

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE 12-Dec-2011	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 tina.lynn@navy.mil 540-653-8325	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Technical Systems Integration 816 Greenbrier Circle, Suite 208 Chesapeake VA 23320		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4147-0008
		10B. DATED (SEE ITEM 13) 18-Jun-2008

CAGE CODE	0WWWV3	FACILITY CODE
-----------	--------	---------------

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input 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) 5252.216-9122 Level of Effort (Dec 2000)

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) Deborah L. Bosley		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Maryann F Piersall, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Deborah L. Bosley (Signature of person authorized to sign)	15C. DATE SIGNED 19-Dec-2011	16B. UNITED STATES OF AMERICA BY /s/Maryann F Piersall (Signature of Contracting Officer)	16C. DATE SIGNED 20-Dec-2011

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to correct the Level of Effort Hours for the base year (CLIN 1000) and the total for the order. This decrease should have been included in Modification -07.

1. The Level of Effort clause is updated as follows:

### 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. (The table below and the blank in paragraph (d) are to be completed by the offeror as part of their proposal.)

Period	Total Man-Hours	Compensated	Uncompensated
Base	18,106	18,106	0
Option 1	21,472	21,472	0
Option 2	22,854	22,854	0
Option 3	22,854	22,854	0
Option 4	22,854	22,854	0
Total	108,140	108,140	0

2. All other terms and conditions remain the same.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$4,747,136.00 by \$0.00 to \$4,747,136.00.

The total value of the order is hereby increased from \$8,360,842.00 by \$0.00 to \$8,360,842.00.

### DISTRIBUTION

Contractor

[brenden.mccullen@navy.mil](mailto:brenden.mccullen@navy.mil)

[brenda.cummings@navy.mil](mailto:brenda.cummings@navy.mil)

[dlgr\\_nswc\\_erpacqcen@navy.mil](mailto:dlgr_nswc_erpacqcen@navy.mil)

AID # 127982

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 1 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	The contractor shall provide engineering and technical support for EM and CBRN CASE in accordance with Section C. Base Period, 18 Jun 2008 - 17 Jun 2009. (TBD)	1.0	LO	\$1,493,333.00	\$52,565.00	\$1,545,898.00
100001	Incremental funding (TBD)					
100002	Incremental funding (O&MN,N)					
100003	Incremental funding (OTHER)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Other Direct Costs associated with CLIN 1000. Base period 18 Jun 2008 - 17 Jun 2009 (TBD)	1.0	LO	\$37,000.00
300001	Incremental funding (TBD)			
300002	Incremental funding (TBD)			
300003	Incremental funding (O&MN,N)			
300004	Incremental funding (O&MN,N)			
300005	Incremental funding (O&MN,N)			

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
------	-------------------	-----	------	-----------	-----------	------

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4147	0008	16	2 of 37	

4000	The contractor shall provide engineering and technical support for EM and CBRN CASE in accordance with Section C. Option 1, 18 Jun 2009 - 17 Jun 2010. (O&MN,N)	1.0 LO	\$1,800,947.00	\$63,456.00	\$1,864,403.00
400001	Incremental funding (OTHER)				
400002	Incremental funding (OTHER)				
400003	Incremental funding (OTHER)				
4100	The contractor shall provide engineering and technical support for EM and CBRN CASE in accordance with Section C. Option 2, 18 Jun 2010 - 17 Jun 2011. (TBD)	1.0 LO	\$1,972,719.00	\$69,570.00	\$2,042,289.00
410001	Incremental funding (OTHER)				
410002	Incremental funding (OTHER)				
410003	Incremental funding (OTHER)				
410004	Incremental funding (OTHER)				
410005	Incremental funding (RDT&E)				
410006	Incremental funding (OTHER)				
4200	The contractor shall provide engineering and technical support for EM and CBRN CASE in accordance with Section C. Option 3, 18 Jun 2011 - 17 Jun 2012 (TBD)	1.0 LO	\$2,030,259.00	\$71,658.00	\$2,101,917.00

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 3 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

420001 Incremental  
funding (O&MN,N)

420002 Incremental  
funding (OTHER)

420003 Incremental  
Funding (RDT&E)

420004 Incremental  
Funding (OTHER)

420005 Incremental  
Funding (O&MN,N)

4300	The contractor shall provide engineering and technical support for EM and CBRN CASE in accordance with Section C. Option 4, 18 Jun 2012 - 17 Jun 2013 (TBD) Option	1.0	LO	\$2,089,517.00	\$73,807.00	\$2,163,324.00
------	--	-----	----	----------------	-------------	----------------

