

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE 30-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Gryphon Technologies, LC 6301 Ivy Lane Suite 300 Greenbelt MD 20770		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4061-0004
		10B. DATED (SEE ITEM 13) 01-Apr-2008
CAGE CODE 05TP2	FACILITY CODE 942207838	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). FAR 43.103(b)(1)
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)	01-Oct-2009

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GENERAL INFORMATION

PURPOSE:

This unilateral modification is issued to: (1) replace the current Task Order Manager (TOM) for this order.

MODIFICATION:

A conformed copy of this Task Order is attached to this modification.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C.1 BACKGROUND

In support of Command, Control, Communications, Computers, Command and Intelligence (C5I) Modernization, the Naval Surface Warfare Center, Dahlgren Division (NSWCDD) is tasked by the Naval Sea Systems Command (NAVSEA) SEA 21 Team Ships to provide Programmatic and Technical engineering, design, and integration support for all PMS 470 Mine, Amphibious, Auxiliary, and Command (MAAC) Class Ships including Mine (MCM 1, MHC 51), Amphibious (LHD 1, LHA 1, LPD 4, LPD 17, LSD 41/49), Patrol Craft (PC1), Auxiliary (AOE 1/6, AS 39 and ARS 50), and Command (LCC 19/20, AGF 3) Class Ships and future MAAC ships including LPD 17 class and LHA 6 class. These efforts include C5I integration and engineering, development of support for the Ship Integration Working Group (SIWG), review and develop Ship Change Documents (SCDs), associated technical information, maintenance (C5I Ship Impact Report), update of supporting databases, and participation in programmatic and technical meetings.

C.2 CONTRACT GOALS

The primary goals of this contract are to provide Programmatic, Systems Engineering, Integration, Planning, and Design engineering services in support of C5I Modernization and Strike Force deployments for the MAAC Class Ships. Below is a description of the tasks to be performed by the contractor, location of work, period of performance, deliverable schedule, and special requirements.

C.3 TASKS TO BE PERFORMED

C.3.1 Review Ship Change Documents (SCDs)

Provide technical support and review of SCDs in support of total ship integration engineering for the MAAC Class Ships. The technical support and review of the SCDs shall address change integration for command, control, combat/weapons systems, intelligence, surveillance, navigation, interior communications, radio communications, topside impacts, software impacts, electrical power impacts, cooling requirements, weight impacts and space allocation. The contractor shall ensure changes to C5I spaces also address applicable Marine Corp (MARCOR) and interoperability requirements. Where installation discrepancies are noted the contractor shall provide recommendations for resolution of the discrepancy and where topside impact is determined the contractor shall notify the Integrated Topside Design Team. In support of the review, identify all conjunctive changes by reviewing Target Configuration Date (TCD) Waiver Messages, Non-Standard Installation Messages, Quarterly Installation Plan Messages, General Message traffic, and A+Sea Demonstration/Exercise requirements.

C.3.1.1 Deliverables

SCD Technical Review Comments. Twenty-five (25) per month.

C.3.2 Prepare Ship Change Documents

Provide technical support to fleet and other program office SCDs preparers for initial review and submittal. The preparation/prescreen of the fleet SCDs shall include coordination with the Ship/Port Engineer. All SCDs shall be coordinated with Planning Yard representatives to identify the specific requirements to be met and the appropriate solution to mitigate the problem. The preparation/prescreen of Program office SCDs will apply all the tenets of the One Book for successful submission into the SHIPMAIN process.

C.3.2.1 Deliverables

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Provide draft SCD, including Technical Analysis (TA), Cost Benefit Analysis (CBA), Alteration Figure of Merit (AFOM) analysis, and planning documents/rationale in support of fleet/program office change request. Provide reports/rationale for prescreen SCDs. An estimate of twenty-four (24) prescreen requirements per year with delivery of documentation or report ten (10) working days after identification of a design/installation issue. Provide final documentation 30 days after tasking.

C.3.3 Develop Ship Impact Assessment (SIA) Reports

Develop and update reports detailing impact of integration of new SCD/Shipalts with current ship infrastructure. This impact report will not only detail impact of the new equipment but will also focus on the impact of current ship services. Provide technical input and support for integration of the SCDs into current shipboard command, control, combat/weapons systems, intelligence, surveillance, navigation, interior communications, radio communications, topside, software, electrical power, cooling requirements, weight impacts and space allocation for Amphibious, Command and Auxiliary Ships (hull-specific, class, and strike group). Liaison with availability/platform managers, port engineers, waterfront representation, planning yards, and SYSCOM experts (ex. MARCOR, NAVAIR, SPAWAR, etc.) to address C5I related issues.

