

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE R	PAGE OF PAGES 1   2
2. AMENDMENT/MODIFICATION NO. 21	3. EFFECTIVE DATE 15-Jun-2009	4. REQUISITION/PURCHASE REQ. NO. N00024-09-MR-60368	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 kimberly.trujillo@navy.mil 703-753-2135	CODE N00024	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI Technologies, Inc. 14151 Park Meadow Drive Chantilly VA 20151	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4026-0003
	10B. DATED (SEE ITEM 13) 24-Sep-2004
CAGE CODE 8D014	FACILITY CODE 057364507

**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) Award Fee clause

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

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

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

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## GENERAL INFORMATION

The purpose of modification 21 to Task Order N00178 -04-D-4026-0005 is to fund earned award fee for SLIN 0001EB in the amount of [REDACTED] in accordance with the award fee determination for Period 9. Accordingly, this task order is modified as follows:

1. Earned award fee for SLIN 0001EB in the amount of [REDACTED] s hereby obligated to this task order. The Program Office Award Fee Review Board and the Fee Determining Official, Mr. Bruce E. White, have determined that the contractor's performance has earned it [REDACTED] Award Fee pool for evaluation period 9.
2. In Section J, List of Attachments, add Attachment 21, the Financial Accounting Data (FAD) Sheet for this modification.
3. As a result of this modification, the total obligated funded amount provided under this task order is increased from [REDACTED] The total value of the task order remains unchanged at [REDACTED]

Except as noted above, all other terms and conditions remain unchanged and in full effect.

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

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est.Cost	Base Fee	Award Fee	CPAF
0001						
0001AA	Pre-Com Support and SNAP Data Base Support. See Note A. Base Year. (SCN)					
0001BA	Pre-Com Support and SNAP Data Base Support. See Note B. Option Year 1. (SCN)					
0001BB	Pre-Com Support and SNAP Data Base Support. See Note B. Option Year 1. (SCN) Option					
0001CA	Pre-Com Support and SNAP Data Base Support. See Note B. Option Year 2. (SCN) Option					
0001CB	Pre-Com Support and SNAP Data Base Support. Option Year 2. (SCN) (SCN)					
0001DA	Pre-Com Support and SNAP Data Base Support. See Note B. Option Year 3. (SCN) Option					
0001DB	Pre-Com Support and SNAP Data Base Support. See Note B. Option Year 3. (SCN)					
0001EA	Pre-Com Support and SNAP Data Base Support. See Note B. Option Year 4. (SCN) Option					
0001EB	Pre-Com Support and SNAP Data Base Support (SCN)					

For ODC Items:

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Item	Supplies/Services Qty	Unit	Est. Cost
0003	odc		
0003AA	ODC Cost for CLIN 0001AA. See Note A. Base Year. (SCN)		
0003BA	ODC Cost for CLIN 0001BA. See Note B. Option Year 1. (SCN) Option		
0003BB	ODC Cost for CLIN 0001BA. See Note B. Option Year 1. (SCN)		
0003CA	ODC Cost for CLIN 0001CA. See Note B. Option Year 2. (SCN) Option		
0003CB	ODC Cost for CLIN 0001CB. Option Year 2. (SCN) (SCN)		
0003DA	ODC Cost for CLIN 0001DA. See Note B. Option Year 3. (SCN) Option		
0003DB	ODC Cost for CLIN 0001DA. See Note B. Option Year 3. (SCN)		
0003EA	ODC Cost for CLIN 0001EA. See Note B. Option Year 4. (SCN) Option		
0003EB	Other Direct Costs in support of SLIN 0001EB (SCN)		

Note A: Base Year Slins, 0001AA and 0003AA.

Note B: Option Slins 0001BA, 0001CA, 0001DA, 0001EA, 0003BA, 0003BC, 0003BD, and 0003BE.