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
------	-------------------	-----	------	-----------

6000	Other Direct Costs associated with CLIN 4000. Option 1, 18 Jun 2009 - 17 Jun 2010 (TBD)	1.0	LO	\$497,313.00
------	---	-----	----	--------------

600001 Incremental  
funding (OTHER)

600002 Incremental  
funding (OTHER)

600003 Incremental  
funding (OTHER)

600004 Incremental  
funding (OTHER)

600005 Incremental  
funding (OTHER)

6100	Other Direct Costs associated with CLIN 4100. Option 2, 18 Jun 2010 - 17 Jun 2011. (TBD)	1.0	LO	\$196,011.00
------	--	-----	----	--------------

610001 Incremental  
funding (OTHER)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 4 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

610002 Incremental  
funding (OTHER)

610003 Incremental  
funding (OTHER)

610004 Incremental  
funding (RDT&E)

610005 Incremental  
funding (OTHER)

6200 Other Direct 1.0 LO \$76,011.00  
Costs associated  
with CLIN 4200.  
Option 3, 18 Jun  
2011 - 17 Jun  
2012. (TBD)

620001 Incremental  
funding (O&MN,N)

620002 Incremental  
funding (RDT&E)

6300 Other Direct 1.0 LO \$76,011.00  
Costs associated  
with CLIN 4300.  
Option 4, 18 Jun  
2012 - 17 Jun  
2013 (TBD)  
Option

#### **TYPE OF ORDER**

This is a Term (LOE) order.  
Items in the 1x00 and 4x00 series are cost plus fixed fee type  
Items in the 3x00 and 6x00 series are cost type

#### **ADDITIONAL CLINS/SLINS**

Additional CLINS/SLIINS may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort, estimated cost or base fee of the task order.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 5 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK

#### SCOPE

The Naval Surface Warfare Center, Dahlgren Division (NSWCDD) – Chemical, Biological, & Radiological Protection & Integration Branch (Z23) has been designated as the Emergency Management and Chemical, Biological, Radiological, and Nuclear Capability Area Systems Engineer (EM/CBRN CASE) for the Navy Facilities Engineering Systems Command Antiterrorism / Force Protection Ashore (NAVFAC ATFP ASHORE) program office.

In such capacity, Z23 has been tasked to support current and future EM and CBRN defense research, development, and acquisition activities on behalf of Commander Naval Installations Command (CNIC).

In support of this effort, NSWC DD has the charter to

Develop and maintain an EM / CBRN capability and systems strategy.

Recommend Navy RD&A processes and capabilities to address current EM / CBRN capability gaps and needs identified.

Define and implement a business process to support development and evaluation of EM / CBRN proposals.

Provide Navy RD&A expertise at appropriate DoD and service EM / CBRN working-level and decision-making venues.

Develop and maintain awareness of the technical and programmatic status of EM / CBRN CASE technology development efforts, as well as the deployment status and operational effectiveness of deployed EM / CBRN technologies.

Refine FFC/CNIC Requirements Identification Process (pertinent to EM / CBRN Capabilities).

#### 2.0 APPLICABLE DOCUMENTS

The following instructions and regulations are helpful in the understanding of the SOW performance requirements:

DODI 2000.18 DoD Installation CBRNE Emergency Response Guidelines

DODI 2000.16 DoD Antiterrorism (AT) Standards

DoD Handbook 0-2000.12-H(Series) Protection of DoD Personnel and Assets from Acts of Terrorism (5 April 2001)

CNIINST 3440.17 (Series) Navy Shore Installation Emergency Management Program Manual

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 6 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

OPNAV Instruction 3440.17(Series) Navy Shore Installation Emergency Management Program (Draft)

DoD Concepts of Operation for CBRNE Preparedness for U.S. Military Installation & Facility Preparedness (DRAFT)

OPNAV Instruction 5090.1(Series) Environmental and Natural Resources Program Manual (17 Oct 2002)

OPNAV Instruction 5100.23(Series) Navy Occupational Safety and Health (NAVOSH) Program Manual (15 Jul 2002)

OPNAV Instruction 3440.16(Series) Navy Civil Emergency Management Program (10 Mar 1995)

DoD Instruction 6055.6(Series) DoD Fire and Emergency Services Program (10 Oct 2000)

Other DoD/DHS applicable documents.

