPECIALIST
PHILLIP MORRIS, CODE XPS1
NAVAL SURFACE WARFARE CENTER PANAMA CITY
110 VERNON AVENUE
PANAMA CITY FL 32407
phillip.e.morris@navy.mil
Phone (850) 234-5387

INVOICING INSTRUCTIONS

(a) The contractor shall submit vouchers on Standard Form 1034 not more often than once a month. The vouchers shall contain the following statement signed by an authorized company representative:

This is to certify that the services set forth herein were performed during the period stated.

Contractor's Authorized Representative

Date of Invoice/Voucher

(b) The vouchers shall be prepared in accordance with this clause and the clauses entitled "Allowable Cost and Payment" (FAR 52.216-7) and "Fixed Fee" (FAR 52.216-8), and shall include:

- (1) Contract and order number.
- (2) Costs incurred and fixed fee billed.
- (3) Direct labor hours by labor category.
- (4) Other direct costs to be specified and substantiated.

(c) The contractor shall submit the original plus one copy of each voucher to the Contract Specialist identified in Section G, and one copy to the Task Order Manager (TOM). The Contracting Officer will certify all approved vouchers, and forward them electronically to the cognizant paying office for payment.

(d) The TOM will review his copy of the voucher and notify the Contracting Officer of any deficiencies. The Contracting Officer will be responsible for taking an appropriate offset on a subsequent voucher and notifying the contractor in writing of the action taken. The contractor shall be required to resolve the billing discrepancy with the Contracting Officer and resubmit a separate voucher covering any disputed portion.

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Accounting Data

SLINID	PR Number	Amount
100001	52802416	30000.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31A2K0602010		

MOD 1

100002	60394388	56582.00
LLA :		
AB: 97X4930 NH1E 000 77777 0 000178 2F 000000 31A2K0605007		

MOD 3

100101	63066101	75000.00
LLA :		
AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31A2K070201A		

MOD 4

100201	71234959	118198.00
LLA :		
AD 97X4930 NH1E000 77777 0 000178 2F 000000 31A2K0705001		

MOD 5

100102	70258689	33500.00
LLA :		
AE 97X4930 NH1E 000 77777 0 000178 2F 000000 31A2K0705070		
100103	71766731	5319.00
LLA :		
AF 1771810 88JC 312 SASLM 0 068342 2D 000000 JCRS00000000		
Standard Number: N0002407WX30505, AA		

MOD 6

100301	81236222	122752.00
LLA :		
AG 1781319 7505 253 SASLM 0 068342 2D 005120 Q20470000010		
Standard Number: N0002408WX11682 ACRN: AB		

MOD 7

400001	90860122	125000.00
LLA :		
AH 97X4930 NH1D 000 77777 0 061331 2F 000000 31A2K0904901		

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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.

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

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

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

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

AWARD TERM

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of performance. For each year of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are positive for Year 1, the contractor earns Year 2; if ratings are positive for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are negative for any year, then the order is ended. The evaluation criteria and the award term procedures are described in section 9.0 below, "Award Term Plan".

AWARD TERM PLAN

The Government will assess the quality of the Contractors performance as follows:

a. Evaluation Criteria. The evaluation criteria are as follows:

- Quality of product or service
- Schedule

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· Cost control / achieving guaranteed savings

· Business Relations

· Management of Key Personnel

b. Ratings. The adjective ratings used are “unsatisfactory”, “marginal”, “satisfactory”, “very good” and “exceptional”. The contractor must receive a rating of satisfactory or better on each of the above evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the above criteria will result in the incentive not being earned.

c. Evaluation Period. Each year of the order shall be equivalent to one (1) evaluation period. Interim evaluations will also be conducted as described below.

d. Personnel. The Government evaluation team shall consist of an Assessing Official, performance monitors, and a Reviewing Official.

(1) Assessing Official. The Assessing Official considers all information from performance monitors and other pertinent sources and prepares written reports evaluating the contractor’s performance.

(2) Performance Monitors. Performance monitors monitor the contractor’s performance at the task order level and provide input to the Assessing Official to be used in preparing performance reports. Monitors may provide written and verbal input as directed by the Assessing Official.

(3) Reviewing Official. The Reviewing Official is responsible for reconciling any disagreements between the Assessing Official and the contractor, and for finalizing ratings and closing reports whenever such disagreements exist.

e. Interim Evaluations. An interim evaluation shall be conducted at the midpoint (i.e., six months) of each evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor’s current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

f. End-of-Period Evaluations. No later than 15 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs with the ratings in the report, then the Assessing Official will finalize the ratings and close the report. If the contractor does NOT concur with ratings, then the Assessing Official will forward the report to the Reviewing Official. The Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later than the final day of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

g. Award-Term Incentive Determination. As stated above, the contractor must receive a rating of satisfactory or better on each of the evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to exercise the option for the next year of the order. If the incentive has not been earned, then the option for the next year will not be exercised and the order will be ended.

h. Changes to the Award-Term Plan. This Award-Term Plan is a part of the order and can only be changed by a bilateral modification to the order. Either party may propose a change to the Award-Term Plan at any time. However, if either party desires a change to the plan and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

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SECTION I CONTRACT CLAUSES

APPLICABLE CLAUSES ARE CONTAINED IN SECTION I OF THE BASIC CONTRACT

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SECTION J LIST OF ATTACHMENTS

Statement of Work

Contract Data Requirements List

Contract Security Classification Specification, DD Form 254