

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE 29-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. 92652081	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)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4061-0005
	10B. DATED (SEE ITEM 13) 22-Sep-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)
SEE SECTION G

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 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) LIMITATION OF FUNDS CLAUSE FAR 52.232-22

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)	29-Sep-2009

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 18 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

CHEMICAL, BIOLOGICAL, RADIOLOGICAL AND NUCLEAR DEFENSE (CBRND) ENGINEERING AND TECHNICAL SUPPORT

1.0 SCOPE

Naval Surface Warfare Center-Dahlgren (NSWC DD) Code Z20 has been tasked by Naval Sea Systems Command (NAVSEA) Code 05P14, with the duties and responsibilities of the Chemical, Biological, Radiological and Nuclear Defense (CBRND) for the commodity areas of Detection, Collective Protection, Information Systems, Decontamination and Medical Systems; including Technical Design Agent (TDA), Acquisition Engineering Agent (AEA) and In-Service Engineering Agent (ISEA).

This performance-based Statement of Work (SOW) describes the effort to provide support to the Navy's CBRND programs.

The overall scope of this work is to provide program support for the following Commodity areas:

CBRND – The overall scope of CBRND programs is to develop and deploy equipment, systems, and practices that protect the warfighter from chemical, biological, radiological and nuclear attack:

- Collective Protection (COLPRO): Provides collective protection zones to protect personnel and vital ship spaces from toxic chemical, biological agents, and radioactive fallout.
- Decontamination (DECON): Provides equipment with the ability to conduct decontamination actions that enable the quick restoration of combat power, maintain/recover essential functions that are free from the effects of chemical, biological, radiological and nuclear (CBRN) hazards, and facilitate the return to pre - incident operational capability as soon as possible.
- Detection & Medical Systems: Provides detection equipment that is capable to continually provide the information about the CBRN situation at a time and place by detecting, identifying, and quantifying CBRN hazards in air, water, on land, on personnel, equipment or facilities. This capability includes detecting, identifying, and quantifying those CBRN hazards in all physical states (solid, liquid, gas).
- Individual Protection Equipment (IPE): Provides equipment with the capability to shield the force from harm caused by CBRN hazards by preventing or reducing individual exposures, applying prophylaxis to prevent or mitigate negative physiological effects.
- Information Systems (IS): Provides an architecture of information systems with the ability to characterize the CBRN hazard by developing a clear understanding of the current and predicted CBRN situation; collect and assimilate information from sensors, intelligence, medical, etc ... in near real-time to inform personnel, provide actual and potential impacts of CBRN hazards; envision critical SENSE, SHIELD, and SUSTAIN end states (preparation for operations); and visualize the sequence of events that moves the force from its current state to those end states.
- Information Technology (IT): Provides the software and databases necessary to track and report the CBRND equipment inventory in real time and provides for the rollup reports required for the annual report to Congress.

In addition, the scope of the CBRND effort is to provide technical input to the Joint Program Executive Officer

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 19 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(JPEO) to ensure Navy requirements are taken into consideration during system development, procurement, and fielding. The Navy is also required to sustain and maintain the readiness of CBRND new systems provided by the JPEO and legacy CBRND systems in the Fleet.

This work will provide support and technical services, to include Integrated Logistic Support (ILS), system analysis, engineering services, document development; plan, program, and budget for current and future year requirements across the Future Years Defense Program (FYDP); financial tracking, Fleet support scheduling, and distribution and installation of appropriate systems and equipment on afloat and ashore assets. Work will be identified in Technical Direction Letters (TDLs). The TDL will describe the effort, the labor category and period of performance. Travel will be required to/from various locations CONUS and OCONUS.

1.1 BACKGROUND

The Naval Surface Warfare Center Dahlgren (NSWC DD), through Code Z20 directly supports the Naval Sea Systems Command (NAVSEA) Office for Chemical and Biological Defense (CBRND). NSWC DD, Code Z20 provides a full spectrum of acquisition and in-service support to the Navy's Warfighting Enterprises; Fleet Readiness Enterprise (FRE), Surface Warfare Enterprise (SWE), Naval Aviation Enterprise (NAE) and Navy Expeditionary Combat Enterprise (NECE). In addition, NSWC DD, Code Z20 also provides a full spectrum of acquisition and in-service support to the Commander, Naval Installations Command (CNIC), Military Sealift Command (MSC) and limited support to the United States Coast Guard (USCG) and the Pentagon Force Protection Agency (PFPA).

1.2 QUALITY ASSURANCE

The Government will monitor the Contractor's contract work performance under this SOW by requiring progress reports, conducting on-site inspections, and inspecting contract deliverables for compliance to Task Order (TO) requirements.

2.0 APPLICABLE DOCUMENTS

It is the intent of this Statement of Work to fully implement the principles of the Department of Defense acquisition reform initiatives. Specifically, reference is made to the Secretary of Defense policy promulgated by memorandum on 29 June 1994 and the SECNAV policy memorandum of 21 December 1994 regarding the use of specifications and standards by all Navy programs. As stated in the memorandum, when performance specifications are not practical, non-Government (industry developed) standards shall be used. Only those military standards and specifications for which waivers have been obtained will be cited if appropriate or shall only be cited for guidance. The Contractor may voluntarily choose to use military specifications and standards in the execution of the contract.

The following documents, of the exact issue shown, form a part of this statement of work to the extent specified herein. It should be noted that the specifications or standards cited represents only one possible acceptable solution and that offerors may propose substitution of alternatives to the specified specification or standard. In the event of conflict between the documents referenced herein and the contents of this Statement of Work, the SOW shall apply.

- NAVSEA S0300-B2-MAN-010 (Series) – SUPSHIP Operations Manual
- NAVSEA S5090-CL-MMC-010, Pipe Jumper Hose System (PJHS) Kit No. 1 and Kit No. 2
- NAVSEA S6220-EM-MMO-010, Breathing Air Compressor (BAC)
- NAVSEA S6220-EV-MMO-010, Oceanus-E3 Compressor

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 20 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- NAVSEA S6225-BW-MMO-010, P-250 MOD-1
- NAVSEA S6226-CM-MMO-010/05748, Portable Submersible Pump
- NAVSEA S6226-NM-MMC-010, P-100 Portable Pump Unit
- NAVSEA S6290-AQ-MMC-010/09687, Portable Exothermic Cutting Unit
- NAVSEA S6470-AB-MMO-010, Chemical-Biological Mask, Type MCU-2/P, MCU-2A/P
- NAVSEA S9040-AA-GTP-010/SSCR (Series) – Shipboard Systems Certification Requirements for Surface Ship Industrial Periods (Non-Nuclear)
- NAVSEA S9074-AQ-GIB-010/248 – Requirements for Welding & Brazing procedure and performance qualifications
- NAVSEA S9086-QH-STM-010 (Series)-Shipboard BW/CW Defense and Countermeasures
- NAVSEA S9AAO-AB-GOS-010/GSO (Series) – General Specification for Overhaul of Surface Ships
- NAVSEA S9AAO-AB-GOS-030 (Series) – General Specification for Overhaul of Surface Ships (GSO) AEIGIS Supplement
- NAVSEA SS100-AJ-MMO-010, Firefighter Extraction Systems (FES)
- NAVSEA SS100-AK-MMA-010, Breathing Air Reducing Station (BARS) Technical Manual, Operation and Maintenance, Organizational and Intermediate Levels
- NAVSEA SS600-AA-MMA-010, Oxygen Breathing Apparatus (OBA) Type A -4 Technical Manual
- NAVSEA SS600-AS-OMI-010 Emergency Escape Breathing Device (EEBD)
- NAVSEA Standard 009-04 – Quality Management System; Provide
- NAVSEA Standard 009-06 – Protection During Contamination-Producing Operations and Maintaining Cleanliness Accomplish
- NAVSEA Standard 009-09 – Process Control Procedure (PCP); Provide and Accomplish
- NAVSEA Standard 009-11 – Insulation and Lagging Requirements; Accomplish
- NAVSEA Standard 009-12 – Welding, Fabrication, and Inspection Requirements; Accomplish
- NAVSEA Standard 009-22 – Shipboard Electric Cable; Test
- NAVSEA Standard 009-23 – Interferences; Remove and Install
- NAVSEA Standard 009-32 – Cleaning and Painting Requirements; Accomplish
- NAVSEA Standard 009-35 – Confined Space Entry, Certification, Fire Prevention and Housekeeping; Accomplish
- NAVSEA Standard 009-40 – Requirements for Contractor Cranes at Naval Facilities; Accomplish

