

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 39	3. EFFECTIVE DATE 30-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. VARIOUS		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme CA 93043-4307	CODE N63394	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-L601
	10B. DATED (SEE ITEM 13) 30-Dec-2005
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) FAR 52.232-22, LIMITATION OF FUNDS

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
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)	30-Sep-2009

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GENERAL INFORMATION

THE PURPOSE OF THIS MODIFICATION 39 FOR THE FOLLOWING:

- 1) INVOKE 10 USC 2410(a) AUTHORITY**
- 2) AND PROVIDE INCREMENTAL FUNDING.**

THIS ORDER IS SUBJECT TO THE PROVISIONS OF FAR 52.232-22, LIMITATION OF FUNDS. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED. A conformed copy of this Task Order is attached to this modification for informational purposes only.

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CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (NAVSEA) (FEB 1997)

CLINs 3000 and 6000 and all SLINs referenced under CLINs 3000 and 6000 of this task order are Other than Direct Cost (ODC) (Fee is not authorized)

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Section C – Performance Work Statement

ITEM 1000 AND (IF OPTIONS ARE EXERCISED) ITEM(S) 1100, 1200, 1300 AND 4000 - CSOSS ENGINEERING AND TECHNICAL SERVICES

1.00 BACKGROUND

1.01 This Statement of Work (SOW) will provide engineering and technical services to the Air Dominance Department of the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD), Port Hueneme, California. NSWC PHD is a field activity of Naval Sea Systems Command (NAVSEA).

1.02 NSWC PHD is the designated In-Service Engineering Agent (ISEA) for the Combat System Operational Sequencing System (CSOSS) technical document.

1.03 The Air Dominance Department carries out engineering, technical, logistics and leadership functions to conduct the ISEA mission. The customer organizations served by the Department include the ships of the US Navy, US Navy shore activities, the navies of allied nations purchasing NSWC PHD services, and industry partners.

2.00 SCOPE

2.01 This Statement of Work will provide engineering and technical services to the Air Dominance Department ISEA mission. The contractor shall furnish engineering, technical and computer programming services necessary to support development, production, delivery, and maintenance of the CSOSS document. Support services shall be required at shore sites, shipyards, and aboard ships in ports for the U.S., Allied Nations, and Foreign Military Sales customers.

2.02 CSOSS support will be provided to the following ship classes, U.S. Navy and FMS. This is not an exclusive list: CG, CV/CVN, DDG, FFG, LHA, LHD, LPD, LSD, MCM, and MHC.

2.03 The sites listed below are representative of the major locations at which the work of this task order may be carried out. This is not an exclusive list.

US Naval Shipyards

US Naval Weapon Stations

Shore Sites, Depots, and Training Facilities

US Support Facilities Overseas

As-Yet Unidentified Allied Nations FMS Customer Sites and Ships

NSWC Port Hueneme, CA

3.00 CSOSS DEVELOPMENT, PRODUCTION, DELIVERY, AND MAINTENANCE

3.10 Scope. The contractor shall provide engineering and technical support in the development, review and distribution of the Combat System Operational Sequencing System (CSOSS) and related operational and maintenance documentation.

3.15 Applicable Documents.

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3.15a WS-33229, Prime Item Development Specification for Combat System Operational Sequencing System (CSOSS); Development of Shipboard Package

3.15b COMNAVSURFLANT INSTRUCTION 4790.20B/COMNAVSURFPAC INSTRUCTION 4790.9C, Implementation and Utilization of the Combat System Operational Sequencing System (CSOSS)

3.15c NAVSEAINST 4790.7B, Operational Sequencing Systems (OSS)

3.15d CNO Letter Serial 09/7U300894 of 11 May 1987, authorizing CSOSS as a formal program in CG 47 and DDG 51 class ships.

3.15e CNO Letter Serial 35/7U388G98 of 23 November 1987, authorizing CSOSS as a formal program for all applicable ship classes.