### 3.0 REQUIREMENTS

The contractor shall provide subject matter expertise in the areas of Emergency Management best practices and technology, requirements analysis, and training support.

#### 3.1 Emergency Management Requirements Development and Analysis Support

The contractor shall review requirements, specifications, and other documents related to EM-CBRN defense capabilities. The contractor shall offer advice and guidance, provide written opinions, and play a key role in assessing any materiel and non-materiel solutions presented. The contractor shall draft EM-CBRN related requirements and architectural options white papers to support recommended solutions for EM-CBRN related efforts. The contractor shall technically support NSWCDD Z23 with the development of detailed requirements and processes for the assessment and evaluation of future technologies and solutions. The contractor shall interface closely with other NAVFAC Capability Area System Engineers / Coordinators (CASEs / CACa); CNIC EM and Functional Managers, pertinent vendors / manufacturers, and the NAVFAC ATRP ASHORE leadership, in completion of this tasking.

#### 3.2 Integrated Project Team Support

The contractor shall provide technical support to NSWCDD Z23 throughout the establishment, participation, and conduct of EM / CBRN related integrated project teams (IPT). The contractor shall attend meetings and conferences, as needed or requested by the EM/CBRN CASE. The contractor shall provide assessment reports on emerging technologies. The contractor will advise the IPT chairs and staff on EM-CBRN related matters, coordinate vendor presentations, provide technology assessments and recommendations, and provide other support as required by the IPT chairs.

#### 3.3 Meeting and Presentation Support

The contractor shall provide technical support to NSWCDD Z23 in developing and presenting any findings and recommendations to CNIC's EM Working Group, their EM/CBRN functional leadership and staff, and other pertinent organizations. The contractor shall coordinate vendor and technology demonstrations, as required, to illustrate the findings and recommendations being presented.

#### 3.4 Implementation and Training Support

The contractor shall provide technical support to NSWCDD Z23 in the implementation of selected materiel

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 7 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

and non-materiel solutions. The contractor shall liaison with the impacted Commands and Facilities as required, ensuring a smooth installation. If needed, the contractor shall oversee the implementation of selected technologies. The contractor shall monitor, and/or conduct implementation training. The contractor shall oversee and evaluate the execution of any formal certification test events for the installation. The contractor shall assist NSWCDD Z23 with execution of the certification tests.

### 3.5 Medical Emergency Management Support

The contractor shall provide technical support regarding the integration of medical requirements and solutions into the overarching facilities protection and risk mitigation strategies. The contractor shall support the Medical Protection and Medical Surveillance Capability Area Coordinators on matters regarding Medical Protection, Medical Surveillance, and Medical CBRN defense preparedness capabilities. The contractor shall liaison with the Bureau of Medicine Anti-Terrorism Force Protection (BUMED ATRF) leadership and together, develop Navy Installation Medical mitigation strategies and approaches.

### 3.6 Naval Facilities Emergency Management Support

The contractor shall provide support in the assessment of risk to US Naval and Support facilities and the impact and efficacy of various mediation strategies. The contractor shall monitor EM preparedness plans, exercises, and other events to determine the state of preparedness relative to requirements solutions provided by the CASE. The contractor shall coordinate with the various EM managers and Emergency Operations Center leads to evaluate the requirements and solutions and to provide recommendations to the EM/CBRN CASE on modifications, mitigations, or alternative solutions.

### 3.7 Programmatic Support

The contractor shall provide programmatic support to the CASE for projects and reports under CASE cognizance. This support shall include coordination of meeting dates, project deliverables, reports and white papers, and other documentation as required to coordinate efforts with CNIC, NAVFAC ATRF ASHORE, and other CASE managers.

### 3.8 Progress Report

The Contractor shall produce a monthly progress report that includes work accomplished, problem areas, deliverables, significant results, recommendations and work planned for the following month. A listing of all contract personnel to include name (person originally proposed and subsequent substitution, if applicable), company, labor category, actual man hours charged, for the current period and cumulative for the current fiscal year as well as current and cumulative expenditures of both hours and dollars. Separately show expenditures by CLIN. Show the amount funded and compute a funding balance. The monthly report shall be delivered via e-mail in MS Word format to the Government by the 15th of the month for the preceding month.