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 21 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- NAVSEA T9074-AS-GIB-010/271 – Requirements for Non-Destructive Tests
- NAVSEA TL855-AA-STD-010 (Series) – Naval Shipyard Quality Program Manual
- NAVSEAINST 4280.2C – Master Agreement for Repair and Alterations of Vessels
- NAVSEAINST 4720.11 (Series) – Shipboard Installations and Modifications Performed by Alteration Installation Teams
- NAVSEAINST 9304.1 (Series) – Shipboard Electrical Cable and Cableway Inspection and Reporting Procedures
- NAVSEA S0420-AA_RAD-010 RASP Program Manual
- SAF 010
- NAVSEA Standard Item 009-73, "Shipboard Electrical/Electronic/
Fiber Optic Cable; remove, relocate, repair, and install
- NAVSEAINST S0400-AD-URM-010/TUM (Series) – Tag Out Users Manual
- TS9090-310D – Alterations to Ships Accomplished by Alterations Installations Teams
- ANSI Z39.18 – Scientific and Technical Reports – Elements, Organization, and Design
- ASME ANSI Y14.5M – Dimension and Tolerance
- CINLANTFLT/CINPACFLT 4790.3 (Series) – Joint Fleet Maintenance Manual
- DOD-STD-2101 – Classification of Characteristics
- Fan, Portable Medium Capacity (Box Fan) Technical Manual (Manufacturer)
- Fan, Water driven Technical Manual Ram Fan 2000 (Manufacturer)
- MIL-D-81992 – Directives, Technical, Preparation of
- MIL-DTL-31000 – Technical Data Package
- MIL-STD-961E – Defense and Program-Unique Specifications Format and Content
- NAVEDTRA 131 series, Personnel Performance Profile -Based Curriculum Development Manual
- NAVSHIPS 0347-0601, Model 777D-Bronze
- NAVSUP P548 Integrated Logistics Support Handbook
- NAVSUP P485 Vol. I Supply Procedures (Afloat) and Vol. II (Ashore)
- NAVSUP P529 Warehouse Modernization and Layout Planning Guide
- NSTM 077, Personnel Protective Equipment

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 22 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- NSTM 470, Shipboard BW/CW Defense
- Portable Electric-Powered All-Purpose Rescue Set (PEARS) P-16 Rescue System Owner Operation & Maintenance Manual
- Portable Electric-Powered All-Purpose Rescue Set (PEARS) P-40 & P-25 Power Pusher Ram Instruction Manual
- Portable Hydraulic Access and Rescue System (PHARS) Technical Manuals (3 Manufacturers)
- Radiac Policies and Procedures TM100.10 -20/5B
- SE 700-AA-MAN-100/RADIAC, RADIAC Policies and Procedures Manual, Volume 1, Navy RADIAC Program User's Manual
- TDA-99 Operators Manual.
- Technical Manual for MCU -2/P &A/P masks,
- TI 10010-20/5 CBR Serviceability Inspection Instructions
- TM 3-4240-341-10 Technical Manual Operators Instructions, M-45 Mask
- TM 3-4240-346-10 Operators Manual for M40A/1
- TM 3-4240-346-20&P Unit Maintenance Manual M40A/1 series masks
- TM 8415-10/3 Operators Manual Joint Service Lightweight Integrated Suit Technology Chemical Protective Ensemble
- 49 Code of Federal Regulations
- NSWCDLINST 5100.1 (series) Occupational Health and Safety Program Manual
- OPNAVINST 5100.23 (series) Navy Safety and Occupational Health Program Manual

3.0 TASK REQUIREMENTS

3.1 PROGRAM MANAGEMENT

The contractor shall provide comprehensive program management support to the Program Managers for the CBRND program offices. The contractor shall provide general program management and administrative support for new acquisition and in-service programs/initiatives. The contractor shall assist the Program Managers with oversight responsibilities for engineering and technical issues. Responsibilities for equipment include all components associated with equipment including, special tools, test, measurement, and diagnostic equipment (TMDE). The contractor shall prepare official correspondence (memorandums, letters and naval messages), prepare presentations and briefings (slide presentations), prepare program and technical point papers, develop program management plans, and provide general records filing.

3.2 ENGINEERING

The contractor shall provide comprehensive engineering expertise to support basic and applied research and engineering for the design, development, integration and testing of equipment and systems. The contractor

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 23 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

shall support the Program Manager's, Acquisition Engineering Agents (AEA's), Technical Direction Agents (TDA's) and In-Service Engineering Agents (ISEA's) by participating in, a wide variety of projects and programs that enhance the quality and reduce the cost of the Navy's CBRND equipment and systems.

3.2.1 ACQUISITION ENGINEERING. The contractor will be required to provide recommended resolution to problems encountered during the acquisition processes. The contractor shall perform searches of the technical literature, and participate in development research scopes of work, as needed in planning and prosecution of engineering projects, and may be expected to provide support documents. Some of the engineering functions associated with these programs include survey of technology to seek new materials or methods, prepare drawing and test report reviews, review competitive procurement package development, conduct critical part identification, perform contract reviews, conduct logistics engineering change proposal screening and processing, perform source inspections, participate in obsolescence management, and the standardization of tool development. Specifically the contractor shall participate in the following functions:

3.2.2 SYSTEMS INTEGRATION. The Contractor shall identify and document data to ensure equipment and computer program compatibility; system/component interface; identify and provide recommended solutions to equipment interface problems; review and monitor system tolerances; participate with the Government in performing system tests to assess performance, safety, operability, reliability and maintainability; and review Engineering Change Proposals (ECPs) for interface impacts in accordance with Government Furnished Information (GFI). The contractor shall coordinate and integrate all activities related to Human Systems Integration (manpower, personnel, training, human factors, and system safety, and health factors), identify design and performance issues, and develop and implement solutions. The Contractor shall annotate all recommendations made to the Government with rationale and justification for all assumptions used to arrive at any aforementioned recommendations.

3.2.3 ENGINEERING CHANGE KITS. The Contractor shall identify the requirement for Government Furnished Material (GFM); develop, assemble, and deliver Engineering Change Kits in accordance with MIL - D-81992; and validate these engineering change kits by doing initial installations. Source material, special equipment, and tools will be provided to the Contractor as GFI, GFE, and GFM.

3.2.4 TECHNICAL DATA SUPPORT. The Contractor shall develop engineering technical data packages, review technical data packages provided as GFI for technical accuracy, prepare subsequent changes for inclusion to the data package, make recommendations for changes with supporting rationale and, upon approval by the Government, incorporate these changes into the technical data package and evaluate these changes for their immediate or potential impact upon the data package. Delivered data packages shall meet the specified requirements of the associated task order.