3.20 The contractor shall provide the engineering and technical services required to develop and distribute CSOSS update packages according to the POA&M of paragraph (3.22) and according to emerging requirements as defined by the Government. CSOSS updates include those applicable United States Navy and Foreign Military Sales ships. Accommodate changes in ship availability schedules as identified by the Government.

3.21 Provide CSOSS update packages resulting from ship overhauls, availabilities and other (special) installation events, including if applicable select Alteration Installation Team (AIT) installations to be supported per Government provided schedules. Provide initial CSOSS implementation packages to ships in the Ships Construction Navy (SCN) window. Paragraph (3.22) is the Plan of Action and Milestones (POA&M) for CSOSS availability update packages, as currently scheduled. The Government will provide a schedule for special update packages if applicable; see footnote in paragraph (3.22). The Government will modify CSOSS package delivery schedules to account for changes in ship availability and special installations schedules, as applicable.

3.22 CSOSS Implementation and Update Packages – see explanation below table on how to read the table.

Number of CSOSS Implementations/Updates (Full/Partial)

Ship Class	FY06	FY07	FY08	FY09	FY10
CG/DDG	18/13	20/10	20/12	29/17	22/14
CV/CVN	2/7	2/6	4/7	2/7	2/7
FFG	12/10	8/11	11/9	12/10	11/10
FMS	4/1	0/6	0/4	4/1	2/1
LHA/LHD/LPD/LSD	8/9	11/11	11/8	8/9	10/9
MHC/MCM	5/12	5/12	3/8	5/12	5/11

Note: The number of CSOSS updates for each fiscal year is determined by the dates of scheduled ship overhauls for which CSOSS update packages are developed. For example, the estimated requirement for the CG/DDG class in FY06 is indicated as "18/13". This means: 1) it is estimated there will be 18 CSOSS update package developments for which the development process will take place entirely within FY06, and 2) there will be 13 update package developments for which the development process crosses fiscal years (each development process either starts in FY05 and ends in FY06, or starts in FY06 and ends in FY07).

3.23 Perform desktop technical development of CSOSS packages. Perform engineering and technical analyses of all pertaining documents and Naval databases defining alterations and modifications to ship combat systems. Perform engineering analysis of complex combat system operations required to be incorporated into CSOSS. Determine all impacts to respective ships' CSOSS packages. Coordinate with appropriate system or equipment In-Service Engineering Agents (ISEAs) to confirm ship configurations and system and equipment operations. The Government will identify full and partial package deliveries required based on schedule availability.

3.24 Provide engineering and technical shipcheck verification of CSOSS packages as identified by the Government. Perform engineering and technical validation and verification of CSOSS documentation. Conduct engineering operational verification checks of new and modified CSOSS documentation on each appropriate ship according to

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each ship's availability or selectively supported special updates installation schedule. Coordinate with appropriate system or equipment ISEAs, or Ship's Force, to verify ship configurations and system and equipment operations.

3.25 Provide post-shipcheck integration of CSOSS packages. Identify and integrate all redline changes impacting each availability update package, regarding combat system functional operation or equipment configuration.

3.26 For each ship availability or selectively scheduled special update installation support, produce Final Reproducible Copy (FRC) and all distribution copies of final Update CSOSS documentation in accordance with WS 33229 (Applicable Document 3.15a). Production schedule to be provided by the Government for FRC and AIT applicable ship update packages. The Government will identify distribution requirements.

3.27 Produce for delivery Naval instructions and other appropriate formal guidance regarding integration and use of new and modified CSOSS documentation.

3.28 Produce CSOSS materials for delivery to applicable ships. Initial implementation packages, update packages, and interim Life Cycle Maintenance (LCM) materials.

3.29 Provide engineering and technical support to accomplish continuous, ongoing LCM to applicable ships following their Post Shakedown Availability (PSA).