C.3.3.1 Deliverables

Provide reports within 20 days on SCDs, as assigned, based on phase/completeness of the change information. It is estimated that no more than six (6) SIA reports per month will be required. These SIAs will require update within 20 days, as assigned, and as SCDs progress from initial phase to final phase.

C.3.4 Provide Technical Support

Provide technical input and support for MAAC Ships to identify and respond to C5I and Fleet Modernization Program (FMP) technical issues. Provide technical input and support for the initial analysis of change issues to the integration of command, control, combat/weapons systems, intelligence, surveillance, navigation, interior communications, radio communications, topside, software, electrical power, cooling requirements, weight impacts and space allocation for Amphibious, Command and Auxiliary Ships (hull-specific, class, and strike group). Liaison with availability/platform managers, port engineers, waterfront representation, planning yards, and SYSCOM experts (ex. MARCOR, NAVAIR, SPAWAR, etc.) to address C5I related issues. Based on proposed/planned changes, provide technical inputs and review of ship technical design documentation to determine impact to the Combat System.

C.3.4.1 Deliverables Provide technical responses regarding C5I Integration/Engineering issues (ex. C5I Modernization, Top Management Attention/Issue (TMA/I) items, SHIPMAIN drills, technical design, etc..) It is expected that the contractor will be required to respond to five (5) technical issues per month.

C.3.5 Develop C5I Ship Impact Report (CSIR) Data Packages

Develop CSIRs in support of the SIWG detailing impacts caused by incorporation of SCDs/SIAs programmed to be accomplished during Chief of Naval Operations (CNO) scheduled availability. Develop plan and presentation materials for C5I changes to each ship within a twenty-four (24) month availability planning window detailing integrated impacts/issues to support programmatic requirements of PMS 470/NAVSEA 21FT, Ship Design Managers, Program Acquisition Resource Managers (PARMs), and SYSCOM experts such as SPAWAR, NAVAIR, and MARCOR/SYSCOM.

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C.3.5.1 Deliverables

Preliminary CSIRs to be delivered 30 days prior to planned SWIG meetings with final reports delivered 10 calendar days prior to scheduled meetings. Update CSIRs as required within thirty (30) days after SIWG to incorporate results of the SIWG and other programmatic direction. A CSIR is required for each ship/class with an upcoming availability in the next 24 months.

C.3.6 Develop Integrated Data Packages (IDP)

Develop IDPs in support of the SIWG detailing impacts caused by incorporation of several SCDs/SIAs to be accomplished during a CNO scheduled availability. Develop an integrated engineering package using extracts from planning data in Navy Data Environment-Navy Modernization (NDE-NM), current ship configuration data, and new equipment Installation Control Drawings (ICDs) to develop impacts to affected spaces/systems, sketches of intersystem (Combat Systems, Comm. Systems and other hotel services) interfaces, impacts to interior communications, radio communications, topside, electrical power, cooling requirements, weight impacts and space allocation. Refine/collaborate with ship planning yards to ensure development of Ship Installation Drawings (SIDs) and appropriate planning is accomplished to enhanced availability effectiveness/efficiency during the yard industrial/testing periods.

C.3.6.1 Deliverables

Develop IDPs as assigned. Estimated rate of no more than one package per ship class/per year. Delivery of the IDP will be determined dependant on number/complexity of changes incorporated during the particular ship/class availability.

C.3.7 Provide Meeting Support

Participate in and provide inputs to periodic internal and external technical and program reviews, briefings and reports

C.3.7.1 Deliverables

Briefings, minutes and action items, for approximately five (5) meetings per month, provided three (3) working days after the meeting. Travel is required approximately one (1) time per month.

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C.3.8 Maintain C5I Software and Hardware Configuration Matrices

Update and complete the C5I Software and Hardware Configuration Matrix. Develop and maintain C5I Ship Impact reports which will be the basis for support of the SIWG on a quarterly basis. Maintain and update Software and Hardware Configuration Matrices. The matrices shall contain current and future data on the C5I configuration. This effort will track ship configuration changes using the NDE, the Afloat Master Planning System (AMPS) database, and analysis of Ship Maintenance Availability status reports.