3.2.5 ENGINEERING DRAWING MAINTENANCE. The Contractor shall prepare or modify engineering drawings and associated lists to meet the requirements of MIL -DTL-31000B, ASME Y14.100, ASME Y14.5M-94, and DOD-STD-2101, or other format as specified in the task order for specified equipment. The Contractor shall, as required, prepare or modify engineering change descriptions (Engineering Change Notices (ECNs), ECPs, and Notices of Revision (NORs)). The Contractor shall review technical data changes, provided as GFI, for technical accuracy, completeness, suitability, and adequacy for inclusion into the Technical Documentation. The Contractor shall have the capability to alter drawing originals, sketches, or draft versions of the drawings provided as GFI using conventional drafting tools/equipment, Computer Aided Drafting (CAD) Systems or computer drafting/management systems such as Engineering Documentation Management Information and Control System (EDMICS). Furnished material shall include a format sample or blank copy of each drawing format suitable for reproduction, as appropriate. All EDMICS related changes shall be performed on site at NSWC DD using GFE. All CAD related changes shall be made at the contractor facility using contractor's equipment. These changes shall be in such a format to be directly portable to the GFE EDMICS equipment by the Contractor. Prior to delivering completed drawing packages, the Contractor shall inspect each new or modified drawing to ensure compliance with ASME Y14.100.

3.2.6 DATA PACKAGE PREPARATION. The Contractor shall prepare a data package to meet the requirements of the specs and standards as specified in the task order utilizing Government furnished draft

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 24 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

versions of existing drawings. The Contractor shall review Government furnished Level 2 or developmental design drawings and verify completeness, identify missing or incomplete data, and bring drawing standards into compliance with ASME Y14.100, ASME Y14.5M-94, and DOD-STD-2101, or other applicable specs and standards cited in the task order. The Contractor shall recommend specifications; performance thresholds; suitable military specification components in the Navy supply system; and methods of testing, cleaning, inspection, and packaging to facilitate completion of the Level 3 or product level drawing technical data package to meet the specifications of the task order and provide the Government with their rationale for making such recommendations. Before acceptance by the Government, the technical data package shall meet the requirements of this SOW or as specified by TO.

3.2.7 ASSOCIATED DOCUMENTATION. The Contractor shall prepare, from Government Furnished Information, technical documentation, to support CBRND systems and programs. This documentation shall include systems and component specifications, technical manuals, user guides, application notes, installation drawings and checkout procedures, and technical bulletins. The Contractor shall ascertain that the resulting documentation ensures accuracy and faithfulness to the source technical information.

3.2.8 INSPECTION OF ENGINEERING DRAWINGS. The Contractor shall provide technical support for the review of engineering data packages describing configuration items acquired by the Government. The Contractor shall provide the requisite engineering (both design and production), logistics support analysis, and drafting expertise to review these data packages in order to determine their acceptability to the Government. This determination of acceptability by the Contractor shall consider the accuracy and adequacy of the data package, its compliance with contract requirements, its suitability for the purpose of the level specified by the Government, and that it meets the requirements of the contractually specified level of DOD-D-1000 or other applicable standard, DOD-STD-2101, ASME Y14.100, and ASME Y14.5M-94. The Contractor shall take into consideration the equipment life cycle cost, mission, contract requirements, and other data provided as GFI in conducting the review. The Contractor shall identify and document any aspects of the data package not meeting Government requirements and shall document the rationale for all determinations made on the issues listed above or as otherwise listed by the task order.

3.2.9 FIELD ENGINEERING. The Contractor shall perform field -engineering tasks related to maintaining and enhancing deployed equipment in accordance with the equipment's operational specifications or improved specifications as required in the task order.

3.2.10 INSTALLATION OF NEW EQUIPMENT. The Contractor shall perform ship and aircraft checks in accordance with installation drawings and specifications in preparation for installation of new equipment. The Contractor shall annotate ship and aircraft class drawings accordingly; however, these annotations will not constitute a change to the drawing content. The Contractor shall perform the installation of new equipment in accordance with the applicable installation drawings and procedures as specified in the task order. The Contractor shall conduct associated operational verification tests to assure operational integrity of the installed equipment. The Contractor shall review equipment installation requirements and documentation and provide recommendations with justifications to the Government. The Contractor shall receive, inventory and verify GFM such as spares, support equipment, technical data, fleet introductory material and modification kits for ship or aircraft outfitting at Government Furnished Facilities.

3.2.11 PRODUCT ENGINEERING. The contractor shall participate in system tests; functional interoperability, and reliability. The contractor shall analyze Test systems, either off -line or embedded, for effectiveness and suitability. Any test is only as valuable as the information it provides; test systems assessments maximizes this value. Interface assessment determines the functional interoperability (form, fit, function, safety, and interchangeability) between systems, systems and subsystems, and subsystems and components, throughout the life cycle. In addition, Interface Assessment provides calibration support for unique physical requirements. Equipment Assessment provides a total life -cycle view for hardware by integrating maintenance and management information into a single coherent picture. This single coherent picture supports numerous engineering analyses, including Safety, Reliability, Warranty, Location, Contract, Test and condition code information; Operational and Contingency stockpile reliability prediction; and maintenance and retrofit decisions.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 25 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.2.12 SYSTEMS ANALYSES. The contractor shall perform comprehensive analyses to identify alternative concepts and solutions for CBRND requirements. Collect and analyze performance data to develop and verify engineering models of equipment and systems. Conduct statistical analyses of experimental data to determine significance of measured effects and associated confidence levels. Apply state of the art analytical techniques to theoretical and empirical data to develop, refine, and verify detection and identification algorithms for chemical and biological detection equipment and systems.

3.3 TECHNICAL

The contractor shall provide comprehensive technical expertise to support the CBRND In -Service Engineering Agents (ISEA's). The contractor shall provide technical support for the in -service production, operation, training, test and maintenance of the Consortium of individual equipment and systems. The role of the ISEA is to establish and maintain long -term, lifecycle support for the equipment and to provide end users with day-to-day technical assistance. To provide these services, the contractor will support the ISEA to establish and maintain the required system engineering and logistics capabilities for: 1) a technical data repository; 2) an accurate configuration management files; 3) a readiness assessment program to include a Reliability, Maintainability, and availability (RMA) database. The contractor will support the development of Navy Reliability Centered Maintenance (RCM) in accordance with OPNAVINST 4790.

3.3.1 ROUTINE TECHNICAL ASSISTANCE. The contractor shall respond to routine and emergent end user technical issues and questions. The contractor will interface with appropriate organizations including, Equipment Item Managers, disseminate information and prepare for issue message advisories concerning technical, materiel readiness and logistics issues as required.

3.3.2 TECHNICAL DATA SUPPORT. The contractor shall develop, review, update, track and provide comments and recommendations for selected portions or complete technical data packages. The technical data packages will include, but not be limited to, drawings, specifications, Technical Repair Standards (TRSs), Navy Maintenance Requirements, Maintenance Task Analysis, Installation Operation and Checkout procedures (IOCs), Engineering Change Proposals (ECPs), Ship Alteration Records (SARs), Level of Repair Analysis (LORA), Transportability Design Criteria, Repair/Discard decision criteria, and Ship Installation Drawings (SIDs).

3.3.3 TECHNICAL DATA REPOSITORY. The contractor shall maintain a repository of technical information on the Consortium of individual equipment and systems. Information on items to be maintained in the repository will include, but not be limited to, Naval Ship Technical Manuals (NSTM's), manufacturer technical manuals, drawings, specifications, Technical Repair Standards (TRSs), Installation Operation and Checkout procedures (IOCs), Engineering Change Proposals (ECPs), Ship Alteration Records (SARs), and Ship Installation Drawings (SIDs).

3.3.4 SHELF-LIFE MONITORING & PRODUCTION LOT TESTING . The contractor shall: 1) gather and communicate information from surveillance programs on shelf -life and disposal of CBRND equipment to end users; 2) participate in meetings and activities of the Joint Service IPE Technical Working Group and the NBC Shelf Life sub Integrated Product Team (IPT); 3) coordinate lot testing of Navy IPE for shelf -life extension with the Joint CBRN Equipment Assessment Program; 4) identify material defects and degradation trends; 5) investigate and establish cause of material defects/deficiencies; 6) provide recommendations for corrective actions; 7) conduct a thorough review of lot #'s for equipment that is currently fielded and in storage waiting to be fielded; 8) identify by lot # when equipment will need surveillance/shelf-life extension and ensure that the appropriate amount of these lot #'s are obtained and set aside for testing; 9) identify any obsolescence issues.