Note D: For planning and proposal purposes the projected crew reporting and delivery dates for LPD 17 Class ships under contract are as follows:

HULL NUC NUC1 NUC 2 BALANCE SHIP DELIVERY

LPD 17 OCT 03 JAN 04 MAY 04 DEC 04 DEC 04

LPD 18 NOV 04 FEB 05 JUN 05 NOV 05 DEC 05

LPD 19 FEB 05 MAY 05 SEP 05 FEB 06 MAR 06

LPD 20 SEP 05 DEC 05 APR 06 SEP 06 OCT 06

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LPD 21 MAY 06 AUG 06 JAN 07 MAY 07 JUN 07

NOT YET UNDER CONTRACT

LPD 22 MAY 07 AUG 07 JAN 07 MAY 08 JUN 08

LPD 23 MAY 08 AUG 08 JAN 09 MAY 09 JUN 09

LPD 24 MAY 09 AUG 09 JAN 10 MAY 10 JUN 10

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

This entire contract is cost-plus-award-fee type.

PAYMENTS OF FEE (S) (COMPLETION)(NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent ( ) 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" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, 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 contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK NAVSEA PMS 317 PRE-COMMISSIONING UNIT SUPPORT SERVICES LPD CLASS 17 SHIPS

NAME: PRE-COM SUPPORT & SNAP DATABASE SUPPORT

#### 1.0 Purpose

1.1 Provide technical and support services to PEO Ships LPD 17 Program (IPDE) in support of IPDE operations and all LPD 17 Class Ships. The objective is to provide Information Technology assistance, Optimized SNAP database support, Precommissioning Unit IT help-desk support, Pier-side connectivity support, and WAN/Networking Engineering support and design to PEO Ships LPD 17 Program department.

1.2 Work for this contract shall be performed in five (5) locations, including Washington, DC; New Orleans, LA; Pascagoula, MS; Norfolk, VA and San Diego, CA. The Government will provide facilities for personnel located at the pre-commissioning units; all other personnel shall work at contractor facilities.

#### 2.0 Scope of Work

2.1 Contractor shall support LPD 17 Class PCUs engineering and technical services addressing PEO Ships LPD 17 Program SNAP database build.

2.1.1 Contractor shall serve as the collection point for data input received from various naval activities and contractor sources. QA data for any missing/incorrect data. Research, correct, integrate, and finalize as the OPTIMIZED SNAP database utilized onboard all LPD 17 Class ships.

2.1.2 Contractor shall ensure fulfillment of projects configuration requirements (AAPs/CDMD-OA input).

2.1.3 Contractor shall coordinate and publish the local POA&M for OPTIMIZED SNAP installation of the ships' database for SCT and PSA.

2.1.4 Contractor shall create the ships' stock record data from shipbuilder/SUPSHIP data. Perform QA checks and validations with shortage listings, inventories and site validations.

2.1.5 Contractor shall create the ships' outstanding requisition data from shortage data provided by the shipbuilder/SUPSHIP. Perform QA checks and validations utilizing various shortage information sources.

2.1.6 Contractor shall create the ships' requisition status table utilizing downloads from FISC Puget ACTS database. Perform validations between FISC provided status and the OPTIMIZED SNAP requisition status table.

2.1.7 Contractor shall furnish QA findings to the appropriate action activity for resolution.

2.2 Contractor shall provide SNAP shipboard support for pre-commissioning crews:

2.2.1 Contractor shall provide for the scheduling and familiarization of shipboard personnel in the areas of Relational Admin (RADM), Relational Supply (RSUPPLY) and Organization Maintenance Management System Next Generation (OMMS-NG).

2.2.2 Contractor shall provide status report of familiarization training to ship's Supply Officer and 3M Coordinator.

2.2.3 Contractor shall provide OPTIMIZED SNAP data updates aboard ship.

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2.2.4 Contractor shall coordinate and establish, with the shipboard storekeepers, issue and receipt procedures in OPTIMIZED SNAP for the period between move aboard and commissioning to ensure that all transactions are accomplished/updated in the final sail away database.