C.3.8.1 Deliverables

Software and Hardware Matrices updated bi-weekly and delivered once a month.

C.3.9 Maintain Consolidated Software Delivery (CSD) Schedules

Update, maintain, and complete the CSD schedules. The schedule shall contain current and future data on the combat system configuration. This effort will track ship configuration changes using the NDE, the AMPS database, fleet messages, and analysis of Ship Maintenance Availability status reports.

C.3.10 Document Delivery Information

A single copy of all required reports covered in section C.3 are to be distributed via electronic media to the Task Order Manager unless otherwise directed. Documentation shall be prepared using NMCI approved Microsoft applications. Electronic submission via email is acceptable unless otherwise directed by the TOM.

C.4 Progress and Cost Reports

The Contractor shall provide a monthly status report to both the Task Order Manager (TOM) and Contract Specialist identified in Section G of the contract, beginning one month after award and monthly thereafter. The report should describe contract performance and financial status. The report shall reflect both prime and subcontractor data at the same level of detail. The report will include a summary of work. Any major risk factors or other issues will be identified as appropriate. Travel accomplished will be identified, along with any results and meeting minutes. Delivery shall be via e-mail in an NMCI-approved format and/or hardcopy.

While contractor format is acceptable, with Government approval, the following information at a minimum, shall appear in each Monthly Report:

a) Administrative Data:

1) Contract and Order Number, title, period of performance, and total value.

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- 2) Current period of performance, CLINs, and CLIN ceiling
- 3) Period covered by report
- 4) Chronology of order modifications (number, date, description)
- 5) List of approved key personnel and labor category

b) Performance Data:

- 1) Work performed by Task Area including deliverables and program support

c) Financial Data:

- 1) Base Period/Option Value
- 2) Anticipated Budget
- 3) Funds Received
- 4) Total Expenditures
- 5) Hours and Dollars Expended by Labor Category
- 6) Non-Labor Dollars Expended
- 7) Total Dollars Expended
- 8) Anticipated need date and amount for next incremental funding

C.5 Deliverables Acceptance Criteria

Contractor performance in each of the Tasks listed in Section C.3 will be evaluated against the following standard criteria:

- a) Timeliness. Delivery of products and services are within deadlines identified by the TOM or his representative.

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b) Quality. Products are complete, well coordinated with all related managers and personnel, and presented in a concise and understandable format. Services are provided in a professional, unbiased manner.

c) Accuracy. Information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source.

C.6 Special Requirements

C.6.1 Security Clearances

C.6.2 Facility Clearance

C.6.3 Government Furnished Information

The Government will provide data and information such as C5I Modernization Configurations, design documentation, planned upgrades, and alteration information for applicable ships as well as NAVSEA meeting schedules and agendas. The appropriate points of contact for stakeholder, and any relevant standards, instruction, or operational procedures will be provided within a reasonable time commensurate with schedules for deliverables. The Government will also provide access to Navy Marine Corps Intranet (NMCI) resources if required.

C.7 Travel Requirements

Travel will be as directed by the government and will include visits and coordination with those activities that currently support the MAAC Class Ships. The following is an annual estimate of the travel that may be executed during the course of this task:

Number of Trips	Number of Days	Number of People	Location
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2	5	2	San Diego, CA
10	3	2	Norfolk, VA
10	3	2	Dahlgren, VA

C.8 Other Information

C.8.1 Place of Performance

Work will be performed primarily at the Contractor's facility, which shall be within one-hour commute of the Washington Navy Yard in Washington, D.C. Meetings and interface with stakeholders will occur primarily at the Washington Navy Yard in Washington, D.C. 70% of all resumed key personnel shall be located within a one (1) hour driving time of the Washington Navy Yard in Washington, D.C.

C.8.2 Shipboard Protocol

The contractor shall ensure its personnel adhere to these requirements when performing shipboard tasking. Compliance shall be reported in the trip report.

-All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the responsibility of the contractor to determine the proper rules, regulation, action, policy and procedures.

-Alarms- actual or drill shall be reported and procedures appropriately adhered.

-Safety- hardhats, tag-outs, safety shoes, goggles, etc. as appropriate shall be utilized.

HAZMAT - Bringing hazardous materials aboard, using hazardous materials is strictly prohibited.