3.3.5 CONFIGURATION MANAGEMENT FILES. The contractor shall provide a common and consistent way to manage configuration via the configuration data management process residing within the in -service engineering activity. Version control is essential for software development, managing web sites, documentation, engineering drawings, government and business sensitive documents, and other documentation which must be archived and controlled.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 26 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.3.6 READY ASSESSMENT PROGRAM. The contractor shall collect common data and standardized metrics into a relational database that will aid in the improvement of equipment reliability, maintainability and availability (RMA). The contractor will analyze this data and make recommendations for the assignment of sustainment priorities, allocation of maintenance resources, and determination of fiscal budgets for overall lifecycle support of the CBRND equipment.

3.4 LOGISTICS

The contractor shall provide comprehensive integrated logistics support expertise in support of life cycle management for the CBRND equipment. The contractor shall participate in a multitude of recurring logistic activities, meetings and teleconferences and will work closely with Stakeholders, Material Developers, Equipment Item Managers and In-Service Engineering Agents (ISEA's) to ensure that the Navy's warfighter is provided with fully supportable and affordable equipment and systems. This includes ensuring that: 1) there is consistency across the Navy programs; 2) ILS documentation reflect appropriate support strategy; 3) acquisition guidelines and requirements are being met; 4) proper support data elements are factored into the Life Cycle Cost (LCC) estimates; 5) the program is executable and sustainable. In support of these logistics program goals the contractor will develop, implement and maintain a Logistics Data Base Management System and develop/review independent logistics assessment documentation.

3.4.1 PROGRAM STRATEGY. The contractor shall review current and future Program Strategies and fielding plans to include the Integrated Logistics Support Plan (ILSP) and determine the impacts of the logistic elements as to how they impact supportability. The contractor shall recommended program redirection such as, changes in OPNAV fielding priorities, fielding numbers, fielding configurations, changes in employment concepts, changes in shelf-life rules etc.

3.4.2 LOGISTICS DATABASE MANAGEMENT SYSTEM. The contractor shall develop a management system that includes the logistics support function and all of its independent disciplines such as lifecycle costing, reliability and maintainability engineering, spares determination and all other indices associated with managing the end item.

3.4.3 SUPPORT EQUIPMENT. The contractor shall review the ability to perform required maintenance and the need for support equipment, including tools, calibration equipment, performance monitoring, fault isolation equipment and material handling devices. The contractor shall make recommendations as appropriate.

3.4.4 SUPPLY SUPPORT. The contractor shall analyze the requirements for spares and repair parts required to operate and maintain equipment. Consumable or expendable items are also included in this category. For hardware supply support, the contractor shall include the provisioning phase; development of the allowance equipage list (AEL), which will drive replenishment of spares. For software supply support, the contractor shall include the provisioning for software and firmware and phased refresh of the media.

3.4.5 MANPOWER AND PERSONNEL. The contractor shall determine the needs for military and civilian manning with the skills required to operate and maintain a system over its lifetime at peacetime and wartime rates. The contractor will collect data that the contractor will synthesize into a model that will provide an estimate for the manpower and personnel requirements for each of the scenario's discussed.

3.4.6 TRAINING. The contractor shall analyze the processes, procedures, devices and equipment requirements that are needed to train civilian, active duty, and reserve military personnel to operate and maintain the systems. This includes individual and crew classroom training, as well as formal on the job training. The contractor will also be required to provide basic familiarization training for the CBRND equipment. The contractor should be able to assist in the development of Navy TRPPM, NTSP and training items including proficiency training, ILE and similar computer based/multimedia training products.

3.4.7 WEB MANAGEMENT. The contractor shall have the capability to assist in the development and operation of web sites in support of this contracts CBRD task.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 27 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.4.8 PACKAGING, HANDLING, STORAGE AND TRANSPORTATION. The contractor shall serve as the Subject Matter Expert (SME) to evaluate and recommend the best practices for protecting systems against packaging/handling/transportation and storage environments that are inherent in production, deployment and sustainment of the systems, support equipment and components. Contractor will adhere to all Department of Transportation (DOT) shipping regulations. All shipments containing radioactive material must adhere to local shipping policies and permits.

3.4.9 CONFIGURATION MANAGEMENT. The contractor shall maintain the desired configuration (form, fit, function and interface), facilitate tracking of fielded units, provide necessary spares, meet contingency requirements, maintain technical data, provide upgrades and improvements that enhance the equipment availability and lower life cycle cost.

3.4.10 TECHNICAL DATA. The contractor shall maintain and update as required the logistics technical data such as technical manuals, engineering drawings, technical repair standards and other related technical documentation that is required for operating, testing, and repairing and maintaining systems, subsystems and components.

3.4.11 FACILITIES. The contractor shall analyze and make recommendations as to the type and amount of facilities required to support in-service, new or modified equipment/systems.

3.4.12 COMPUTER LIFE CYCLE SUPPORT. The contractor shall analyze and make recommendations as to the requirements for mission critical and non-mission critical computer support resources. System design and supportability trade-offs must consider software and firmware impact on each logistics element.

3.4.13 INDUSTRIAL BASE ASSESSMENTS. The contractor shall analyze the CBRND industrial base then develop and recommend comprehensive strategies that advocate all elements of Industrial Preparedness that are responsive to warfighter priorities.

3.5 BUDGET FORMULATION

The contractor shall assist with development of comprehensive multi-year (POM and PR) budget submissions in support of the In-Service Engineering Agents (ISEA's), Acquisition Engineering Agents (AEA's), Technical Direction Agents (TDA's) and Program/Project Managers (PM's) that supports the Navy's Chemical, Biological, Radiological and Nuclear Defense (CBRND) programs.

3.5.1 BUDGET PREPARATION. The contractor shall work with the ISEA's, AEA's, TDA's and PM's to translate current program requirements, plans, and strategies into accurate and defensible budget exhibits. The contractor will keep the PM's (responsible for overall budget coordination in their assigned program) fully apprised of upcoming requirements and submission due dates, so that they will be able to thoroughly brief project managers, branch heads, division directors, etc ... as required, prior to budget submission.

3.5.2 BUDGET JUSTIFICATION. The contractor shall assist field activities to prepare and organize budget justification material, and will coordinate efforts to participate in reviews and information queries during the budget approval process.

3.5.3 BUDGET EXECUTION. The contractor shall support field activities with the Task Plan generation process by participating in Task Plan reviews, and identifying planned funding levels for activities.

3.5.4 SPENDING PLANS. The contractor shall assist the field activities with the generation of spend plans. Spend plans, along with planned obligation dates and a general description of the work are to be provided and approved by Program Offices.

3.6 CENTRALIZED ASSETS MANAGEMENT

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 28 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The contractor shall provide comprehensive centralized warehouse management, inventory management, inspection & assessment and maintenance & repair expertise in support of the centralized asset management efforts for the Navy's CB Detection and Decontamination equipment at Norfolk and San Diego locations

3.6.1 CENTRALIZED MANAGEMENT. The contractor shall assist in the management the operations at NAS Norfolk and NS San Diego. The contractor shall manage and execute the operations at other supporting centralized asset management nodes in accordance with local policies and permits.

3.6.2 INVENTORY MANAGEMENT. The contractor shall maintain a warehouse management system capable of providing real time inventories. The contractor will also be responsible for providing the inventory data for the CBRND Annual Inventory Report to Congress for equipment being managed.

3.6.3 INSPECTION AND ASSESSMENTS The contractor shall provide a qualified staff to conduct visual inspection and assessments for serviceability of equipment.

3.6.4 EQUIPMENT ISSUE. The contractor shall build up equipment IAW with Readiness Assist Visit shipboard inventory requirements. The contractor will also be responsible to assist in delivery (local) and shipment to support ship inventory requirements.