### 3.9 Data Deliverables

Attachment J.1 provides a master CDRL for this requirement. Individual TIs will reflect their unique data requirements by reference to this document. Specific titles, frequency, due dates, distribution, and other special requirements will be reflected in the TIs.

### 3.10 Travel Requirements

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 8 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Annual travel in support of these tasks is anticipated to be as follows:

<b>Location</b>	<b>Number of trips</b>	<b>Days</b>	<b>People</b>
Washington, DC Local Trips	26	1	2
Commander Navy Region Southeast (Jacksonville, FL)	2	3	1
Commander Navy Region Southwest (San Diego CA.)	2	3	1
Commander Navy Region Midwest (Great Lakes, IL)	2	3	1
Commander Navy Region South (Corpus Christi, TX)	2	3	1
Commander Navy Region Mid-Atlantic (Norfolk, VA)	6	2	2
Commander Navy Region Northwest (Seattle, WA)	2	3	2
Commander Navy Region Hawaii	1	5	1
Other Overseas Regions (e.g. NAVEUR, NAVCENT)	2	5	2

### 3.11 Government Furnished Information

The Government will provide the Contractor with documentation as required. All government furnished information (GFI) shall be returned at the completion of this task order.

### 3.12 Travel Requirements

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.

3.13 Prior Written Permission for Subcontracts: None of the services required by this contract shall be subcontracted to, or performed by, persons other than the Contractor or the Contractor's employees without the prior written consent of the Procuring Contracting Officer.

3.14 Non-Disclosure Agreements: Contractor personnel may be required, from time to time, to sign non-disclosure statements as applicable to specific SOW tasking. The TOM will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure Agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and shall be returned to the TOM for endorsement and retention.

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

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract 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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 9 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

forth in the contract, 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 contract may create a potential organizational conflict of interest on the instant contract 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 contract 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 contract. 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 contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(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 contract and for a period of three years after completion of performance of this contract, 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 contract. This exclusion does not apply to any recompetition for those systems, components, or services furnished pursuant to this contract.

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 contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract 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 contract for the

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 10 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract 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 contract 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 contract; 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 contract.

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

## USE OF INFORMATION SYSTEM (IS) RESOURCES

### Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this 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 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 IS Security Office. The accreditation shall include TOM certification that the use and access is required by this contract.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 11 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## 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 (operated at an acceptable risk) by the appropriate NSWCDD Designated Approving Authority (DAA) and comply with the requirements of DODDIR 5200.28 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 by the cognizant NSWCDD DAA. ISs processing classified information will be accredited by DIS.

## Use of Contractor Personnel to Perform IS Security Tasking

General – Personnel performing IS security related tasking must have successfully completed training and demonstrate proficiency in the following areas: Information System Security Awareness, Security Domains, Incident Handling, and Auditing Concepts.

Architecture Specific – Personnel assigned to perform IS security related tasking for a specific area must be trained and demonstrate proficiency in that area. Typical examples include, but are not limited to: networking, processing classified information, Internet Protocols, Unix, Novell, and Microsoft operating systems.

Replacement or New IS Security Personnel - The contractor shall provide evidence that new and replacement IS personnel, unless they are Key Personnel, meet the above requirements and forward such information to the TOM for review and approval by the Information Systems Security Office. Failure to meet the requirements herein may result in rejection of the person or persons. Replacement of IS personnel designated as Key Personnel will be in accordance with the Key Personnel provision contained herein.

## 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.

## Ddl-C41 TERMINATION OF EMPLOYEES WITH NSWCDD BASE ACCESS

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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 12 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 bumper 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.

#### Dd1-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-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 13 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

### **DATA PACKAGING LANGUAGE (5503)**

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

### **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; (3) contract dollar amount; (4) whether the contract was competitively or non competitively awarded; (5) sponsor: (Name of Individual Sponsor); (Name of RequiringActivity) (City and State)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 14 of 37	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.