If the ship visit requires a material assessment of the ship or of the equipment, or if the visit constitutes a material impact on the ship; the designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration. The designated team lead shall, upon final departure, debrief the Commanding Officer or his/her designated representative as to the success of the tasking and the operating condition of the affected equipment.

C.8.3 Technical Instructions

Technical instructions as described in Section H may be issued for clarification of specific tasking under this order.

(End of Statement of Work)

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HQ C-2-0037* ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)(JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the order work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the order, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this order may create a potential organizational conflict of interest on the instant order or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this order shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this order. This prohibition shall expire after a period of three years after completion of performance of this order.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Order Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this order and for a period of three years after completion of performance of this order, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or

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services which is the subject of the work to be performed under this order. This exclusion does not apply to any recompetition for those systems, components, or services furnished pursuant to this order.

As provided in FAR 9.505 -2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this order, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this order or before the three year period following completion of this order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components, or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this order for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this order; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

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(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this order.

(n) Compliance with this requirement is a material requirement of this order.

USE OF INFORMATION SYSTEMS (IS) RESOURCES

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this Task Order. IS resources include, but are not limited to, computers, software, networks, and addresses.

Contractor Use of NSWCDD IS Resources

In the event that the contractor is required to have access to NSWCDD IS resources, the login name (common id) and associated information shall be registered with the NSWCDD site issuing authority. If the contractor requires access to applications/systems that utilize public key (PK) cryptography, the contractor is responsible for obtaining requisite PK certificates from a DOD or External Certificate Authority.

If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the Information Assurance Office. The accreditation shall include COR certification that the use and access is required by this contract.

Connections Between NSWCDD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCDD IS Security Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

Accreditation of Contractor-owned ISs

All ISs used in the performance of this contract will be accredited in accordance with the Defense Information Technology System Certification and Accreditation Process by the cognizant NSWCDD DAA.

DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other data is now

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frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital -form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(b) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital -form data and must be associated with the corresponding digital -form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human -readable form on a visible surface of the media carrying the digital -form data as delivered, to the extent possible.

Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site under this order. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The contractor shall have an active Hazard Communication Program in place for all contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the TOM with an inventory and Material Safety Data Sheet (MSDS) for these materials.

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

The contractor shall insure that all employees who have a NSWCDD badge and/or automobile sticker turn-in the badge and remove the sticker immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCDD Physical Security of all changes in their contract personnel requiring NSWCDD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCDD Physical Security in advance of the date, time and location where the NSWCDD representative may physically remove the employee's automobile sticker and retrieve the NSWCDD badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCDD Physical Security of the separation and make arrangements between the former employee and NSWCDD Physical Security for the return of the badge and removal of the sticker.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the Seaport Contract.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at NSWCDD, Dahlgren, VA by the Task Order Manager (TOM).

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based contract as defined in FAR Part 37.6 Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) provided below.

(b) The QASP defines that this evaluation and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>

QUALITY ASSURANCE SURVEILLANCE PLAN

1.0 The contractor's performance in each of the task areas of the Statement of Work will be continually monitored in conjunction with the SeaPort-E Contractor Performance Assessment System and the criteria set forth below. The written evaluation will be accomplished on an annual basis prior to exercise of option periods. The results of this evaluation will factor into the Government's option exercise determination and will be taken into account in the contractor's PPIRS evaluation. The primary Government official responsible for the QASP evaluation is the Task Order Manager (TOM) for the order. Other Government individuals having information relevant to the quality of contractor performance may assist the TOM.

2.0 Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, and general contacts with the contractor.

3.0 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

3.1 Quality of Product or Service – Addresses the extent to which the contractor (a) met contract technical requirements, including the technical accuracy and general quality (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/ data delivered (products are complete, well coordinated with all related managers and personnel, and presented in concise and understandable format); (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end

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product display more effective and (g) services are provided in a professional unbiased manner.

3.2 Schedule – Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the TOM or his representative.

3.3 Cost Control – Addresses the contractor’s overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns.

3.4 Business Relations – Addresses the responsiveness of the contractor’s upper-level management to Government concerns and needs, the effectiveness of the contractor’s management interface with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on both technical and management issues.

3.5 Management of Key Personnel – Addresses the overall quality of the contractor’s team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes team stability and the effectiveness of the contractor’s efforts to retain or attract qualified personnel.