3.7 INSTALLATIONS SUPPORT

The contractor shall provide comprehensive Alteration Installation Team (AIT) support expertise in support of CBRND equipment and system alterations as applicable.

3.7.1 ALTERATION INSTALLATION TEAM. The contractor shall provide qualified technicians to support the installation, removal or modification of installed equipment on board individual units. Additionally, the contractor will supply welding, scaffolding and gas free engineering support contractor or assist the government teams performing alterations as shipyard/locations policies direct. The tasking will include staging/overnight storage of material and equipment at the installation site, preparing equipment, hardware and material for installation, removing existing equipment and materials, running cables throughout the ship, installing connectors on electrical and fiber optic cables, mounting hardware and equipment, repair decking of ship spaces and exterior surfaces, preparing equipment and material for shipment and performing IOC procedures before departure. After each installation, a meeting will be held within 30 days to assess lessons learned, process, improvements, or other outstanding issues. The contractor shall have at least one member of the installation team participate.

3.7.2 INSTALLING ACTIVITY FURNISHED ITEMS. The contractor shall install the Installing Activity Furnished (IAF) items as required and listed in the Government Furnished Information (GFI) technical data packages. The contractor shall report status in accordance with the TI.

3.7.3 CERTIFICATIONS OF PERSONNEL. The contractor shall have procedures in place to assure that all personnel performing shipboard work maintain the required certifications for the work to be performed. Certifications include hot work, marine chemists, electric/electronic connector work, fiber optic connector work, painting of critical surfaces, and ESD work.

3.7.4 PROGRAM MANAGEMENT SUPPORT. The contractor shall attend in -process reviews. Meetings may be held via telecom, at a Government facility, or at the contractor 's facility. The contractor shall document the proceedings and complete action items within the scope of this SOW. The contractor shall submit meeting minutes and technical reports.

3.8 READINESS ASSIST VISITS

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 29 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The contractor shall provide qualified technicians to assist the government to perform a comprehensive materiel readiness evaluation within 90 days of a scheduled ship or unit deployment. This effort would also be available to provide the same readiness for surging units. These readiness evaluations will (IAW with RAV Policy) include CBR Detection (including medical PCR), Collective Protection, CBRND personal protection equipment, Decontamination and Bio-Consumables.

3.9 INFORMATION TECHNOLOGY

The Contractor shall provide comprehensive expertise for developing, hosting and maintaining a Navy wide inventory management system for the CBRND equipment. The contractor shall participate in the information compliance certifications, IT21 compliance certifications, quality assurance testing, system & software upgrades, unit hardware & software installations, help desk, server hosting and the generation of the Navy's Annual Report to Congress for CBRND equipment.

4.0 GOVERNMENT FURNISHED ITEMS

4.1 GOVERNMENT FURNISHED INFORMATION. The Government will provide all applicable technical documentation and information to the contractor as Government Furnished Information (GFI). This GFI will be provided as required or at the request of the contractor.

4.2 GOVERNMENT FURNISHED MATERIAL. Government Furnished Material (GFM) will be provided when the contractor has a requirement for special or specific Government material per specific tasking.

4.3 GOVERNMENT FURNISHED EQUIPMENT. The Government will provide all equipment and computing resources including NMCI hardware, software programs and access to required files and databases as required. Contractors will be required to perform work on and off site.

5.0 TASK ORDER MANAGEMENT

5.1. Monthly Progress Report (CDRL A001)

5.1.1. The contractor shall submit a Monthly Progress Report by the 21st of the month following the month being reported on. The cutoff date of the report shall be the same as that used for invoicing purposes by the prime contractor. Any and all subcontractor, consultant, vendor data shall be current through the "as of" date of the report. The report shall be unclassified and reflect no proprietary markings; narrative information shall be in Microsoft Word. E-mail submission is encouraged. The specific format shall be pre-approved by the TOM and the Contract Specialist.

5.1.2. This Task Order will be funded from a variety of sponsors. It will be necessary, therefore, for the Monthly Progress Report to separately report on work accomplished for each project area both in terms of technical accomplishments and expenditure data. The level of detail identified below will be required for each project area.

5.1.3. Each line of funding obligated against this Task Order will have a unique subCLIN, or SLIN. These SLINs are automatically established by SeaPort-e. This can result in a situation where the same line of accounting, or ACRN, could be obligated under multiple SLINs. Invoicing is accomplished at the SLIN level within Wide Area Workflow.

5.1.4 The Monthly Progress Report shall be distributed to the TOM, the A -TOM, and the Contract Specialist in its entirety. Individual project/task leads shall be provided that section of the report that applies to their respective projects. The following information shall be provided as a minimum in the Monthly Progress Report:

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 30 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

5.1.5 Summary Information: The contractor shall include a summary of all funded tasks/projects/TIs under the Task Order.

5.1.5.1 This summary shall be organized by Task Order period (Base, Option 1, etc.) and shall include the following data: Project name, T.I. number (if applicable), funded amount, expenditures to date, and funding balance. It is expected that as data for completed CLINs are revised due to indirect rate adjustments or other reasons, deobligations of excess amounts, etc., information in this summary section shall be revised accordingly.

5.1.5.2 For both current and completed CLINs, provide tables that show ceiling hours, funded hours, and both current and cumulative hours (separately identify regular hours from UT/TTA hours) charged to the Task Order by Task Order labor category. Provide subtotals for key and non -key categories.

5.1.5.3 Following this summary expenditure information, the report shall identify the CLIN currently being performed and its period of performance. List current CLIN Task Order modifications by number, including date issued and description. List Technical Instructions issued by number, date issued and description.

5.1.6 Information to be provided by task/project/TI: The data described below shall be provided for each project/work area/technical instruction. It is desired that there be a separate section or module for each.

5.1.6.1 Discuss efforts performed during the reporting period.

5.1.6.2 Identify any problems encountered (technical/schedule/cost) and resolutions. Specifically note if there are any unresolved problems/issues at the end of the reporting period.

5.1.6.3 Specifically state whether the task is on schedule, ahead of schedule, or behind schedule. If behind schedule, discuss what steps are being or will be taken to complete all requirements on time if possible, or provide a proposed revised schedule based on best current estimates. Note that any revisions to the delivery schedule could require advance Government approval by modification to the technical instruction.

5.1.6.4 Provide the status of all assigned deliverables. Include title, CDRL number, due date, date delivered, applicable TI, Government point of contact, Contractor point of contact and description of deliverable(s). The final report for each contract period shall include a cumulative list of all deliverable items provided. Detail shall be the same as that provided in individual monthly reports.

5.1.6.5 Open Correspondence – Identify any correspondence that requires either Government or Contractor action.

5.1.7 Financial and other information: It is a material requirement of this Task Order that expenditure information be current thru the "as of" date of the report for all performers (prime contractor, subcontractor, consultant, vendor). It is understood that these data may reflect higher expenditures than what has been invoiced. For example, a report for the period ending 31 Oct 2007 is expected to reflect all subcontractor expenditures in terms of hours and dollars thru 31 Oct 2007 whether or not these amounts have been invoiced to the prime contractor.

5.1.7.1 Individual project/task/TI sections or modules are required only for work being performed during the current period or CLIN.

5.1.7.2 Provide current and cumulative expenditures of both hours and dollars. Separately show expenditures by CLIN (labor and ODC). Show the amount funded and compute a funding balance.

5.1.7.2 Provide line graphs showing cumulative expenditures of both hours and dollars. These graphs shall show planned cumulative expenditures as well as cumulative funded level(s). Planned values may not be linear and will require revision as/if plans change. Provide numerical values for all points graphed. Dollar expenditures may be rounded to the nearest dollar; quantities of labor hours may be rounded to the nearest

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 31 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

hour.