2.2.5 Contractor shall perform daily contact after move aboard with ship's Supply Officer and 3M coordinator to assist in solving any problems that may arise.

2.2.6 Contractor shall provide familiarization training for basic OPTIMIZED SNAP user course.

2.2.7 Contractor shall provide familiarization training for Work Center Supervisors/Repair Parts Petty Officers/Division Officers/Department Head.

2.2.8 Contractor shall liaison with various contractor and government agencies for resolution of hardware/software deficiencies.

2.2.9 Contractor shall acquire work center and location information from ship's force. Update ship's equipment file with workcenters, location EIC, and SWAB/SWLIN information.

2.2.10 Contractor shall acquire Ship's Organizational File information from ship's force. Input Ships Organizational File information into ship's database

2.2.11 Contractor shall coordinate with appropriate Supervisor of Shipbuilding in the updating of the ship's stock record file, requisitions shortage file and insure all initial outfitting material is properly recorded in the OPTIMIZED SNAP database.

2.2.12 Contractor shall create and update the basic user's manual to reflect 3M updates and update to the current OPTIMIZED SNAP release.

2.2.13 Contractor shall serve as point of contact for ship's force on OMMS-NG (3M) and RSUPPLY questions.

2.2.14 Contractor shall assist ship in gathering missing information from OPTIMIZED SNAP COSAL and ship's equipment file and coordinate corrective updates as requested by the ship's supply officer.

2.2.15 Contractor shall work with the 3M Coordinator / SKC to ensure proper OPTIMIZED SNAP procedures are being followed from precommissioning time frame through end of PSA.

2.2.16 Contractor shall provide refresher familiarization for RPPOS and basic user at PSA.

2.2.17 Contractor shall provide on call 24 X 7 support to ship's force in concern of OPTIMIZED SNAP hardware/software problems.

2.2.18 Contractor shall assist RSUPPLY personnel in the identification of frustrated material received during the period from sail away through PSA.

2.2.19 Contractor shall coordinate Automated Ship to Shore Data Processing (ASI) information with SUPSHIP to ensure accurate requisitioning occurs until end of SCN window.

2.2.20 Contractor shall forward ASI data to ship (3M / SKC) for processing until end of SCN window.

2.3 Contractor shall provide PEO Ships LPD 17 New Orleans and Pascagoula ADP installations, upgrades, help-desk support, WAN/Networking Engineering support, IT security support for Precommissioning Unit.

2.3.1 Contractor shall provide technical support to PEO Ships LPD 17 New Orleans and Pascagoula for installation and integration of PEO Ships LPD 17 New Orleans and Pascagoula Pre-Commissioning ADP systems.

2.3.2 Contractor shall provide Operating System and application configuration and systems management for

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programming of Pre-Commissioning ADP systems to include but not limited to the hardware configuration and software load for SNAP and mirrored ship systems.

2.3.3 Contractor shall configure naming services to provide resolution for ship mail exchangers and web servers.

2.3.4 Contractor shall interface with ships' personnel for PKI certificate installation and use familiarization.

2.3.5 Contractor shall provide ADP system configuration records upon completion of system installation or upgrade.

2.3.6 Contractor shall provide technical assistance for Ship Precommissioning systems for troubleshooting active systems within the covered window of opportunity as determined by PEO Ships LPD 17 New Orleans and Pascagoula.

2.3.7 Contractor shall provide technical assistance for NIPRNET and SIPRNET connectivity at New Orleans Avondale Pre-Commissioning Unit and Pascagoula Pre-Commissioning Unit.

2.3.8 Contractor shall provide configuration, design, and management of routers, switches, firewalls, servers, and PC's necessary to support the PEO Ships LPD 17s mission in supporting the Pre-commissioning Units located in New Orleans, LA and Pascagoula, MS.