Options will only be granted under the task order upon a determination of the contractor's satisfactory performance from the Task Order Manager.

QASP EVALUATION RATING LEVELS

Exceptional: Performance meets contractual requirements and exceeds many to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions initiated by the contractor were highly effective.

Very Good: Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions initiated by the contractor were effective.

Satisfactory: Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. Government intervention was occasionally required to ensure satisfactory performance.

Marginal: Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented. Frequent Government intervention was required.

Unsatisfactory: Performance did not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains serious problem(s) for which the contractor’s corrective actions appear or were ineffective. Regular Government intervention was necessary.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1000	4/1/2008 - 3/31/2009
1100	4/1/2009 - 3/31/2010
1150	4/1/2009 - 3/31/2010
3000	4/1/2008 - 3/31/2009
3100	4/1/2009 - 3/31/2010
3150	4/1/2009 - 3/31/2010

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

4000	4/1/2010 - 3/31/2011
4100	4/1/2011 - 3/31/2012
4200	4/1/2012 - 3/31/2013
6000	4/1/2010 - 3/31/2011
6100	4/1/2011 - 3/31/2012
6200	4/1/2012 - 3/31/2013

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SECTION G CONTRACT ADMINISTRATION DATA

POINTS OF CONTACT FOR THIS ORDER

The Task Order Manager (TOM) for this order is:

The Alternate Task Order Manager (ATOM) for this order is:

The Contract Specialist is:

The Contracting Officer is:

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (APR 2007)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment -related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR)

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Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The following information regarding invoice routing is provided for completion of the invoice in WAWF:

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	
Admin DODAAC	
Inspector DODAAC (if applicable)	
Acceptor DODAAC	
LPO DODAAC (if applicable)	
Pay DODAAC:	
DCAA Auditor DODAAC (if applicable)	

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
TOM: _____
Contract Specialist: _____

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

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(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1 -866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781 -4815 or margaret.morgan@navy.mil.

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. The man-hours are listed below. (The table below and the blank in paragraph (d) are to be completed by the offeror as part of their proposal.)

	TOTAL MANHOURS	Compensated	Uncompensated
Base Period	_____	_____	
Option 1 (Total)	_____	_____	
CLIN 1100	_____	_____	
CLIN 1150	_____	_____	
Option 2	_____	_____	
Option 3	_____	_____	
Option 4	_____	_____	

(b) Listed above are both the compensated and uncompensated man -hours associated with this task order. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the uncompensated column above, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this task order.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this task order and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non -work locations, unless telecommuting is specifically addressed in the contractors/subcontractors personnel policy and presented in the proposal, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 329 hours per week. It is understood and agreed that the rate of man -hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man -hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits

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which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this task order and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by task order modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this task order, the Contracting Officer, at its sole discretion, shall either:

(i) reduce the fee of this task order as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or

(ii) subject to the provisions of the clause of this task order entitled "LIMITATION OF COST" (FAR 52.232 -20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man -hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this task order.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this task order. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man - hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man - hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the task order, the Contractor shall submit, in addition, in the case of a cost under run; (5) the amount by which the estimated cost of this task order may be reduced to recover excess funds and, in the case of an under run in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man -hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

FUNDING PROFILE

It is estimated that these incremental funds will provide for the following:

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the task order.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special task order requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this order, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this order, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this task order at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this order shall not be paid until the order has been modified to reduce the fee(s) in accordance with the "LEVEL OF EFFORT" special task order requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(e) Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

(f) The fee reduction process applies to all period regardless of the level of funding. This order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total cost plus fixed fee.

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this order is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice.

FINALIZED FIXED FEE

The fixed fee for each period (base, option 1, etc.) will be finalized based on the total number of hours provided (both compensated and uncompensated, if applicable). If 100% or more of both of the compensated and uncompensated hours are provided, the contractor will receive the full fixed fee. If less than 100% of the compensated and/or uncompensated hours are received, the fixed fee shall be reduced as follows:

Step 1 - The fee will be reduced proportionate to the compensated hours provided - i.e., if 90% of the compensated technical hours were provided, 90% of the fee will be calculated.