3.30 Process CSOSS routine and urgent feedback reports (FBRs) as provided by the ships and all associated commands and facilities. For each technical feedback, accomplish engineering and technical review of the feedback, and provide appropriate technical response in accordance with the timeline and processes defined in Applicable Documentation 3.15b.

3.31 Accomplish on-going engineering and technical analysis of all available combat system configuration documentation and databases to determine CSOSS impact due to engineering alterations to ship combat systems.

3.32 Develop engineering and technical changes to CSOSS procedures and support data components as necessitated by approved feedback reports and alterations that impact CSOSS. Provide all changes to the appropriate ship files for inclusion into the next CSOSS update package for each ship.

3.33 Establish and maintain the CSOSS library including publications maintenance; published and distributed CSOSS documentation; Feedback Reports (FBRs); In-Process Review (IPR) comments and comment responses; review action assignment logs; planned alteration documents; referenced publications, instructions, specifications and standards related to technical data and correspondence; and all CSOSS changes under development. Accomplish engineering review and appropriate engineering definitions of all data components to be entered into the CSOSS library.

3.34 Maintain CSOSS documentation distribution lists. Coordinate and oversee documentation production, collation, and distribution according to the distribution lists.

3.35 Provide on-going technical maintenance of CSOSS program modernization processes and procedures. This includes maintenance of CSOSS program defining documents and databases, participation in processes to improve program efficiencies, and engineering improvements to the CSOSS product.

3.36 Maintain the CSOSS Style Guides. Develop engineering and technical processes to be performed in the accomplishment of CSOSS Life Cycle Maintenance (LCM).

3.37 Maintain all Plan of Action and Milestones (POA&M) for the CSOSS Project.

3.38 Provide Management Information System (MIS) data entry, database management, and systems development and maintenance. Enter and modify in CSOSS MIS the appropriate data to track changes or planned changes to CSOSS documentation due to engineering modifications in ships' systems and equipment configurations and operations.

3.39 Identify CSOSS LCM engineering and technical process and product improvements, provide recommendations,

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and implement approved improvements.

3.40 Identify engineering and technical research improvements that can be made to the current technical feedback logging, alteration tracking, and document development and production processes within the CSOSS Program and between this project and other technical documentation projects.

3.41 Determine appropriate MIS technical interfaces that can be developed between CSOSS and other MISs to improve the process of technical data collection and distribution of pertinent complex combat system information. Provide technical inputs regarding feasibility and cost considerations.

3.42 Identify engineering and technical design improvements within CSOSS documentation due to emerging fleet requirements and analyses of end-user surveys.

3.43 Identify design engineering and technical integration improvements between CSOSS and other shipboard management systems/documentation to provide improved coordinated shipboard operations. Provide documentation integration design improvement recommendations.

3.44 Develop and implement approved CSOSS product and process improvements. Coordinate with the appropriate Naval organizations and contractors in developing and implementing these modifications. Analyze complex combat system requirements, capabilities and operations, and translate to CSOSS product and process improvements.

3.45 Provide adaptation of ship baseline training upgrades for individual ships. Maintain tracking of changes to embedded trainers and software, assessing impact of technical changes on installed CSOSS materials.

3.46 Improve the quality and usability of the CSOSS navigation System Interface Diagrams (SIDs). Analyze technical combat system documents and blueprints, and translate this analysis into CSOSS System Interface Diagrams. Include correction of existing deficiencies in coverage of installed systems on each ship.

3.47 Update and maintain the CSOSS Prime Item Development Specification, WS33229, to incorporate electronics delivery requirements. Incorporate fleet driven changes to CSOSS concepts, manning, casualty control doctrines, integration with other systems such as Engineering Operational Sequencing System (EOSS) and Damage Control (DC), and possible impact of Integrated Ship Control (ISC) and Total Ship Survivability Trial (TSST) lessons learned. Convert to electronic format and produce in Compact Disk- Read Only Memory (CD-ROM) form. Provide technical analyses of all relevant shipboard combat and interactive engineering plant systems to accomplish the subtasks of this paragraph.