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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 15 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 16 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

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

1000	6/18/2008 - 6/17/2009
3000	6/18/2008 - 6/17/2009
4000	6/18/2009 - 6/17/2010
4100	6/18/2010 - 6/17/2011
4200	6/18/2011 - 6/17/2012
6000	6/18/2009 - 6/17/2010
6100	6/18/2010 - 6/17/2011
6200	6/18/2011 - 6/17/2012

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

4300	6/18/2012 - 6/17/2013
6300	6/18/2012 - 6/17/2013

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 17 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### TASK ORDER ADMINISTRATION DATA - POINTS OF CONTACT

#### CONTRACTING OFFICER

Name: Maryann F. Piersall - CXS139, [maryann.piersall@navy.mil](mailto:maryann.piersall@navy.mil)  
Address: NSWCDD, 17632 Dahlgren Road, Suite 157, Dahlgren, VA 22448  
Phone: (540) 653-7239; Fax: (540) 653-6810

#### CONTRACT SPECIALIST

Name: Tina Lynn - CXS135, [tina.lynn@navy.mil](mailto:tina.lynn@navy.mil)  
Address: NSWCDD, 17632 Dahlgren Road, Suite 157, Dahlgren, VA 22448  
Phone: (540) 653-8325; Fax: (540) 653-6810

#### TASK ORDER MANAGER

Brenden T. McMullen

4045 Higley Road, Ste. 347  
Dahlgren, VA 22448  
Phone: (540) 284-1234  
[brenden.mcmullen@navy.mil](mailto:brenden.mcmullen@navy.mil)

### INVOICE INSTRUCTIONS (NAVSEA) (APR 2011)

(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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 18 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 training system for WAWF at <https://wawftraining.eb.mil>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor documentation is available under Resources at <http://wawftraining.com>.

(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:

Type of Document(s)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

**DODAAC Codes and Inspection and Acceptance Locations**

Issue DODAAC	<u>N00178</u>
Admin DODAAC	<u>S5111A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N00178</u>
Service Acceptor DODAAC	<u>N00178</u>
Service Approver DODAAC	<u>N00178</u>
Ship To DODAAC	<u>N00178</u>
DCAA Auditor DODAAC	<u>HAA47B</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>Destination</u>
Acceptance Location	<u>Destination</u>

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) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in WAWF for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as a cost breakdown of ODCs (materials and travel), by line item task or subtask. Subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer and Contracting Officer Representative. Should the

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 19 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the Contracting Officer and Contracting Officer Representative; or other method as agreed to by the Contracting Officer.

(f) 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.

<b>Send Additional Email Notification To:</b>
brenden.mcmullen@navy.mil maryann.piersall@navy.mil <a href="mailto:tina.lynn@navy.mil">tina.lynn@navy.mil</a>

(g) 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.

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

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

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this order for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. As provided in the clause of this order entitled "LIMITATION OF FUNDS"

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 20 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

CLIN	Period of Performance	Allotted to Cost	Allotted to Fee	TOTAL	Funded Through
1000	18 Jun 2008 - 17 Jun 2009	\$ 351,262	\$ 12,818	\$ 364,080	17-Jun-09
4000	18 Jun 2009 - 17 Jun 2010	\$ 849,956	\$ 31,044	\$ 881,000	7-Dec-09
4100	18 Jun 2010 - 17 Jun 2011	\$ 1,178,765	\$ 43,090	\$ 1,221,855	21-Jan-11
4200	18 Jun 2011 - 17 Jun 2012	\$ 1,458,505	\$ 53,361	\$ 1,511,866	6 Mar 12
4300	18 Jun 2012 - 17 Jun 2013	\$ -	\$ -	\$ -	
3000	18 Jun 2008 - 17 Jun 2009	\$ 37,000	\$ -	\$ 37,000	17-Jun-09
6000	18 Jun 2009 - 17 Jun 2010	\$ 497,313	\$ -	\$ 497,313	7-Dec-09
6100	18 Jun 2010 - 17 Jun 2011	\$ 158,011	\$ -	\$ 158,011	21-Jan-11
6200	18 Jun 2011 - 17 Jun 2012	\$ 76,011	\$ -	\$ 66,000	18-Sep-11
6300	18 Jun 2012 - 17 Jun 2013	\$ -	\$ -	\$ -	
Total		\$ 3,884,329	\$ 112,930	\$ 3,997,259	

(b) The parties contemplate that the Government will allot additional amounts to this order from time to time for the incrementally funded CLINs/SLINs by unilateral task order modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

#### FUNDING PROFILE

The following chart details the funding to date:

CLIN	ECPFF	Funds This Action	Previous Funding	TOTAL Funded Amount	Balance UNFUNDED	Hours Funded
1000	\$1,545,898	\$0	\$364,080	\$364,080	\$1,181,818	5,382
4000	\$1,864,403	\$0	\$881,000	\$881,000	\$983,403	10,799
4100	\$2,042,289	\$0	\$1,221,855	\$1,221,855	\$820,434	13,673
4200	\$2,101,917	\$0	\$1,511,866	\$1,511,866	\$590,051	16,438
4300	\$2,163,324	\$0	\$0	\$0	\$2,163,324	
3000	\$37,000	\$0	\$37,000	\$37,000	\$0	-
6000	\$497,313	\$0	\$497,313	\$497,313	\$0	-
6100	\$196,011	\$0	\$158,011	\$158,011	\$38,000	-
6200	\$76,011	\$0	\$76,011	\$76,011	\$0	-
6300	\$76,011	\$0	\$0	\$0	\$76,011	
TOTAL	\$10,600,177	\$0	\$4,747,136	\$4,747,136	\$5,853,041	

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 21 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**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. (The table below and the blank in paragraph (d) are to be completed by the offeror as part of their proposal.)

Period	Total Man-Hours	Compensated	Uncompensated
Base	18,106	18,106	0
Option 1	21,472	21,472	0
Option 2	22,854	22,854	0
Option 3	22,854	22,854	0
Option 4	22,854	22,854	0
Total	108,140	108,140	0

(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 439.5 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.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 22 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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:

Fee Reduction = Fee (Required LOE - Expended LOE)/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.

(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.

#### **Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS**

##### **(a) Travel Costs (Including Foreign Travel)**

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience or daily travel to and from work at the contractor's facility (i.e., designated work site).

##### **(b) Training**

The Government will not allow costs, nor reimburse costs associated with the contractor 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 TOM. Attendance at workshops or symposiums is considered training for purposes of this clause.

##### **(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 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.

#### **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 NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 23 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

contract entitled "FIXED FEE" (FAR 52.216-8). Such payments shall be equal to 3.52 % 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.

**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 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.

The above fee reduction process applies to all periods 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.

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

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 24 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (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.

**Ddl-G12 KICK-OFF CONFERENCE**

- (a) A Kick-Off Conference with the successful offeror will be conducted within 15 working days after award of the contract. The conference will be held at NSWCDD.
- (b) The contractor will be given at least five working days notice prior to the date of the conference by the Contracting Officer.
- (c) The requirement for a Kick-Off conference shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

Accounting Data

SLINID	PR Number	Amount
100001	Z23/81655008	49000.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z2308ECCWF		
300001	Z23/81655008	1000.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z2308ECCWF		

BASE Funding 50000.00  
Cumulative Funding 50000.00

MOD 01

300002	Z23000/81992332	1000.00
LLA :		
AA 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z2308ECCWF		

MOD 01 Funding 1000.00  
Cumulative Funding 51000.00

MOD 02

100002	Z23/83508941	181000.00
LLA :		
AB 1791804 KU2N 253 FA678 B 068342 2D 04B2N0 910BX25310BX		
Standard Number: N0002509WX1040W (AA)		
300003	z23/83508941	25000.00
LLA :		
AB 1791804 KU2N 253 FA678 B 068342 2D 04B2N0 910BX25310BX		
Standard Number: N0002509WX1040W (AA)		

MOD 02 Funding 206000.00  
Cumulative Funding 257000.00

MOD 03

100003	Z23/90484529	182000.00
LLA :		

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4147	0008	16	25 of 37	

AC 1791804 KU2N 252 FA678 B 068342 2D 04B2N0 910BX25210BX  
Standard Number: N0002509RC2025R (AA)

300004 Z23/90484529 2000.00

LLA :

AC 1791804 KU2N 252 FA678 B 068342 2D 04B2N0 910BX25210BX  
Standard Number: N0002509RC2025R (AA)

MOD 03 Funding 184000.00  
Cumulative Funding 441000.00

MOD 04

300005 Z23/91175121 8000.00

LLA :

AC 1791804 KU2N 252 FA678 B 068342 2D 04B2N0 910BX25210BX  
Standard Number: N0002509RC2025R (AA)

MOD 04 Funding 8000.00  
Cumulative Funding 449000.00

MOD 05

400001 Z23/91495405 98000.00

LLA :

AC 1791804 KU2N 252 FA678 B 068342 2D 04B2N0 910BX25210BX  
Standard Number: N0002509RC2025R (AA)

600001 91495405 10000.00

LLA :

AC 1791804 KU2N 252 FA678 B 068342 2D 04B2N0 910BX25210BX  
Standard Number: N0002509RC2025R (AA)

