

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE 27-Jul-2009	4. REQUISITION/PURCHASE REQ. NO. N62793-09-MR-31940		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SUPSHIP Newport News BLDG 2, 4101 Washington Ave Newport News VA 23607-2787	CODE N62793	7. ADMINISTERED BY (If other than Item 6) SUPSHIP Newport News BLDG 2, 4101 Washington Ave Newport News VA 23607-2787		CODE N62793

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-4061-4T01		
CAGE CODE 05TP2	FACILITY CODE 942207838	[X]	10B. DATED (SEE ITEM 13) 07-Nov-2005

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED 29-Jul-2009	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED 30-Jul-2009
<i>(Signature of person authorized to sign)</i>		BY <i>(Signature of Contracting Officer)</i>	

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Aircraft Carrier New Construction Project Office Contract Support

Statement of Work

Work under this order will primarily consist of project management support for SUPSHIP, Newport News Code 151-Aircraft Carrier New Construction Project Office. This support work may include tasking in support of both the CVN 77 and the CVN 21 programs.

It is estimated that 50% of this effort will be performed onsite at the SUPSHIP Newport News Project Office located at Northrop Grumman Newport News. Some survey/investigation work aboard the vessels under construction will also be required. The Government will provide five work areas to be used, as needed, by the contractor personnel for on site work. Use of SUPSHIP Newport News computer equipment by contractor personnel is subject to the same requirements and limitations imposed on Government personnel.

1. PROGRAM MANAGEMENT SUPPORT

1.1. Oversee the development and maintenance of an evolving strategic Delivery Management Plan that includes standard operating procedures for new construction aircraft carrier delivery and trial execution. The Deliverable will be an all-encompassing plan that includes but may not be limited to the following topics:

1.1.1. Project Management Communication Plan – Draft submittal 1 month after contract, process comments and update as necessary. Submit revised drafts within 2 weeks of receiving comments.

1.1.2. Define roles and responsibilities of stakeholders– Draft submittal 1 month after contract, process comments and update as necessary. Submit revised drafts within 2 weeks of receiving comments.

1.1.3. Define and explain an overall delivery strategy and major objective/focus areas– Draft submittal 1 month after contract, process comments and update as necessary. Submit revised drafts within 2 weeks of receiving comments.

1.1.4. Develop and maintain a ready reference library of relevant ship delivery related instructions– Establish 2 weeks after contract with recommendations on instructions that need to be updated. Followup with drafts of instruction updates as directed.

1.1.5. Formally document the Delivery process– maintain as an on-going project that will be passed to future Aircraft Carrier acquisitions.

1.2. Oversee the development a Delivery Task Tracking System (DTTS) to be used by the SUPSHIP Project Office as a management tool for tracking tasks related to the Delivery of a new construction Aircraft Carrier from Launch preparations to the end of Post Shakedown Availability, including but not necessarily limited to the following capabilities/features – Draft 1 month after contract award and maintain/update as required

1.2.1. Time phased microsoft project schedule keyed to shipbuilders key event delivery schedule

1.2.2. Sequences and links construction events/Government actions

1.2.3. Records and tracks task responsibilities

1.2.4. Provides a means to monitor and assess progress

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1.3. It is estimated that one Man-year of project management support will be required for each year of this task order.

2. SHIP DELIVERY AND TRIALS SUPPORT

2.1. Support the establishment of the shipboard Trials Coordination Center and the status of sea trial events. Monitor events related to the conduct of ship tests and trials to ensure sequence is tracking toward a successful schedule. Provide a written biweekly report of project test and trial related accomplishments and a 3 month lookahead. Ensure appropriate actions related to trials and trials support are incorporated into the DTTS described in Section 1.2.

2.2. Assist the Government compartment and system inspection teams. Familiarity with aircraft carrier configuration, construction methods and systems is required. Assist in the documentation of construction deficiencies. Maintain a database that tracks reported construction deficiencies along with exclusion items. Provide a biweekly report including metrics displaying open/closed items. Assist in the training and coordination of inspection team members belonging to ship's force.

2.3. It is estimated that one Man-year of ship and delivery trials support will be required for each year of this task order.

3. COST/PRICE ANALYSIS SUPPORT

3.1. Support the conduct of Business Case Analysis (BCAs) and Total Ownership Cost (TOC) Analysis, as directed. Provide a written report with options and a recommended course of action, including a risk analysis of each option, within 2 weeks of each assigned analysis.

3.2. Develop and submit cost and pricing analysis reports as directed. These may be from individual as well as from a consolidated summary perspective. Report due within 2 weeks from assignment.

3.3. Support development of briefing and presentation material that details independent costing and pricing estimates and evaluations.

3.4. It is estimated that one Man-year of cost/price analysis support will be required for each year of this task order.

4. ICAN / COMBAT SYSTEM PROJECT MANAGEMENT SUPPORT

4.1. Provide project management support for combat systems and Integrated Communications and Advanced Networks (ICAN) on new construction aircraft carriers. Provide a biweekly report of ICAN and combat system related accomplishments with a 3 month look-ahead.