5.1.7.3 Provide the names of all personnel charging. Organize these data by Task Order labor category and show both current and cumulative hours charged for each individual. Separately show uncompensated hours/total time accounting hours worked (if applicable). Task Order labor categories shall be identified as to whether they are key or non -key categories. Subtotals shall be provided for key and non -key categories as well as total current and cumulative hours. These data shall include subcontractor/ consultant hours in appropriate labor categories.

5.1.7.4 Identification of all items charged against the ODC CLIN. Include description of item, quantity, purpose, vendor, unit price, extended price and disposition.

5.1.7.5 Total expenditures shall be compared to those invoiced for the same period and differences explained. It is understood that subcontractor/consultant expenditures reported in the MPR will frequently be greater than the amounts invoiced.

5.2. EVM Data Report (CDRL A002)

The contractor shall provide information at the technical instruction/project/work area level. The contractor shall provide Earned Value Management (EVM) data reports monthly. This report shall be submitted within five working days after the end of the month being reported on. The Government understands that these reports will be based on good faith estimates of hours and costs expended. Subcontractor data shall be included. Cumulative hours by task is a minimum requirement; cumulative hours by task by employee, is desired. The contractor shall work with the Government to develop the EVM worksheet for each area to be reported on. The Government will provide the format for this report at time of award together with the required submission date for the first report. The purpose of this report is to provide EVM variables that feed directly into the MAD's Microsoft Project schedule. The Government, at its discretion, may hold validation sessions with the contractor to review actual hours submitted in these reports with the hours reported in the Monthly Progress Report.

5.3 Table of Approved Personnel (CDRL A002)

5.3.1 The contractor shall submit a monthly report showing all personnel who have been approved to charge to this Task Order. This report is due concurrent with submission of the Monthly Progress Report, 21 days after the end of the month being reported on.

5.3.2 This report shall be submitted in table format that shall show the following: Task Order labor category, individual's name, date resume submitted, date resume approved, and date removed. If a resume is submitted as a replacement for a Key Person approved at time of award, the name of the individual being replaced shall also be provided. The specific format will be addressed at the Task Order Kick -Off meeting.

5.4. In Progress Review (IPR)(CDRL A003)

The contractor shall participate in both formal and informal IPRs of work being performed. IPRs may be conducted at the overall Task Order level or for specific projects/work areas/technical instructions. Reviews will be scheduled by the Government. At the time the review is scheduled, the Government will communicate the specific purpose of the review and advise the contractor as to the desired content of the presentation. The contractor shall provide copies of slides presented to all attendees. An initial formal IPR is planned within 60 days of the Task Order award date and will follow an agenda agreed to by the Task Order's TOM. Subsequent formal IPRs shall be held approximately every 90 days thereafter unless waived by the Government.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 32 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

5.5 Task Prioritization Meeting

The contractor shall participate in periodic Task Prioritization Meetings with the TOM and project/work area/technical instruction leads/points-of-contact. The purpose of these meetings is to convey the Government's technical program schedules and priorities and to identify corresponding project priorities. It is anticipated that these meetings will occur on a biweekly basis. Results of these meetings shall be reported in the Monthly Progress Report.

5.6 Technical Instruction/Project/Work Area Plan (CDRL A002)

The Government may require the contractor to submit execution plans for large and/or high visibility projects. These plans would typically include schedules, priorities, management approach, and staffing plans. Other items may be identified by technical instruction.

5.7 Contractor Performance Assessment Reporting System (CPARS) reviews

Section E of this Task Order states that this order is performance based and that performance quality will be assessed as part of the annual CPARS review. The Government intends to conduct at least semiannual reviews of overall task order performance quality. Reviews are currently planned for the midpoint and at the end of each task order period. The Government will make every effort to schedule these reviews at a mutually agreeable time and location. The contractor will be given the opportunity to present

6.0 DELIVERABLES

6.1 Deliverable requirements are summarized below. Copies of all deliverables, both formal and informal, shall be provided to the following distribution: TOM, A -TOM, and the Project/Work Area/Technical Instruction Point-of-Contact. Other distribution may be mutually agreed to.

6.2 Following is a summary listing of deliverables required under this Task Order. Information on this list has the same force and effect as if it were provided on a formal Contract Data Requirements List (CDRL), Form DD1423. It is anticipated that delivery of unclassified deliverables will be accomplished electronically.

CDRL No. A001 Title: CONTRACTOR'S PROGRESS, STATUS, AND MANAGEMENT REPORT DID No. DI - MGMT-80227 Frequency: Monthly Date of First Submission: Due 21 days after the end of the month being reported on. Date of Subsequent Submission: Monthly thereafter Remarks: Content to be as specified in paragraph 5.1 above. Format to be approved by the TOM and the Contract Specialist.

CDRL No. A002 Title: TECHNICAL REPORT – STUDY SERVICES CONTRACT Subtitle: Other Management Reports (See Remarks) DID No. DI-MISC-80508 Frequency: As required for each item. Date of First Submission: As required for each item Date of Subsequent Submission: As required for each item. Remarks: Includes, but not limited to, the EVM Data Report, the Table of Approved Personnel, Technical Instruction/Project/Work Area Plans

CDRL No. A003 Title: PRESENTATION MATERIAL Subtitle: In -Process Review Briefings, Technical Presentations DID No. DI-ADMN-81373 Frequency: As required Remarks: Delivery schedules to be established at time of Government request.

7.0 SPECIAL CONDITIONS

7.1 Security Clearance

The Contractor shall comply with Security procedures and instructions as specified by the local Government Security Department. A Department of Defense Form 254 shall be filed with the contract identifying

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 33 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the contractor's facility and safeguarding level of clearance requirements.

7.2 Travel

7.2.1 The Contractor may be required to travel throughout the continental United States (CONUS) and to locations outside of CONUS. When required to obtain access to a Government facility, ship, aircraft, or other duty station, the Contractor shall initiate requests for Need to Know Certification and submit these requests to the TOM for appropriate action.

7.2.2 All travel under this effort must be requested of, or authorized by, the TOM, in writing or by electronic mail, and must show the appropriate order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this effort. Travel costs shall be in accordance with FAR 31.205-46 and the Joint Travel Regulations. Travel will be directed by the government and will include but not be limited to, the following destinations and will include anywhere from a single person to a 4 man team.

DEPARTURE	DESTINATION	# Trips	# Personnel Per Trip	# Days per Trip
Dahlgren, VA	Norfolk, VA	48	4	5
Dahlgren, VA	Norfolk, VA	24	3	5
Dahlgren, VA	Norfolk, VA	12	1	3
Dahlgren, VA	Mayport, FL	12	4	5
Dahlgren, VA	Mayport, FL	4	1	3
Dahlgren, VA	San Diego, CA	12	2	5
Dahlgren, VA	San Diego, CA	4	1	5
Dahlgren, VA	Washington, DC	12	2	3
Dahlgren, VA	Washington, DC	4	1	3
Dahlgren, VA	Fort Worth, TX	6	2	5
Dahlgren, VA	Fort Worth, TX	4	1	3
Dahlgren, VA	Bath, ME	2	3	5
Dahlgren, VA	Bath, ME	2	1	3
Dahlgren, VA	Pascagoula, MS	4	3	5
Dahlgren, VA	Pascagoula, MS	2	1	3
Dahlgren, VA	Panama City, FL	4	2	5
Dahlgren, VA	Panama City, FL	2	1	3
Norfolk, VA	Dahlgren, VA	6	2	3
San Diego, CA	Dahlgren, VA	2	2	3
Dahlgren, VA	Everett, WA	4	4	5
Dahlgren, VA	Everett, WA	2	1	3
San Diego, CA	Everett, WA	6	4	3
Norfolk, VA	Washington, DC	4	2	3
San Diego, CA	Washington, DC	2	2	3
Dahlgren, VA	Pearl Harbor, Hawaii	4	4	5
Dahlgren, VA	Atsugi/Sasebo, Japan	2	4	5
San Diego, CA	Atsugi/Sasebo, Japan	4	4	5
Dahlgren, VA	Naples, Italy	2	4	5
Dahlgren, VA	Bahrain, UAE	2	4	5
Dahlgren, VA	Guam	1	2	5

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 34 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

San Diego, CA	Guam	2	4	5
Totals:		201	76	127

7.3 Place of Performance

The primary work site will be Naval Surface Warfare Center Dahlgren Division, VA. Temporary duty sites may include; Norfolk, and others as defined by TI.