MOD 05 Funding 108000.00  
Cumulative Funding 557000.00

MOD 06 Funding 0.00  
Cumulative Funding 557000.00

MOD 07

100003 Z23/90484529 (47920.00)

LLA :

AC 1791804 KU2N 252 FA678 B 068342 2D 04B2N0 910BX25210BX  
Standard Number: N0002509RC2025R (AA)

400002 92392389 682000.00

LLA :

AD 9790130 188M 253 00018 M 068688 2D CMM032 0001891C10UQ  
Standard Number: N0001809RCMM032(AA)

400003 92601245 101000.00

LLA :

AF 97X4930 NH5A 000 77777 0 068894 2F 000000 00009RCT0246  
Standard Number: N6921809RCT0246(AA)

600002 92392389 40000.00

LLA :

AD 9790130 188M 253 00018 M 068688 2D CMM032 0001891C10UQ  
Standard Number: N0001809RCMM032(AA)

TI # 1

600003 92580066 42000.00

LLA :

AE 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z2309EMCAS  
TI # 1

600004 92392370 235313.00

LLA :

AD 9790130 188M 253 00018 M 068688 2D CMM032 0001891C10UQ  
Standard Number: N0001809RCMM032(AA)

TI # 1

600005 92611600 170000.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4147	0008	16	26 of 37	

LLA :  
AG 1791804 52FA 252 00052 0 068732 2D C001ND 000529CT404Q  
Standard Number: N0005209RC001ND(AA)  
TI #1

MOD 07 Funding 1222393.00  
Cumulative Funding 1779393.00

MOD 08

410001 01595165 755496.00  
LLA :  
AH 9700130 188M 253 00018 M 068688 2D XAM022 000180CBRNEQ  
Standard Number: N0001810WXAM022(AA)

610001 01595165 69570.00  
LLA :  
AH 9700130 188M 253 00018 M 068688 2D XAM022 000180CBRNEQ  
Standard Number: N0001810WXAM022(AA)

MOD 08 Funding 825066.00  
Cumulative Funding 2604459.00

MOD 09

410002 02531165 93559.00  
LLA :  
AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z2310MSYSE

410003 02582231 130000.00  
LLA :  
AK 9700130 188M 000 00018 A 068688 2D P1G005 000180M5156Q N68688  
Standard Number: N0001810MP1G005 (AA)

610002 02531165 6441.00  
LLA :  
AJ 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z2310MSYSE

MOD 09 Funding 230000.00  
Cumulative Funding 2834459.00

MOD 10

410004 10131741 112800.00  
LLA :  
AL 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z2311MWZOT

410005 10111132 85000.00  
LLA :  
AM 1701319 K4TY 253 FA603 0 068342 6E 000000 031550000010  
Standard Number: N0002511RC06202 (AA)

610003 10131741 67000.00  
LLA :  
AL 97X4930 NH1E 000 77777 0 000178 2F 000000 21Z2311MWZOT

610004 10111132 15000.00  
LLA :  
AM 1701319 K4TY 253 FA603 0 068342 6E 000000 031550000010  
Standard Number: N0002511RC06202 (AA)

MOD 10 Funding 279800.00  
Cumulative Funding 3114259.00

MOD 11

410006 11192698 225000.00  
LLA :  
AN 9710130 1882 252 37100 0 068688 2D CMM011 371001CBRNEQ  
Standard Number: N3710011RCMM014 (AA)

610005 11192698 10000.00  
LLA :  
AN 9710130 1882 252 37100 0 068688 2D CMM011 371001CBRNEQ

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4147	0008	16	27 of 37	

Standard Number: N3710011RCMM014 (AA)

MOD 11 Funding 235000.00  
Cumulative Funding 3349259.00

MOD 12

410006 11192698 (180000.00)  
LLA :  
AN 9710130 1882 252 37100 0 068688 2D CMM011 371001CBRNEQ  
Standard Number: N3710011RCMM014 (AA)

420001 11583153 214000.00  
LLA :  
AP 1711804 KU2N 257 FA678 B 068342 2D 04B2N0 910BX25710BX  
Standard Number: N0002511WX1114W(AA)

610005 11192698 (10000.00)  
LLA :  
AN 9710130 1882 252 37100 0 068688 2D CMM011 371001CBRNEQ  
Standard Number: N3710011RCMM014 (AA)