4.1.1. Contractor will require experience with electrical/electronics engineering designs, concepts, principles and practices applicable to a full range of duties including reviewing and evaluating electrical/electronics drawings, tests, technical manuals and selected record documents to ensure adherence to ships specifications for the ICAN.

4.1.2. Serve as technical advisor responsible for reviewing and evaluating the ICAN design, as well as make recommendations concerning engineering decisions with respect to ICAN.

4.1.3. Maintain surveillance of the preparation, review and evaluation of various technical products including working plans, vendor plans, and other technical data to determine adequacy and acceptability of the product in specifying and meeting contract requirements.

4.1.4. Provide System Matter Expertise (SME) oversight of the ICAN system being installed on new construction carriers. Review, evaluate and provide design and installation recommendations employing past lessons learned and future design initiatives. Interface with the In-Service Engineering Agents (ISEAs), as appropriate.

4.2. Interface with other Supervisor of Shipbuilding codes, including but not limited to engineering and quality assurance, the program office, and other cognizant authorities, as appropriate, to support assigned tasks related to aircraft carrier new construction combat systems.

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4.3. Provide technical support, as directed, in overseeing and managing Government Furnished Equipment (GFE), Government Specified Equipment (GSE) and Government Furnished Information (GFI).

4.4. Provide project office interface with Participating Acquisition Resource Managers (PARMs), as appropriate. Support the conduct of PARM reviews for new construction aircraft carriers.

4.5. Conduct progress assessments on combat systems installation and testing using planned construction schedules, formulate progress status reports and employ continuous risk management.

4.6. Evaluate production impact of combat system related contract changes, including Technology Insertions.

4.7. Provide overall risk assessment reports for individual cognizant systems.

4.8. Ensure significant combat systems events are scheduled into the DTTS described in Section 1.2 and track the completion

4.9. It is estimated that one Man-year of ICAN/combat systems project management support will be required for each year of this task order.

5. AUXILIARY/HULL/DECK PROJECT MANAGEMENT SUPPORT

5.1. Interface with other Supervisor of Shipbuilding codes, including, but not limited to, engineering and quality assurance, program office, and other cognizant authorities, as appropriate to support assigned tasks.

5.2. Evaluate production impact of contract changes on assigned areas, including Technology Insertions.

5.3. Provide overall risk assessment reports for individual cognizant systems.

5.4. Ensure related construction events are captured in the DTTS described in section 1.2 and track their status as appropriate.

5.5. It is estimated that one Man-year of auxiliary/hull/deck project management support will be required for each year of this task order.

6. POST SHAKEDOWN AVAILABILITY (PSA) WORK PACKAGE DEVELOPMENT

6.1. Support the concurrent development of the (PSA) planning package in parallel with new construction execution.

6.1.1 Provide support as New Carrier Construction Carrier Team 1 (CT1) Knowledge Manager. This support includes both CVN-77 PSA/SRA and CVN-21 Class. Implement CT1 practices and assist the New Carrier Construction PSA/SRA Core Team in order to take full advantage of CT1 tools such as the web portal and selected strategies and practices.

6.2. Provide an all encompassing and integrated PSA POA&M for integration into the DTTS described in Section 1.2.

6.3. Ensure the incorporation of Fleet Modernization Program (FMP) items, new construction deferred work items and specific technology development efforts into the PSA planning package for consideration, as appropriate.

6.4. Support cost estimating and budget development for the PSA package.

6.5. Support the development of tracking metrics and associated presentation material for the new construction project office, as directed.

6.6. It is estimated that one-half of a Man-year of PSA work package development support will be required for each year of this task order.

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7. RISK MANAGEMENT AND PROGRESS MEASUREMENT SUPPORT

7.1. Assist in the development and execution of a continuous Risk Management Program for new construction aircraft carrier project office.

7.2. Assemble a new construction aircraft carrier continuous risk manage guide that incorporates risk management processes in the daily project management of new construction aircraft carrier. Draft 1 month after contract award, incorporate comments and maintain as a project office management tool.

7.3. Facilitate new construction project specific risk management training, risk assessment meetings and mitigation plan development.

7.4. Collect risk data inputs from the various SUPSHIP offices, including but not limited to project office, production controllers, engineering and quality assurance specialists and produce monthly risk management reports.

7.5. It is estimated that one and onehalf of a Man-year of risk management and progress measurement support will be required for each year of this task order.

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10. GUIDANCE TO AVOID PERSONAL SERVICES.

10.1 Require proper identification of contractor personnel who attend meetings, answer government telephones, or work in situations where their actions could be construed as acts of government officials unless, in the agency's judgment, no harm can come from failing to identify themselves; and

10.2 Require suitable marking of all documents or reports produced by contractors.

10.3 Separate Contractor, Government Workers where possible.

10.4 Ensure that the contract clearly specifies expected tasks and work products;

10.5 Limit work assignments to those specifically addressed in the contract;

10.6 Provide all other requests on a work order through the contracting officer.

10.7 Ensure that the supervisor of contractor employees makes regular contact with the employees and is responsible for all performance, discipline, training, and work assignments not specifically addressed in the contract; and

10.8 Provide training and periodic re-education to supervisors and managers who interact regularly with contractor employees in the workplace or who manage contract work.