2.3.9 Contractor shall provide technical support to Ships IT forces located in Pre-Commissioning Units at New Orleans Avondale and Pascagoula, MS. for Ship servers.

2.3.10. Contractor shall provide Pier-side connectivity to Ships located in Pascagoula, MS and New Orleans, LA during move-aboard and custody change phase of ship delivery.

2.3.11. Contractor shall provide on call 24 X 7 support to ship's force involving hardware/ software problems.

2.4. Contractor shall provide SNAP Shipboard support during Post-Shakedown Availability.

2.4.1 Contractor shall serve as the collection point for data input received from various naval activities and contractor sources. QA data for any missing/incorrect data. Research, correct, integrate, and finalize as the OPTIMIZED SNAP database utilized onboard all LPD 17 Class ships concerning PSA Activities.

2.4.2 Contractor shall update the ships' stock record data from shipbuilder/SUPSHIP data. Perform QA checks and validations with shortage listings, inventories and site validations until the end of PSA.

2.4.3 Contractor shall update the ships' outstanding requisition data from shortage data provided by the shipbuilder/SUPSHIP. Perform QA checks and validations utilizing various shortage information sources until the end of PSA.

2.4.4 Contractor shall update the ships' requisition status table utilizing downloads from FISC Puget ACTS database. Perform validations between FISC provided status and the OPTIMIZED SNAP requisition status table until the end of PSA

2.4.5 Contractor shall furnish QA findings to the appropriate action activity for resolution concerning PSA Activities

2.4.6 Contractor shall provide OPTIMIZED SNAP data updates aboard ship during PSA time frame.

2.4.7 Contractor shall acquire work center and location information from ship's force. Update ship's equipment file with workcenters, location EIC, and SWAB/SWLIN information Concerning PSA Activities.

2.4.8 Contractor shall coordinate with appropriate Supervisor of Shipbuilding in the updating of the ship's stock record file, requisitions shortage file and insure all initial outfitting material is properly recorded in the OPTIMIZED SNAP database during PSA.

2.4.9 Contractor shall provide PSA site connectivity support, if required, by TOM in support of LPD 17 IPDE program.

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CLIN 0003AA (and CLIN 0003BA, 0003CA, 0003DA, and 0003EA if option(s) are exercised)

### 3.0 Deliverables.

3.1 Contractor shall adjust the electronic (e-mail) distribution of deliverables after written notification by the Task Order Manager (TOM).

3.2 Deliverable A0003: Contractor shall prepare and submit electronic copies of Deliverable A0003, "Monthly Performance Report" at the end of the month to the Government Task Order Manager (TOM) via e-mail attachment. Format subject to TOM's approval. The report shall document completion actions and contractor personnel employment activities.

3.3 Deliverable A0004-0001: Contractor shall submit electronic copies of Deliverable A0004-0001, "Technical Reports" as required to the Ship's Force Representative and the TOM. Format to be determined by the TOM.

3.4 Deliverable A0004-0002: Contractor shall submit electronic copies of Deliverable A0004-0002, "Job Qualification Requirements Report" to the TOM via e-mail attachment as requested.

3.5 Deliverable A0005: Contractor shall submit electronic copies of Deliverable A0005, Technical documentation supporting DISA CAP process to the TOM via e-mail attachment in DISA format as requested.

3.6 Deliverable A0006: Contractor shall submit electronic copies of Deliverable A0006 "System design drawings and configuration documentation" to the TOM via e-mail attachment as requested. Electronic format is subject to TOM's direction.

3.7 Deliverable A0007: Contractor shall deliver Deliverable A0007 "Optimized Database" Initial Database Deliver to SPAWARSSYGEN Norfolk 1 month prior to SCT.

3.8 Deliverable A0008: Contractor shall deliver Deliverable A0008 "Optimized Final Database" Final Database load 2 weeks prior to ship sail away.