620001 11583153 66000.00  
LLA :  
AP 1711804 KU2N 257 FA678 B 068342 2D 04B2N0 910BX25710BX  
Standard Number: N0002511WX1114W(AA)

MOD 12 Funding 90000.00  
Cumulative Funding 3439259.00

MOD 13

420002 11956242 318000.00  
LLA :  
AN 9710130 1882 252 37100 0 068688 2D CMM011 371001CBRNEQ  
Standard Number: N3710011RCMM014 (AA)

MOD 13 Funding 318000.00  
Cumulative Funding 3757259.00

MOD 14

420003 12155232 189989.00  
LLA :  
AQ 1711319 K4TY 252 FA603 0 068342 6E 000000 031550000010  
Standard Number: N0002511RC06204 (AA)

420004 12155245 40000.00  
LLA :  
AR 9710130 1882 253 37100 0 068688 2D XAM028 371001CBRNEQ  
Standard Number: N3710011WXAM028(AA)

620002 12155232 10011.00  
LLA :  
AQ 1711319 K4TY 252 FA603 0 068342 6E 000000 031550000010  
Standard Number: N0002511RC06204(AA)

MOD 14 Funding 240000.00  
Cumulative Funding 3997259.00

MOD 15

420005 12434275 749877.00  
LLA :  
AS 1711804 52FA 252 00052 0 068732 2D C001L9 000521EM401Q  
Standard Number: N0005211RC001L9  
LABOR FUNDING

MOD 15 Funding 749877.00  
Cumulative Funding 4747136.00

MOD 16 Funding 0.00

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 28 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Cumulative Funding 4747136.00

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 29 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

Section H clauses are in accordance with Section H of the IDIQ contract and otherwise as incorporated below.

### 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 SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

### 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: **Facility Security Clearance:** The offeror's primary facility must be located within 90 minutes average travel time to Dahlgren, VA and must have a SECRET security clearance.

Requirement 2: **Key Personnel Security Clearances:** All key personnel shall have a SECRET level security clearance and must be located within 90 minutes average travel time to Dahlgren, VA.

#### (1) 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) Specialized Experience – Specialized experience is defined as those experiences necessary to successfully support the area of the contract SOW proposed. Specialized experience requirements will differ depending on the section of the SOW being supported. Offers shall describe the specialized experience unique to each employee and match it to the section of the contract SOW that the individual will support.

(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 below 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.

Following are the desired qualifications for the Key Labor Categories:

#### **Program Manager**

Six (6) years of specialized experience directly related to management of U.S. Navy (or Joint) Research, Development, and Acquisition programs or projects.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 30 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

### **Senior Engineer**

Eight (8) years of technical experience in research, development, and acquisition activities related to one or more of the following:

Chemical, Biological, Radiological, and Nuclear programs

Emergency Management programs

Antiterrorism / Force Protection programs

### **Emergency Manager**

Eight (8) years emergency management experience. Demonstrated professional and specialized expertise in the following,

Analysis and mitigation strategies related to vulnerability assessment, emergency operations, and related emergency management technologies.

First Responder Operations, Emergency Operations Center, and Regional Operations Center.

### **Medical Emergency Manager**

Eight (8) years of medical emergency management experience. Demonstrated professional and specialized expertise in the following:

Analysis and mitigation strategies related to medical-related vulnerability assessment, medical emergency operations, and related medical emergency management technologies.

First Responder Operations, Emergency Operations Center, and Regional Operations Center.

### **Training Specialist**

Eight (8) years of professional military training experience. Demonstrated professional and specialized expertise in developing and delivering complex training programs.

## **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 LABOR CATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 31 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 NSWCD 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 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.

**Ddl-H11 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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 32 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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 individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute; 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 non-key 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 e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

**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)

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 33 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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:

Annual Labor Escalation: 3%

Maximum Pass Through Rate: 2.35%

Fee Rate: 6.95%

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 34 of 37	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.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 35 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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:

- (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

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 36 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

(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:

Battelle Memorial Institute

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) SeaPort-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e 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 SeaPort-e 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.

CONTRACT NO. N00178-04-D-4147	DELIVERY ORDER NO. 0008	AMENDMENT/MODIFICATION NO. 16	PAGE 37 of 37	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Attachment J.1 - Contract Security Classification Specification (DD254) - 7 pages

Attachment J.2 - Contract Data Requirements List (DD1423) - 1 page

Attachment J.3 - Task Order Manager (TOM) Appointment Letter - 3 pages