3.48 Develop and implement statistical processes to provide various data metrics from the CSOSS program. Design and develop statistical processes to extract metrics data on demand, that are capable of providing data that summarize raw numbers and interactive correlations related to the following variables: numbers of CSOSS feedbacks received/worked/approved, numbers of availability and non-availability alterations supported, costs of each CSOSS feedback worked or each alteration supported, costs of each step of process from update development through production and delivery, over specified time frame with beginning and end dates, over specified ship, and over other data categories and variables to be specified by the Government.

3.49 Develop statistical methods of extracting metrics from the following CSOSS databases: external feedback (changes requested from a ship or outside activity), internal feedback (changes identified by CSOSS personnel), and number of alterations worked both in and out of availability/regularly scheduled update. All to be correlated to either a defined time window or specific ship.

3.50 Develop statistical methods of extracting metrics, depicting costs and labor hours worked for each subtask of the process. This includes all sub-tasks from initial onset of update materials development, through validation, quality control, CAD and word processor processing, draft and final update materials production and delivery.

3.51 Develop methods and technical formats for presenting metrics data and interactions at formal meetings, or for other presentation forums as defined by the Government.

3.52 Plan for implementation of a modernized configuration control data configuration management software suite. Participate in Integrated Product Teams (IPTs) and LEAN events with the Government to accomplish this goal. The

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goal will be to develop and implement improvements to the CSOSS MISs to provide more automation, less redundancy, and greater integration in the process.

3.53 Provide technical system administration to the CSOSS MISs to maintain the networks, computers, peripherals, operating systems, applications, databases, and miscellaneous electronic/automated software systems of the respective combat system MISs.

3.54 Support of Integrated Product Teams (IPTs) and LEAN events. Provide required information derived from the CSOSS library and other pertinent sources to Management Review Teams (MRTs), Value Stream Analysis teams (VSAs), and IPTs as requested. Provide the Government with meeting minutes, notes, and reports as a result of participation in MRT, VSA and IPT meetings.

3.60 Travel. The estimated travel for the five year period consists of the following trips in performance of LCM for CSOSS, and as modified by the Government to reflect changes in ship and program schedules.

3.61 Aegis ship classes travel

LOCATION	# TRIPS	# TRAVELERS	DURATION
Dahlgren, VA	10	1	2 days
Mayport, FL	17	2	14 days
Norfolk, VA	58	2	14 days
Pearl Harbor, HI	25	2	14 days
Philadelphia, PA	10	1	2 days
San Diego, CA	47	2	14 days
Washington, DC	10	1	2 days
Yokosuka, Japan	23	2	17 days

3.62 FMS travel

LOCATION	# TRIPS	# TRAVELERS	DURATION
Various JMSDF Ports	17	1	9 days
Tokyo	3	5	17 days

3.63 Non-Aegis ship classes travel

LOCATION	# TRIPS	# TRAVELERS	DURATION
New Orleans, LA	13	6	14 days
New Orleans, LA	7	1	2 days
Mayport, FL	23	6	14 days
San Diego, CA	48	6	14 days
Pearl Harbor, HI	2	6	14 days
Yokosuka, JA	10	6	17 days
Sasebo, JA	13	6	17 days
Pascagoula, MS	7	6	14 days
Everett, WA	12	6	14 days
Ingleside, TX	47	3	3 days
Bahrain	7	3	5 days
Washington DC	7	1	2 days
Philadelphia, PA	7	1	2 days
Dahlgren, VA	7	1	2 days

Note: Some ships may be relocated to other facilities to accomplish overhaul availabilities, which will result in trip locations changing for these ships (e.g. may relocate from New Orleans or Pascagoula).