3.9 Deliverable A0009: Contractor shall deliver Deliverable A0009 "Backup/Restore Procedure" Process procedure for moving ship data from PCU ship set computer systems to ship-board computer systems.

Distribution for all Deliverables submittals shall be in accordance with Block 14/15 of the Deliverable Data List.

The services provided under this SOW/contract are performance based, and the following performance standards will apply:

Standard One. Deliverables required by this contract are submitted on or before the required due date(s). Measurement. Deliverables are received on schedule 95% of the time unless the Government is responsible for the delay or has given permission to delay delivery.

Standard Two. Deliverables required by this task order are submitted in the proper format, on the approved delivery media, and require no administrative corrections. Deliverables are received in the proper format 95% of the time unless the Government agrees beforehand to a revised format.

Standard Three. Management, technical and administrative support provided by the contractor is responsive. Measurement. Required contract management, technical, and administrative support are provided on time 95% of the time. The contractor cannot be untimely more than 5% of the time.

Standard Four. Monthly status/progress, and financial reports shall be submitted on or before due dates and are free of errors. Measurement. Delivered on schedule 95% of the time unless the Government is responsible for the delay or has given permission for delay delivery. The reports shall be free of errors 95% of the time.

KEY PERSONNEL:

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Software/NTCSS/UNIX Administrator: Lead Programmer for New Construction LPD 17 Class OPTIMIZED SNAP database build. Develops computer-based programs to build, update and maintain databases.

OMMS-NG Database Administrator: Constructs and maintains OMMS NG databases for New Construction LPD 17 Class Ships. Familiarizes ship-board personnel (Bath / Pascagoula) with OMMS NG functionality.

RADM Database Administrator: Provides RADM support in the development and implementation of the OPTIMIZED SNAP databases for the New Construction LPD 17 Class Ships. Administrator for Commands organization, personnel records, PQS, training records and watch bills for Bath and Pascagoula area. Familiarizes shipboard personnel (Bath / Pascagoula) with RADM functionality.

RSUPPLY Database Administrator: Responsible for the building of the OPTIMIZED RSUPPLY SNAP database for New Construction LPD 17 Class Ships. Validates ASI transactions. Familiarizes shipboard personnel (Bath / Pascagoula) with RSUPPLY functionality.

Network Engineer/WAN Engineer: Provide system design and deployment of connectivity appliances including firewalls, IDS, routers and switching, LAN and WAN connectivity, telecom equipment, security configurations, and pier-side connectivity. Maintenance of current configuration of connectivity appliances, troubleshooting, and redeployment as necessary. Maintenance of name services, security policies, access control scenarios, virtual private networks, pier-side connectivity issues, and remote site management. Configuration responsibilities for ship support and shore support, as needed by SNAP and Ship domain administrators.

LAN Administrator: Help desk responsibilities for ship and shore information systems support, as need by SNAP and Ship domain users. Responsible for hardware control, installation, and accounting. Application installation and troubleshooting support for users upon request. Responsible for maintaining training computers and software. Acts as trainer to IT staff of ship during precommissioning stage of deployment.

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NAVSEA CAAS Study Team Review of Task Order No. N00178-04-D-4026-0003 – Determination: Labor – [REDACTED]

Justification: On 13 September 2005 the requirements addressed within subject Task Order were reviewed by NAVSEA CAAS Study Team Co-Chairmen Mr. Greg Nalepa and Mr. Dave Diamantopoulos, and Mr. Dick Manning, Ms. Jaimie Reese, Mr. Joseph Wineke from PMS 317. During the review it was determined that the labor requirements addressed within subject Task Order are [REDACTED] non-CAAS per exemption numbers 8 and 9 identified within DoD Directive 4205.2 dated February 10, 1992 referenced within Title 10 U.S.C., Section 2212, and as amplified within FAR Part 37.202 (a) that specifically states that, “routine information technology services are exempt from the definition of CAAS unless they are an integral part of a contract for the acquisition of CAAS”.