Step 2 - If less than 100% of the uncompensated hours were provided, the fee calculated in Step 1 will be further reduced. Fee will be further reduced by the same percentage that uncompensated hours are deficient, i.e., if uncompensated hours are 20% deficient, then the total fee from Step 1 will be reduced by 20%. Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, security threat, or a facility related problem that prevents personnel from working, onsite contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, onsite contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

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When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205 -35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
 - (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

MANDATORY REQUIREMENTS

The following requirements are mandatory and **MUST BE MET PRIOR TO THE CLOSING DATE OF THE SOLICITATION** for an offeror to be considered eligible for the order. Mandatory requirements must be maintained throughout the period of performance:

Requirement 1:

See attachment J.1 DD Form 254.

Requirement 2:

Requirement 3: Workforce Location. The prime contractor's facility must be within one (1) hour driving time of the Washington Navy Yard, Washington, D.C., in order to be responsive for attendance at meetings, pick-up/delivery of materials, and/or work on classified documentation. 70% of all resumed key personnel must be located within a one (1) hour driving time of the Washington Navy Yard, Washington, D.C.

Requirement 4: OCI Certification/Mitigation Plan. The contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential organizational conflict of interest. The certification and/or mitigation plan shall cover all team members.

KEY PERSONNEL - DESIRED QUALIFICATIONS

To perform the requirements of the SOW, the Government desires personnel with the appropriate experience and professional development qualifications. Upon order award, the desired qualifications will become minimum qualifications for any additional and/or replacement personnel in Key Personnel categories beyond those individuals originally proposed.

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(a) Experience- The desired experience for each Key Labor Category is listed in Attachment J.2

(b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications, and similar evidence of professional accomplishments that directly impact the offerors ability to perform the contract. The years of experience listed in Attachment J.2 are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have the credentials to perform the work.

(c) Accumulation of Qualifying Experience - Categories of experience may be accumulated concurrently.

Ddl-H11 CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this task order is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this task order those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

(1) An explanation of the circumstances necessitating the substitution;

(2) A complete resume of the proposed substitute;

(3) The hourly rates of the incumbent and the proposed substitute;

(4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and

(5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) Requests for post award approval of additional and/or replacement key and non -key personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/ disapproval on behalf of the Contracting Officer. It is desired that resumes be submitted in the format stated on Ddl H16 below and with the following :

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- A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.

- If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

NON-KEY PERSONNEL - MINIMUM QUALIFICATIONS

In order to provide additional clarification to the Performance Work Statement, minimum qualifications are provided for Non-Key Personnel. The contractor shall provide Non-Key Personnel who meet or exceed the minimum qualifications provided by labor category in Attachment J.3. Prior to charging Non - Key Personnel labor under the order, the contractor shall provide a written certification stating the individual's name, labor category, and certification that the individual meets/exceeds the minimum qualifications of the labor category. This written certification shall be made by e -mail submission to the Contract Specialist and the TOM.

Ddl-H16 RESUME CONTENT REQUIREMENTS

All resumes submitted under this contract shall include, at a minimum, the following information:

- (a) Complete Name
- (b) Years of professional experience
- (c) Current Position/Title
- (d) Educational History/Professional Development
- (e) Chronology of Professional Experience
- (f) Current Level of Security Clearance

In addition, specific task related, relevant information is required. The task specific information may be included with each resume or it may be included elsewhere in the staffing section of the written proposal.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions issued electronically by the Contract Specialist on behalf of the Contracting Officer. As used herein, technical instructions are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

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(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SAVINGS INITIATIVES

The following cost savings initiatives are required under this order:

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.216-8 Fixed Fee (MAR 1997)

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE ORDER (MAR 2000)

(a) The Government may extend the term of this delivery order by written notice to the Contractor within the time periods specified in Section B, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended order shall be considered to include this option clause.

52.244-2 SUBCONTRACTS (AUG 1998) – ALTERNATE I (AUG 1998)

Paragraph (k) from the basic contract is completed as follows for this order:

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

There are no subcontracts under this task order.

The Contracting Officer's consent to a subcontract does not constitute a determination of the acceptability of the subcontract terms or price, or of the allowability of the costs.

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 DD 254 Contract Security Classification Specification, 4 pages

Attachment J.2 Key Personnel Desired Qualifications, 2 pages

Attachment J.3 Non-Key Personnel Minimum Qualifications, 1 page.

Attachment J.4 TOM Appointment, 2 pages

Attachment J.5 ATOM Appointment, 3 pages

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