3.70 Deliverables. Documentation Deliverable Requirements. All deliverables shall be provided in those format media provided. Graphics deliverables shall be in either of CGM, DWG or DXF. Documentation deliverables shall be in either of PDF, SGML, or XML on CD-ROM or hard copy.

3.70a Deliver each CSOSS initial implementation, or availability or selectively supported special installation in accordance with the delivery schedule provided by the Government. Deliver Final Reproducible Copy (FRC) of each update package in accordance with WS-33229 (Applicable Document 3.15a). Deliver interim LCM materials in

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accordance in accordance with WS-33229 (Applicable Document 3.15a).

3.70b Deliver to each command on the CSOSS distribution list, appropriate distribution copy(s) of each availability or selectively supported special installation ship CSOSS update package, in accordance with production schedule provided by the Government. Deliver distribution copies of each update package in accordance with WS33229 (Applicable Document 3.15a).

3.70c Deliver to each applicable ship CSOSS update materials developed between ship overhaul availabilities. Deliver in accordance with accordance with WS-33229 (Applicable Document 3.15a).

3.70d Deliver copies of CSOSS components to applicable system and equipment ISEAs for their review, comment, and approval during the CSOSS initial implementation/update/LCM process.

3.70e Provide technical data metrics, as requested by the Government, that summarize raw numbers and interactive correlations related to the technical CSOSS Program. This includes CSOSS feedbacks worked, alterations supported, update packages delivered, and/or costs of each step of the process from update through production and delivery. This shall be over specified time frames with beginning and end dates, over specified ship(s), and over other data categories and variables to be specified by the Government.

3.70f Provide financial/labor summations data metrics, as requested by the Government, that equates labor hours and costs to each deliverable or requirement. This will include a toplevel workload and product development schedule.

3.80 Special Packaging, Markings and Shipping Instructions. Each CSOSS update package delivery, and each CSOSS components/materials delivery, will be packaged in accordance with packaging standards for delivering documentation with weight and size configurations of these deliveries. Delivery to each ship will be to the applicable Program Manager Representative (PMR), attention NSWC PHD representative, with ship name/hull number marked on outside of each package. Any other documentation deliveries, to ISEAs or other commands or facilities, will also be appropriately packaged as done for ship deliveries, and addressed to receivers. For each delivery, contractor shall determine and utilize the most appropriate delivery carrier (FEDEX, UPS, Post Office, etc.). Deliveries to ships must be in a timely manner. The Government will provide the contractor with appropriate delivery addresses, "mark to", and delivery carriers.

4.00 SPECIAL CONSIDERATIONS

4.12 A list of personnel and their security clearances on file shall be delivered to the Task Order Manager (TOM) 10 business days following award and shall be updated with the monthly personnel listing deliverable.

4.20 Contractor Facility

4.21 The successful execution of this effort requires frequent interface with the personnel of the Air Dominance Department. Therefore, the contractor shall have established on Date of Task Order Award, and maintain for the duration of task order, an office not further than 3045 minutes by automobile of NSWC PHD, 4363 Missile Way, Port Hueneme, California 93043. A site in the Norfolk, VA area is also required to be no further than 3045 minutes by automobile of the Norfolk Naval Base.

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4.22b General office equipment.

4.22b.1 Conference room with 12 person capacity, with overhead projector. Conference room equipped with distributed microphones for teleconferencing/video teleconferencing.

4.22b.3 ISDN. ISDN (PRI) line. Video teleconferencing system shall be compatible with NSWC PHD conference sites. Video teleconferencing system must allow 4-site connection and capability to view presentations, whether hard copy or electronic (via personal computer).

4.22b.4 Desks and chairs, telephones and unique telephone numbers, and at a minimum PCs with Windows 2000 and Microsoft Office, including Outlook and Access. Cellular phones must be provided for ship check personnel.