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## **SECTION D PACKAGING AND MARKING**

All reports, deliverables, packaging and markings shall be in accordance with Section D of the MAC IDIQ Contract.

Unless otherwise stated, the following items shall be placed prominently on all reports, deliverables, packaging:

- (1) Name and Address of the Contractor
- (2) Contract Number
- (3) Sponsor
- (4) Deliverable Number and Title

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## SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance for Items 0001AA - 0001BE and 0003AA - 0003BE, and if exercised, Option SLINS, will be in accordance with Section E of the SEAPORT E Multiple Award IDIQ contract, and supplemented by the following performance assessment standard:

Task Order Performance Standard:

Monthly status reports submitted to the Task Order Manager under Items 0001AA through 0001BE, shall identify the work that has been performed during the month, deliverables that had been submitted, and the name of the Government representative that had received the deliverable. The Task Order Manager will be required on a monthly basis to rate the quality of deliverables in terms of timeliness and quality on a rating scale of one (1) to five (5). The rating scale is specified in the table and defined below:

Rating Number Rating Description

5 Significantly Exceeds Expectation

4 Exceeds Expectation

3 Meets Expectation

2 Barely Meets Expectation

1 Fails to Meet Expectation

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

Rating Definitions:

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

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

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

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

Fails to Meet Expectation: Deliverables are completed on or prior to their respective due date less than 90% of the time with significant revisions being required on greater than 15% of items submitted.

The delayed submission and rework of deliverables results in a significant negative impact upon the respective program.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

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

0001AA	9/24/2004 - 1/31/2006
0001BA	12/22/2005 - 10/31/2006
0001CB	10/1/2006 - 9/30/2007
0001DB	6/12/2007 - 9/30/2008
0003AA	9/24/2004 - 1/31/2006
0003BB	1/1/2006 - 10/31/2006
0003CB	10/1/2006 - 9/30/2007
0003DB	6/12/2007 - 9/30/2008

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

0001BB	1/1/2006 - 9/30/2006
0001CA	10/1/2006 - 9/30/2007
0001DA	10/6/2007 - 9/30/2008
0001EA	10/7/2008 - 9/30/2009
0003BA	10/1/2005 - 12/30/2006
0003CA	10/1/2006 - 9/30/2007
0003DA	10/1/2007 - 9/30/2008
0003EA	10/1/2008 - 9/30/2009

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## SECTION G CONTRACT ADMINISTRATION DATA

G.1 The Government points of contact are:

Program Manager: PMS317, CAPT William J. Galinis, USN, (202) 781-4234

Deputy Program Manager: PMS317B, Mr. Frederick J. Stefany, (202) 781-2907

Logistics Dir.: PMS317L, Mr. Bruce E. White, (202) 781-0936

IT Director: PMS317CS1, Ms. Barbara Burdsall, (202) 781-4085

NAVSEA Contracting Officer point of contact is:

Contracting Officer: SEA02-0265, Mr. Peter E. Richmond, (202) 781-3920

### G.2 Funding, Invoices and Payments

(a) The Contractor shall notify the Contracting Officer and the Task Order Manager (TOM), in writing, whenever it has reason to believe that the costs it expects to incur under this delivery order in the next sixty (60) days, when all costs previously incurred, will exceed 75% of the total amount so far allotted to the task order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the task order.

(b) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount awarded on this delivery order by the Government; and the Contractor is not obligated to continue performance under this delivery order or otherwise incur costs in excess of the total amount awarded under this delivery order.

Invoices shall be submitted in accordance with the schedule for services.

(c) Billing can be accomplished on a monthly basis, periodic payments are allowed. Invoices for recurring services will include TOM acceptance from the authorized TOM or Alternate that costs billed during the billing period are acceptable.