7.4 Funding

This task order will be funded incrementally as required. Each project will be identified by CLIN/SLIN.

7.5 Safety and Health

The requirements of this order may require contractor personnel to come in contact or be exposed to hazardous conditions. The contractor shall abide by all applicable federal, local and state occupational safety and health requirements. The Government will provide Standard Operating Procedures (SOP) when applicable. The contractor must have on record a corporate safety plan and shall provide a copy to the COR when instructed. The contractor shall ensure all employees have appropriate Personal Protection Equipment (PPE). The contractor shall ensure employees have all required training and certifications related to Occupational Safety and Health Requirements. All systems will be provided complete with the respective Material safety data sheet (MSDS) and instructions on disposal and the use of the respective material. The contractor will provide someone responsible for the handling of the hazardous materials and the respective MSDS. This responsibility includes proper training in the handling and disposal of the hazardous materials. All handling of items containing radioactive material must be done in accordance with local policies and permits.

"Prior to performing specific tasks which involves radioactive materials or radiation producing devices, contractor personnel shall attend necessary training and obtain appropriate certifications in accordance with NSWCDL instructions and RSO/ARSO safety requirements and shall observe all applicable technical, safety, policy and permit requirements as applies to the handling of radiation materials and the operation of radiation producing devices."

7.6 Control of Contractor Personnel

The Contractor shall comply with the requirements of NAVSEA and NSWC instructions. All persons engaged in work while on Government property shall be subject to search of their persons (no bodily search) and vehicles at any time by the Government, and shall report any known or suspected security violations to the appropriate Security Department. Assignment, transfer, and reassignment of Contractor personnel shall be at the discretion of the Contractor. However, when the Government directs, the Contractor shall remove from contract performance any person who endangers life, property, or national security through improper conduct. All Contractor personnel engaged in work while on Government property shall be subject to the Standards of Conduct contained in SECNAVINST 5370.2J. Prior to conducting work under this contract, the contractor shall provide a list of employees that will be working on site. The employee list shall contain full names, security clearance levels, social security numbers, job titles, and original birth certificates. This list shall be updated within forty eight hours after changes occur.

7.7 Identification Badges

The Contractor shall be required to obtain identification badges from the Government for Contractor personnel to be located on Government property. The identification badge shall be visible at all times while employees are on Government property. The Contractor shall furnish all requested information required to facilitate issuance of identification badges and shall conform to applicable regulations concerning the use and possession of the badges. The Contractor shall be responsible for ensuring that all identification badges issued to Contractor employees are returned to the appropriate Security Department within forty eight hours following the completion of the contract, relocation or termination of an employee issued an identification badge, and upon request by the Contracting Officer.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 35 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

7.8 Accident Reporting

The Contractor shall maintain an accurate record of and shall report all accidents to the TOM and/or the appropriate Security Department as prescribed by OPNAVINST 5102.1.

7.9 Overtime

Overtime shall be performed as required by the RTA and to the extent authorized by Chief of Contracting Officer. The definition of overtime is as follows: work in excess of forty hours per week or work performed on Saturday, Sunday and holidays. Overtime shall be used only upon prior approval by the TOM.

7.10 Data Rights

All data/documentation delivered/created in support of this effort becomes the property of the US Government and will be delivered without proprietary markings. The Government shall have Government Purpose rights for all Data associated to this contract.

7.11 Release of Information

All technical data provided to the Contractor shall be protected from the public. All other information relating to the items to be delivered and services to be performed under this TO may not be disclosed by any means without prior approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes but is not limited to permitting access to such information by foreign nationals by any other person or entity or publication of technical or scientific papers or advertising or any other proposed public release. The Contractor shall provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access.

7.12 Privacy Act

Under US Code Title 5, Section 552, information accessed in completing this TO is subject to the Privacy Act.

7.13 Damage Reporting

The Contractor shall maintain an accurate record of and shall report to the TOM all damages to Government Furnished Equipment and Facilities as prescribed by OPNAVINST 5102.1.

7.14 Non-Personal Services

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

SHIPBOARD PROTOCOL

The Contractor shall ensure that its personnel adhere to the following requirements when performing aboard US Navy vessels, as well as document compliance within trip reports:

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 36 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- 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, regulations, actions, policy, and procedures.
- All personnel shall understand and comply with all ship alarms – actual or drill.
- Knowledge of SUBSAFE and RADCON programs.
- Safety – hardhats, tag-outs, safety shoes, goggles, etc., as applicable.
- HAZMAT – bringing hazardous materials aboard, using hazardous materials, etc.
- 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 alteration and the operational condition of the affected equipment.

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

"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 Contract 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

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 37 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 services which is the subject of the work to be performed under this order. This exclusion does not apply to any recompitation 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.

(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 SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 38 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is 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. ISs processing classified information will be accredited by Defense Security Services (DSS).

DIGITAL DELIVERY OF DATA

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

DdI-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.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 39 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

The contractor shall insure that all employees who have a NSWCCD 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 NSWCCD Physical Security of all changes in their contract personnel requiring NSWCCD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCCD Physical Security in advance of the date, time and location where the NSWCCD representative may physically remove the employee's automobile sticker and retrieve the NSWCCD 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 NSWCCD Physical Security of the separation and make arrangements between the former employee and NSWCCD Physical Security for the return of the badge and removal of the sticker.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 40 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

DATA PACKAGING LANGUAGE (5503)

MARKING OF REPORTS (NAVSEA) (SEP 1990) (5506)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report: (1) name and business address of the Contractor ; (2) contract number and task order; (3) task order dollar amount; (4) sponsor: (Name of Individual Sponsor); (Name of Requiring Activity) (City and State).

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

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 41 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

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

(b) The QASP defines this evaluation and acceptance to be part of the annual Contractor Performance 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 will be evaluated through the Contractor Performance Assessment Reporting System (CPARS). The CPARS evaluation is accomplished on an annual basis. The CPARS evaluation will be based on all work performed (in whole or in part) during the previous 12 -month period. It is also anticipated that the Government will conduct an informal evaluation review approximately mid -point through the Task Order period. The primary Government official responsible for the CPARS evaluation is the Task Order Manager (TOM) for the contract. The TOM may be assisted, as necessary, by other Government individuals having information relevant to the quality of contractor performance. This includes individual Project Leads as well as the Contracting Officer.

2.0 Contractor performance will be assessed on a continuing basis throughout the year based on review of deliverables (technical and management), technical meetings, formal In -Progress Reviews, 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 accuracy and completeness of both technical and administrative reports/data delivered; (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) effectively managed the performance of subcontractors and consultants, if applicable; (e) was proactive and demonstrated initiative; and (f) remained flexible to internal or external changes.

3.2 Schedule - Addresses the extent to which the contractor met task order project schedules, including the need for deadline extensions at the project/work area/Technical Instruction level. "Task order schedules" is intended to address technical schedules as well as the various schedules for submission of administrative reports.

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 at both the project/work area/Technical Instruction level and the Task Order CLIN level.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 42 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.4 Business Relations - Addresses the responsiveness of the contractor's management to Government concerns and needs, the effectiveness of the contractor's technical management interfaces with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on technical, management, and contract administration 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 Task Order regarding Key Personnel. Also includes the effectiveness of the contractor's efforts to retain or attract qualified personnel.