4.30 Hours of Operation

4.31 Provisions will be made by the Government to allow necessary building access for contractor personnel on Federal holidays. Contractor personnel who do not require access to NSWC PHD Port Hueneme buildings on Federal holidays shall work at the contractor facility or such other nonGovernment facility as may be determined by the contractor as appropriate for the conduct of the work under this task order.

4.32 Hours of operation may be altered at no notice by Force Protection posture or as a result of severe weather, disaster, fire, security incident or other similar emergency or event.

4.40 Emergency Operations

4.41 In the event any part of the NSWC PHD command is closed as a result of fire, flood, severe weather, power failure, loss of other utilities, force protection posture, terrorist activity, military action, natural or manmade disaster, or other emergency resulting in Government personnel being dismissed or dispersed to other facilities, affected contractor personnel shall continue work at the contractor facility or such other nonGovernment facility as may be determined by the contractor for the conduct of the work under this Statement of Work. The contractor shall communicate with the Task Order Manager (TOM) as soon as possible to determine whether and when Government facilities may be once again available for use by appropriate contractor personnel. If the TOM cannot be reached, the contractor shall contact the Contracting Officer.

4.50 Points of Contact. To be identified at Task Order Award

4.60 CSOSS Task related facilities and materials

4.61 Government Furnished Material (GFM): Within 10 business days of the start of the task, the contractor shall obtain all existing CSOSS related materials from the government and from the previous CSOSS task contractors. These materials include all paper and ROM hardware materials, all CSOSS-related database and other software materials, and other CSOSS documentation. This will also include government computer systems and related automatic data processing (ADP) hardware and software, photocopiers, furniture, and production supplies.

4.62 The Government will provide access to facilities located at NSWC PHD, 4363 Missile Way, Port Hueneme, CA, for use by the contractor in the performance of this task order. This includes access to the following.

4.62a Government computer systems and related automatic data processing (ADP) hardware and software as appropriated and configured for CSOSS.

4.62b Government photocopiers, furniture, and production supplies for maintenance and production of CSOSS.

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4.62c All applicable specifications and instructions for the maintenance and production of CSOSS documentation.

4.62d All necessary engineering source and reference documentation for CSOSS such as Engineering Change Proposals (ECPs), ship alterations (SHIPALTs), ordnance alterations (ORDALTs), weapons specifications, computer program definition documents, etc., for the maintenance and production of CSOSS documentation.

4.63 The contractor shall provide all automatic data processing (ADP) hardware required for the task (in addition to the GFM provided by paragraph 4.61). The contractor shall also provide all ADP software required to facilitate all data processing, drawing processing, word processing, and financial processing functions, required to accomplish this task (in addition to the GFM provided by paragraph 4.61).

4.64 GFM to be provided will be sufficient to fully develop and deliver all products and services as defined in this Statement of Work.

5.00 ACRONYMS/DEFINITIONS

ADP	Automatic Data Processing
AIT	Alteration Installation Team
CAD	Computer Aided Drawing
CD-ROM	Compact Disk Read Only Memory
CSOSS	Combat System Operational Sequencing System
DC	Damage Control
ECP	Engineering Change Proposal
EOSS	Engineering Operational Sequencing System
FBR	Feedback Report
FMS	Foreign Military Sales
FRC	Final Reproducible Copy
IETM	Interactive Electronic Technical Manual
IPR	In-Process Review
IPT	Integrated Product Team
ISC	Integrated Ship Control
ISEA	In-Service Engineering Agent
JMSDF	Japanese Maritime Self-Defense Force
LCM	Life Cycle Maintenance
LEAN	Process to eliminate waste, increase efficiency, and add value to processes
MIS	Management Information System
MRT	Management Review Team
NSWC PHD	Naval Surface Warfare Center, Port Hueneme Division
NAVSEA	Naval Sea Systems Command
ORDALT	Ordnance Alteration
PMR	Program Manager Representative
POA&M	Plan of Action and Milestones
POP	Period of Performance
PSA	Post Shakedown Availability
SCN	Ships Construction Navy
SHIPALT	Ship Alteration
SID	System Interface Diagram
SOW	Statement of Work
TOM	Task Order Manager
TSST	Total Ship Survivability Trial
VSA	Value Stream Analysis