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SECTION D PACKAGING AND MARKING

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed at destination by the Government.

Quality Assurance Plan (QAP)

1. Inspection and Acceptance Criteria

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the Task Order Manager (TOM). Final acceptance will be the responsibility of the Contracting Officer (FAR 46.502).

1.1 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the contractor under this statement of work (SOW).

Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.

Clarity - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.

Consistency to Requirements - All work products must satisfy the requirements of this statement of work.

File Editing - All text and diagrammatic files shall be editable by the Government.

Format - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.

Timeliness - Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.

1.2 Quality Assurance

Acceptance: The TOM will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the TOM will not relieve the Contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by letter of approval and acceptance by the TOM. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

1000AA	11/7/2005 - 11/6/2006
1000AB	11/7/2006 - 11/6/2007
1000AC	11/7/2007 - 11/6/2008
1000AD	11/7/2008 - 11/6/2009
1000AF	11/7/2007 - 11/6/2008
1000AG	11/7/2008 - 11/6/2009
1000AH	11/7/2008 - 11/6/2009
1000AJ	6/27/2009 - 11/6/2009
3000AA	11/7/2005 - 11/6/2006
3000AB	11/7/2006 - 11/6/2007
3000AC	11/7/2007 - 11/6/2008
3000AD	11/7/2008 - 11/6/2009
3000AF	11/7/2007 - 11/6/2008
3000AG	11/7/2008 - 11/6/2009
3000AH	11/7/2008 - 11/6/2009
3000AJ	6/27/2009 - 11/6/2009

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

1000AE	11/7/2009 - 11/6/2010
3000AE	11/7/2009 - 11/6/2010

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H clauses are in accordance with Section H of the basic IDIQ contract.

SPECIAL PROVISION REGARDING INVOICE PAYMENTS

(b) Total Cost Plus Fixed Fee(Level of Effort). It is estimated that the total price to the Government for the performance of this contract shall not exceed the ceiling price set forth herein for the number of manweeks authorized and funded by the Government. The Contractor agrees to use its best efforts to perform the work set forth in the Statement of Work within such ceiling price. If at any time during the performance of this contract the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during the performance of this contract the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(c) Ceiling price. The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price set forth herein for the number of manweeks then authorized and funded by the Government, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that said ceiling price set forth herein has been increased, any effort expended by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the effort expended had been incurred after the increase in the ceiling price.

(e) Interim payments

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) Public vouchers (SF 1034) or contractor equivalent shall be submitted to the Procuring Contracting Officer (PCO) identified in Standard Form 1449 Block 3 lb. prior to payment by the Defense Finance and Accounting Service (DFAS).

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specified in Block 1 8a.. When requested by the Contracting Officer, the Contractor shall provide substantiation in support of submitted invoices. The PCO will approve and forward the approved voucher to the DFAS Paying Office.

(3) In addition to the information required by FAR 52.2124 paragraph (g), the Contractor shall identify on each invoice the complete line of accounting (LOA) assigned to the charges billed.

(4) The designated payment office will make interim payments for contract financing on the 14th day after the designated billing office receives a proper payment request. The paying office shall ensure that the voucher is disbursed for each LOA as indicated on the voucher (or as specified herein).

(5) Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice," the Government shall promptly pay any balance due the Contractor. Entitlement to full payment shall be based on the determination by the Government that the required level of effort and reports have been provided and are acceptable.

MANDATORY REQUIREMENTS

RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format. Resumes shall not exceed 2 pages per person.

(a) COMPLETE NAME

(b) LABOR CATEGORY

(c) CURRENT EMPLOYER

(d) AVAILABILITY (state as a percentage of total man-years).

(e) LEVEL OF SECURITY CLEARANCE

(f) PLANNED WORK LOCATION

(g) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 5 years 0 months; 10/98- 10/03; Position Title

Work experience shall be presented in separate paragraphs, clearly marked as either qualifying or non-relevant experience. (If qualifying and non-relevant experience was obtained while with the same employer, note separate time periods for each). All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between work experience and the labor category requirements specified in Section C, Statement of Work. Specific examples of work assignments and accomplishments shall be provided. All military experience, if applicable, shall be broken down by assignment.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

(h) EDUCATION -- Show all post-secondary as follows:

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

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.

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SECTION I CONTRACT CLAUSES

Section I clauses are in accordance with Section I of the basic IDIQ contract.

52.217-9--Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days after the previous period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 25 days before the contract expires. The 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.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 4 year

52.222-2--Payment for Overtime Premiums (Jul 1990)

- (a) The use of overtime is authorized under this contract if the overtime premium does not exceed ZERO or the overtime premium is paid for work --
 - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
 - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
 - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
 - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
 - (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
 - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
 - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
 - (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

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SECTION J LIST OF ATTACHMENTS

FAD Sheet for Mod 11