### G.3 DESIGNATION OF CONTRACTING OFFICER REPRESENTATIVE

(a) The below individual is appointed the "Task Order Manager" (TOM) for this task order:

(1) Task Order Manager

Richard P. Manning, Code PEO SHIPS PMS317E1

1333 Isaac Hull Avenue Stop 2401

Washington Navy Yard DC 20376-2401

Richard.P.Manning@navy.mil

202-781-0726

(b) It is emphasized that only the Contracting Officer has the authority to modify the terms or the delivery order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from

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the terms of the basic delivery order between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the delivery order is requested, the Contractor shall promptly notify the TOM and Contracting Officer in writing. The Contractor shall take no action unless the Contracting Officer has as issued a contractual change.

(c) In the absence of the TOM named above, all responsibilities and functions assigned to the TOM shall be the responsibility of the Alternate TOM acting in behalf of the TOM. The following individual is assigned as the Alternate TOM:

(2) Alternate Task Order Manager

Harvey D. Speight, Code PEO SHIPS PMS317L1

5100 River Road, Building #721

Avondale, LA 70094

Harvey.Speight@pms317.navy.mil

504-654-3354

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H.1 Substitution of Key Personnel

(a) The Contractor agrees to assign to the delivery order those persons proposed to perform the work as identified in the SOW.

(b) The Contractor agrees that during the first ninety- (90) days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In the event of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial ninety (90) day period, all proposed substitutions must be submitted, in writing, at least fifteen (15) days, thirty (30) days if security clearance is to be obtained, in advance of the proposed substitutions to the Contracting Officer, and provide the information required by paragraph (c) below:

(c) All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume of the proposed substitute, and any other information requested by the Contracting Officer, needed by him to approve or disapprove the proposed substitution. All proposed substitutes must have qualifications that are equal to or higher than the qualifications of the person to be replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of his approval or disapproval thereof.

#### 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. 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 contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

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

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

(End of Text)

#### 5252.249-9105 AWARD FEE DETERMINATION IN EVENT OF TERMINATION OR DISCONTINUANCE(CA) (JAN 1990)

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In the event that this contract is terminated in whole or pursuant to the contract clause entitled "TERMINATION (COST-REIMBURSEMENT)" (FAR 52.249-6) or in the event this contract is discontinued pursuant to the contract clause entitled "LIMITATION OF COST" (FAR 52.232-20), the last award fee period shall end with the effective date of such termination or discontinuance. In either of such events, the amount of award fee, if any, determined to be otherwise payable shall be adjusted or prorated to reflect the difference, if any, in award fee periods resulting from termination or discontinuance.

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## SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S) LATEST OPTION EXERCISE DATE

Option 1 12 Months after Task Order Award

Option 2 12 Months after Option Exercise

Option 3 12 Months after Option Exercise

Option 4 12 Months after Option Exercise

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

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## SECTION J LIST OF ATTACHMENTS

Attachment #1 Cost Summary  
Attachment # 2 Supporting Cost Data  
Attachment #4 - Award Fee Plan  
Attachment #5 Magnitude of effort estimate  
Attachment #6 FAD per modification 03  
Attachment #7 FAD per modification 07  
Attachment #8 FAD per modification 08  
Attachment #9 FAD per modification 11  
Attachment #10 FAD per modification 12  
Attachment #11 FAD per modification 13  
Attachment #12 FAD per modification 14  
Attachment #13 FAD per modification 15  
Attachment #14 FAD per modification 16  
Attachment #17 FAD for Mod 17, [REDACTED] SCN  
Attachment #18, FAD sheet for N00178-04-D-4026 000318, [REDACTED] SCN  
Attachment #19, FAD sheet for N00178-04-D-4026 000319, [REDACTED] SCN  
Attachment #20, FAD sheet for N00178-04-D-4026 000320, [REDACTED] SCN  
Attachment #21, FAD sheet for N00178-040D-4026 000321, [REDACTED] SCN