6.00 GENERAL DELIVERABLES

6.01 Security List. List of personnel with their security clearances, due 10 business days after task order award.

6.02 Monthly Status Reports. Report shall include technical accomplishments and expenditures (labor hours, travel,

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and material) and a list of personnel working the task order by paragraph. The report shall be established on the contractor's server and be accessible by the TOM on a secure passwordprotected web site available for review 24 hours a day. Due within five business days of the beginning of each month.

6.03 On-Site Report. Monthly report of contractor personnel assigned to desks/work stations/seats in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and Air Dominance Department branch-level organizational code supported. Due within five business days of the beginning of each month.

6.04 Monthly Status Reports. New technical and financial data updates. Due within five business days of the beginning of each month.

6.05 Product List. List of products (plans, databases, reports, and papers) produced and delivered to the Government during the month by SOW paragraph. Due within five business days of the beginning of each month.

6.06 Trip Reports. Trip reports shall include purpose, outcome, issues, action items, open items and recommendations. Due 5 business days after completion of travel.

6.07 Miscellaneous Documents and Reports. Provide recommendations, areas of concern, possible savings in time or monies, and personnel changes, due the 10th of each month.

LABOR CATEGORIES

The labor categories identified for this requirement are shown below. Categories denoted with a single asterisk (*) are key labor categories denoted in paragraph above.

Labor Category

Labor Hours

NOTE: For proposing purposes, use the above number of hours per position in your cost proposal for the Base year and each Option year.

LABOR HOUR PERFORMANCE LOCATION

The government estimates that 50% of the effort will be performed in support of NSWC PHD Port Hueneme CA and 50% of the effort will support Norfolk Naval Base, VA. Therefore, the contractor shall have established on Date of Task Order Award, and maintain for the duration of task order.

DIRECT LABOR RATES

The contractor is required to submit, as part of its cost proposal, indirect rates, unburdened direct labor rates for the

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SECTION D PACKAGING AND MARKING

Section D – Packaging and Marking

Packaging and Marking in accordance with Section D of SeaPorte Multiple Award IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

Section E – Inspection and Acceptance

Item 1000, 3000 and (if options are exercised) Item(s) 1100, 3100, 1200, 3200, 1300, 3300, 4000 and 6000- Inspection and Acceptance in accordance with Section E of the SeaPorte Multiple Award IDIQ contract and supplemented by the following performance assessment standard.

Task Order Performance Standard:

Required Reports and other Status Reports submitted to the Task Order Manager under subject Task Order shall identify the work that had been performed during the month, deliverables that had been submitted, and the name of the Government representative that had received the deliverable. The Task Order Manager will be required on a monthly basis to rate the quality of deliverables in terms of timeliness and quality on a rating scale of one (1) to five (5). The rating scale is specified in the table and defined below:

Rating Number Rating Description

5 Significantly Exceeds Expectation

4 Exceeds Expectation

3 Meets Expectation

2 Barely Meets Expectation

1 Fails to Meet Expectation

Task Order acceptance will be made by the Task Order Manager upon the Contractor having achieved an overall rating of all deliverables, of “Meets Expectation” or better.

Rating Definitions:

Significantly Exceeds Expectation: Deliverables are completed on or prior to their respective due date 100% of the time without further revisions being required.

Exceeds Expectation: Deliverables are completed on or prior to their respective due date 100% of the time with only minor revisions being required on approximately 5% of items submitted. The required rework does not negatively impact upon the respective program.

Meets Expectation: Deliverables are completed on or prior to their respective due date 100% of the time with minor revisions being required on approximately 10% of items submitted. The required rework does not negatively impact upon the respective program.