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.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 43 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1000	9/22/2008 - 9/21/2009
3000	9/22/2008 - 9/21/2009
4000	9/22/2009 - 9/21/2010
6000	9/22/2009 - 9/21/2010

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

4100	9/22/2010 - 9/21/2011
4200	9/22/2011 - 9/21/2012
4300	9/22/2012 - 9/21/2013
6100	9/22/2010 - 9/21/2011
6200	9/22/2011 - 9/21/2012
6300	9/22/2012 - 9/21/2013

Services to be performed hereunder will be provided at (insert specific address and building etc.)

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 44 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDER ADMINISTRATION DATA - POINTS OF CONTACT

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

The Contracting Officer is:

The Contract Specialist is:

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) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 45 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

WAWF Invoice Type	
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:
Task Order Manager:
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.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the Dahlgren WAWF point of contact Sherry Moore at (540) 653-7499 or sherry.moore@navy.mil, or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort 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 the 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.

TOTAL

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 46 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

MANHOURS COMPENSATED UNCOMPENSATED

b) Listed above are both the compensated and uncompensated man -hours associated with this 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 order.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this 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 contractor's/subcontractor's 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 order shall be expended at an average rate of approximately 852.5 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 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 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 order, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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

or (ii) subject to the provisions of the clause of this 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 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 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.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 47 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 task order for the period. Within 45 days after completion of the work under the order, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this order may be reduced to recover excess funds and, in the case of an underrun 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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CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 48 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (NAVSEA) (MAY 1993)

In accordance with the basic contract, the funding profile is as follows:

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this delivery order, "fee" means "fixed fee" in cost -plus-fixed-fee level of effort type delivery orders.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8). Such payments shall be equal to 8% of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE". Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in the contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract 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 order.

(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 contract 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.

Ddi-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.

INSTRUCTIONS REGARDING INVOICING OF FIXED FEE DURING PERFORMANCE

(a) Subparagraph (b) of the clause entitled "PAYMENT OF FEES (LEVEL OF EFFORT) above states that fixed fee payments shall be equal to the percentages of the SLINs in SECTION B, of the allowable cost of each invoice. The

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 49 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

contractor shall use that rate to invoice fixed fee. This rate could vary by Task Order period (Base Period, Option 1, etc.).

(b) The clause entitled "ALLOTMENT OF FUNDS" in this Section provides the cumulative amount funded. Separate amounts are provided for Estimated Cost and Fixed Fee. The funded fixed fee is based on the ratio of negotiated Fixed Fee to Estimated Cost in Section B (including Facilities Capital Cost of Money) for the applicable Task Order period. When obligating labor funds, the SeaPort -e software computes, for the Government, separate cost and fee amounts for each increment of funds. These amounts are then used by the Government to complete the "ALLOTMENT OF FUNDS" clause. The contractor is not authorized to invoice in excess of the funded fee dollars shown in the ALLOTMENT OF FUNDS" clause for each Labor CLIN.

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 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.

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.

Ddi-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel costs

The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available thru advance purchase. Charges associated with itinerary changes and

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 50 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor for training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this clause. The contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel and labor costs.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary CONUS facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources for both unclassified and classified applications.

(d) The requirements of the above clause apply equally to subcontractors and consultants.

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, a security threat, or a facility related problem that prevents personnel from working, on-site 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, on-site 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.

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. A determination of cost allowability for time lost due to facility closure will be made in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

KICK-OFF MEETING

(a) A Kick-Off Meeting with the successful offeror will be conducted within 10 working days after award of the contract. The meeting will be held at the contractor's primary facility for supporting this task order.

(b) The contractor will be given at least five working days notice prior to the date of the conference by the

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 51 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Contracting Officer.

(c) The requirement for a Kick -Off meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 65 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

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.

MANDATORY REQUIREMENTS

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by start date of task order performance. In addition, all mandatory requirements must be maintained through the life of the order. The mandatory requirements are as follows:

Requirement 1:

Requirement 2:

Requirement 3: Organizational Conflict of Interest (OCI): The contractor must either certify that neither nor his proposed subcontractors have an OCI or must have submitted an OCI Mitigation Plan that the Contracting Officer has evaluated as acceptable.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 66 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

KEY PERSONNEL - DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires personnel with the appropriate experience and professional development qualifications.

(a) Experience – The desired experience for each Key Labor category is contained on Attachment J.4 and Attachment J.5 lists the desired experience for the Non-Key Labor categories.

(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 order. The years of experience listed in Attachment J.4 are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

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

CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract 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 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individuals 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; and

(4) 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) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

KEY PERSONNEL - POST AWARD ADMINISTRATION

Upon order award, the desired qualifications, as stated in an attachment to the order, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes shall be submitted simultaneously to the Contract Specialist and the Task Order Manager (TOM) and approved prior to the individual being allowed to charge to the order.

POST AWARD CONTRACT PERSONNEL APPROVAL

Requests for post award approval of additional and/or replacement key personnel and nonkey personnel qualifications certification may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the Task Order Manager (TOM). Electronic notification via email from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 67 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

(a) COMPLETE NAME

(b) CONTRACT LABORCATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total man-year the amount of time the individual shall be dedicated to the resultant contract. Note whether individual is proposed or is working as a key person on another requirement and if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

(h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(i) CHRONOLOGICAL WORK HISTORY/EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail prescribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to rejection of the resume.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

(j) PROFESSIONAL DEVELOPMENT -- Show any honors, degrees, publications, professional licenses, specialized certifications and other evidence of professional accomplishments that are directly relevant and impact the offerors ability to perform the contract. The following format is preferred:

Degree(s); Date(s); Institution; Major/Minor

(k) CERTIFICATION -- A certification of correctness of information, signed and dated by both the person named and the contractor, scanned in PDF format, and forwarded electronically to the Government. The employee certification shall include the following statement: CERTIFICATION: "I certify that the professional development and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCCD Solicitation/Order N00024- (insert appropriate solicitation or contract number) by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date Contractor Signature and Date

Resumes without this certification may not be considered. The employee and contractor certifications shall not be

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 68 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

dated earlier than the issue date of this solicitation.

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.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall 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.

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

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the order 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 order.

(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:

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 69 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION)

(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 contract expires. This preliminary notice does not commit the Government to an extension.

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

52.244-2 SUBCONTRACTS (AUG 1998); ALTERNATE 1 (JAN 2006)

(a) Definitions. As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before placing subcontracts added during task order performance.

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 70 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting—
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.
- (2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause. (REPLACED BY ALTERNATE 1 BELOW)
- (g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—
 - (1) Of the acceptability of any subcontract terms or conditions;
 - (2) Of the allowability of any cost under this contract; or
 - (3) To relieve the Contractor of any responsibility for performing this contract.
- (h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).
- (i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 71 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

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

SUBCONTRACTORS:

Alternate I (Jan 2006).

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2(f)(1)(vii) above, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

(1) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPorte rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPorte prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPorte contract.

(2) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(b) The Government strongly discourages T&M or Labor Hour pricing arrangements because the contractor has little incentive to manage their labor force effectively or to control ODC costs. However, this type of pricing arrangement is permitted. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. The prime contractor is strongly encouraged to ensure that any fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPorte limitations. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance/controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

52.251-1 Government Supply Sources (Apr 1984)

The Contracting Officer may issue the Contractor an authorization to use Government supply sources in the performance of this contract. Title to all property acquired by the Contractor under such an authorization shall vest in the Government unless otherwise specified in the contract. Such property shall not be considered to be "Government-furnished property," as distinguished from "Government property." The provisions of the clause entitled "Government Property," except its paragraphs (a) and (b), shall apply to all property acquired under such authorization.

CONTRACT NO. N00178-04-D-4061	DELIVERY ORDER NO. 0005	AMENDMENT/MODIFICATION NO. 15	PAGE 72 of 72	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

ATTACHMENT J.1 TECHNICAL INSTRUCTION NUMBER 23

ATTACHMENT J.2 TECHNICAL INSTRUCTION NUMBER 28

ATTACHMENT J.3 TECHNICAL INSTRUCTION NUMBER 29

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