Barely Meets Expectation: Deliverables are completed on or prior to their respective due date approximately 95% of the time with minor revisions being required on approximately 15% of items submitted. The delayed submission and required rework of deliverables results in a minor negative impact to the respective program.

Fails to Meet Expectation: Deliverables are completed on or prior to their respective due date less than 90% of the time with significant revisions being required on greater than 15% of items submitted. The delayed submission and required rework of deliverables results in a significant negative impact to the respective program.

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SECTION F DELIVERABLES OR PERFORMANCE

Section F – Deliveries 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:

CLIN 1000AA – 1 January 2006 through 31 December 2006

CLIN 3000AA – 1 January 2006 through 31 December 2006

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

Option One:

CLIN 1100AA – 1 January 2007 through 31 December 2007

CLIN 3100AA – 1 January 2007 through 31 December 2007

Option Two:

CLIN 1200AA – 1 January 2008 through 31 December 2008

CLIN 3200AA – 1 January 2008 through 31 December 2008

Option Three:

CLIN 1300AA – 1 January 2009 through 31 December 2009

CLIN 3300AA – 1 January 2009 through 31 December 2009

Option Four:

CLIN 4000AA – 1 January 2010 through 31 December 2010

CLIN 6000AA – 1 January 2010 through 31 December 2010

Clauses to be incorporated in accordance with Section F of the Multiple Award basic contract.

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in direct support of this contract 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 nonwork locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 hours per week. It is understood and agreed that the rate of manhours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total manhours 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 contract 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 contract 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 contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.23220) 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 contract.

(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 contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun 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) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the

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right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) 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.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H – Special Contract Requirements

In accordance with the terms and conditions of the Multiple Award basic contract.

SECTION H - NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H19.

5252.237-9106 SUBSTITUTIONS OF PERSONNEL (SEP 1990)

(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) All proposed substitutes 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 forty five (45) days or ninety (90) 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; and (3) 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.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical

instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. 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 task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the task order price or estimated contract 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 contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing with ten (10)

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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 task 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.

Technical Instructions are authorized only to provide further guidance on a defined scope of work but are not authorized to direct additional work.

INFORMATION ON DIGITAL FORMAT

The Contractor shall populate Livelink, the standard document management system for NAVSEA, with invoices, status reports, and data deliverables. Immediately after contract award, Livelink accounts will be created for specified contractor accounts, a Livelink project will be created for the contract, and the contractor specified will receive Livelink training. The Contractor shall provide on-line access to and delivery of programmatic and technical data in digital form.

REQUIREMENTS FOR NON-GOVERNMENT PERSONNEL WORKING ON-SITE AT NSWC PHD

Monthly report of contractor personnel assigned to desks/work stations/seats in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and NSWC PHD branch-level organizational code supported.

CERTIFICATION OF NON-DISCLOSURE STATEMENT

Contractor shall provide to the PCO Non Disclosure Statements (Attachment 2) from all contractor personnel working on-site at NSWC PHD immediately upon start of work in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building) and branch level organizational code supported.

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SECTION I CONTRACT CLAUSES

Section I – Contract Clauses

In accordance with the SeaPort-e Multiple Award basic contract for Cost Plus Award Fee Task Orders.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE DELIVERY ORDER (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this delivery order by written

notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options. The exercise of any option past the ending date of the basic IDIQ contract is subject to the exercise of option 1 of the basic IDIQ contract.

Item Latest Option Exercise Date

1000 - 1 January 2006 through 30 December 2006

1100 - 1 January 2007 through 30 December 2007

1200 - 1 January 2008 through 30 December 2008

1300 - 1 January 2009 through 30 December 2009

4000 - 1 January 2010 through 30 December 2010

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

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.

(End of clause)

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

Attachment (1) - DD Form 254 Contract Security Classification

Attachment (2) Certificate of Non-Disclosure