

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 07-Aug-2009	4. REQUISITION/PURCHASE REQ. NO. N0002409MR57746.00		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 emily.rubino@navy.mil 202-781-1860	CODE N00024	7. ADMINISTERED BY (If other than Item 6) DCMA SOUTHERN VIRGINIA 2000 Enterprise Parkway, Suite 200 Hampton VA 23666		CODE S5111A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Advanced Internet Marketing Inc. dba The GBS Group 397 Little Neck Road, Bldg 3300 S, Suite 204 Virginia Beach VA 23452-5765	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-07-D-5067-EH01
CAGE CODE 4C581	FACILITY CODE 001326094
10B. DATED (SEE ITEM 13) 25-Sep-2008	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	FAR 43.103 (b)
<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 type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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)	
		Michael J Taylor, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Michael J Taylor	07-Aug-2009
		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification 03 to Task Order N00178-07-D-5067-EH01 is to Under Section B, Supplies and Services:

- a. Establish SLIN 1200AB
- b. Transfer ceiling from SLIN 1200AA to 1200AB
- c. Fully fund SLIN 1200AB

Accordingly, said task order is modified as follows:

1) Under Section B, Supplies and Services:

a. Establish SLIN 1200AB as follows:

SLIN	Description	Start Date	End Date
1200AB	Task 3 - Provide Warfare Center Program Support for SEA 04RE. Base Year. See Note A.	8/5/2009	9/30/2009

b. Transfer ceiling from SLIN 1200AA to 1200AB as follows:

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2) Under Section H, Special Contract Requirements, Allotment of Funds paragraph c) add SLIN 1200AB as fully funded.

3) Under Section J, List of Attachments, add attachment 6: Financial Accounting Data Sheet for modification 03.

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In accordance with the attached FADs, funding is provided for this modification as follows:

SLIN	Est. Cost	Fixed Fee	CPF	Type of Funding
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

A conformed copy of this Task Order is attached to this modification for information purposes only. The total value of the task order remains unchanged.

The total amount of funds obligated to the task is hereby increased by [REDACTED] from \$ [REDACTED] to [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased by [REDACTED] from [REDACTED] to [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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Support

4200AA	Task 3 - Provide warfare Center Program Support for SEA 04RE. Award Term 1. See Note C. (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4200BA	Task 3 - Provide warfare Center Program Support for SEA 04RE. Award Term Year 2. See Note C. (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
4200CA	Task 3 - Provide warfare Center Program Support for SEA 04RE. Award Term Year 3. See Note C. (TBD) Option	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

6200	Other Direct Costs			[REDACTED]0
6200AA	Other Direct costs in support of SLIN 4200AA. (TBD) Option	1.0 Lot		[REDACTED]
6200BA	Other Direct Costs in Support of SLIN 4200BA. (TBD) Option	1.0 Lot		[REDACTED]
6200CA	Other Direct Costs in support of SLIN 4200CA. (TBD) Option	1.0 Lot		[REDACTED]

Note A - For Firm SLIN 1200AA a Lot is defined as the efforts required to perform the requirements of the Statement of Work in Section C for the period of performance specified (25-Sep-08 through 24-Sep-09)

Note B - For option SLIN 1200BA a Lot is defined as the efforts required to perform the Statement of Work in Section C for the period of performance 24-Sep-09 through 23-Sep-10

Note C - For Award Term SLINs 4200AA, 4200BA, 4200CA a Lot is defined as the efforts required to perform the Statement of Work in

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Section C for the period of performance specified below:

SLIN	POP
4200AA	23-Sep-10 through 22-Sep-11
4200BA	22-Sep-11 through 21-Sep-12
4200CA	21-Sep-12 through 20-Sep-13

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

SLINs 1200AA, 1200BA, 4200AA - 4200CA, 3200AA, 3200BA, 6200AA - 6200CA are cost type.

CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED PRICE) (FEB 1997)

PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)(Applicable to SLINs 1200AA, 1200BA and 4200AA - 4200CA)

(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 8% of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" 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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1. BACKGROUND

NAVSEA 04RE is responsible for providing management, policy and guidance for NAVSEA environmental and occupational safety and health programs, including among others environmental compliance, hazardous material control and management, pollution prevention (P2), occupational safety and health (OSH), environmental and OSH assessments and environmental planning and analysis of environmental and safety impacts across product life cycles at NAVSEA shore activities. NAVSEA 04RE provides environmental and occupational safety and health program support to NAVSEA affiliated Program Executive Offices (PEOs), NAVSEA Program Managers (PMs), Naval Shipyards, Warfare Centers and Supervisors of Shipbuilding, Conversion and Repair, USN (SUPSHIPS).

This is a performance based statement of work and the following work parameters apply:

For Task Three, Warfare Center Support, the contractor shall provide qualified personnel with knowledge of executive order, environmental and safety laws and regulations related to Research, Development, Test, and Evaluation (RDT&E) operations, Safety and Environmental Management Systems (SMS/EMS), Navy Range Sustainability Environmental Program as a framework to review documentation in which to manage and continually improve and meet environmental and energy stewardship for the Warfare Centers in support of NAVSEA 04REW requirements.

THE FOLLOWING APPLIES TO ALL TASKS:

PERFORMANCE OBJECTIVE – The contractor shall provide knowledgeable experts to keep pace with the changing climate, and provide the Navy task manager(s) advice on issues or topics affecting NAVSEA 04RE’s day-to-day performance of the above described mission. The contractor is responsible for providing a staff led by a lean management team.

PERFORMANCE STANDARD:

1. Timeliness – Deliver all data deliverable products and Contractor technical advice and recommendations within deadlines identified by this task order and CDRLs/deliverables.
2. Accuracy – All data deliverables and contractor advice and recommendations to NAVSEA 04RE shall be factually and technically accurate, complete and IAW NAVSEA and Navy Standards and policy and CDRLs/deliverables.
3. Other standards and deliverables as mutually agreed to by both the government and the contractor.

ACCEPTABLE QUALITY LEVEL: Quality – Data deliverables shall be free of spelling errors, grammatically correct, in the correct format, and fully coordinated with any stakeholders prior to delivery. All data deliverables must be fully compatible with Microsoft Word, Excel, PowerPoint, Access, Microsoft Project and other Navy-Marine Corps Intranet-compatible formats. All data deliverables shall become the property of the government upon delivery and the government shall have unlimited license rights in the data.

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MONITORING METHOD: The Government will review and assess data deliverables and products as well as periodic reports from the contractor delivered in accordance with CDRL A007 of work accomplished, including reports submitted every month that summarizes active and completed tasks for the prior month. The Government will also complete a comprehensive assessment of the Contractor's performance at least once every six months and will file a CPARS reports on the Contractor's performance.

SECURITY: The work performed under this Task Order is unclassified. Contractor personnel performing work under this Task Order shall have, at a minimum, a Confidential security clearance to provide programmatic support and to access computer systems at the Washington Navy Yard. All ADP positions required for database support must conform to DoD 5200.2R requirements, which identify National Agency guidance and ADP Position Categories.

TRAVEL: Unless otherwise indicated, periodic short-duration travel may be required during the performance of these tasks. Anticipate a maximum amount of travel of five trips per year of 5 days each. All travel required under this Task Order will be within CONUS.

SPECIFIC TASKS: The contractor shall provide qualified personnel, materials, facilities, equipment, test instrumentation, data collection and analysis, hardware and software, and other services for the following efforts:

Task 3: Warfare Center Environmental Program Support

3.1 –Environmental and Occupational, Safety and Health (EOSH) program management support: (30%). The Contractor shall:

- assist NAVSEA 04REW in identifying, sharing, and implementing ESOH standard processes and solutions across the Warfare Center (WC) Enterprise.
- assist NAVSEA 04REW in researching, collecting, and collating ESOH processes, practices, tools, and training for adoption and/or tailoring for optimum fit at local WC activities and the WC ESOH community of practice (e.g., specific training modules, ESOH Compliance Checklists, etc.);
- assist NAVSEA 04REW in developing and reviewing Navy/DoD standard operating procedures, environmental guidance, instructions, policy, and processes for applicability to the Warfare Centers;
- assist NAVSEA 04REW in benchmarking, measuring, and reporting the ESOH program performance of the warfare center community or individual WC activities as a method to provide program feedback or evaluation;
- assist NAVSEA 04REW in developing business cases analyses, reviewing, analyzing, collecting, and preparing recommendations on existing, new, proposed, and final Navy/DoD policy and guidance, instructions, policies, and procedures to determine their impact on WC ESOH programs and resources;
- assist NAVSEA 04REW in updating the WC ESOH Best Management Manual;
- provide data management support for the WC information sharing communication tool; and,
- update and maintain the WC SharePoint website.

DELIVERABLES

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- analyses of ESOH processes, practices, tools, and training for application at local WC activities and the WC ESOH community of practice;
- review of Navy/DoD environmental documentation for applicability to warfare centers;
- report on ESOH program performance; and
- updates to EC ESOH Best Management Manual.

3.2 – Environmental Management Systems (EMS) Initiatives (30%). The Contractor shall:

- assist NAVSEA 04REW in conducting EMS formal audits/evaluations at NAVSEA appropriate facilities;
- assist NAVSEA 04REW in identifying and collecting performance data and provide performance measurements to support compliance with environmental regulations to support knowledge sharing and problem solving in the WC Community; and,
- assist NAVSEA 04REW in monitoring implementation of EMS at NAVSEA appropriate facilities or organizational levels to respond to semi-annual Navy/DoD Metric Data Call.

DELIVERABLES:

- collect and provide performance data/measurements to support compliance with environmental regulations to NAVSEA 04REW for review/action;
- draft reports on EMS audits/evaluations; and
- analyses of NAVSEA semi-annual Navy/DoD EMS Implementation Metrics.

3.3 – Range Sustainability Environmental Program Assessment (RSEPA) Management Support (40%). The Contractor shall:

- assist NAVSEA 04REW in developing draft and final comments and/or reports on RSEPA programmatic documents that capture recommendations and Government decisions;
- assist in tracking execution status and compliance issues of RSEPA under NAVSEA control for NAVSEA 04REW's response to monthly data call requests;
- support NAVSEA 04REW's review and development of quantitative and qualitative range assessment documents and reports (e.g., on-site assessments, archival compliance, records, range data folders, preliminary screenings, and protective measures) to determine compliance with environmental laws, regulations, and Navy/DoD policy and guidance; and
- assist NAVSEA 04REW to identify, develop, and share program requirements to address recurring compliance issues.

DELIVERABLES:

- draft and final comments and/or reports on RSEPA documentation and program requirements;
- monthly report on status of RSEPA execution; and
- analyses of quantitative and qualitative range assessment documents and reports.

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SECTION D PACKAGING AND MARKING

Section D Requirements shall be in accordance with SECTION D of the IDIQ MAC Contract

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance for All Items will be in accordance with Section E of the SEAPORT Multiple Award IDIQ contract

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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:

1200AA 3/31/2008 - 3/30/2009

3200AA 3/31/2008 - 3/30/2009

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

1200BA 3/31/2009 - 3/30/2010

3200BA 3/31/2009 - 3/30/2010

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

4200AA 3/31/2010 - 3/30/2011

4200BA 3/31/2011 - 3/30/2012

4200CA 3/31/2012 - 3/30/2013

6200AA 3/31/2010 - 3/30/2011

6200BA 3/31/2011 - 3/30/2012

6200CA 3/31/2012 - 3/30/2013

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

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Linda J. Rucker, SEA 04REF
1333 Isaac Hull Ave SE
Washington Navy Yard, DC 20376-1210
linda.rucker@navy.mil
202-781-1807

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES (Applicable to SLINs 1000AA, 1000BA, 1100AA, 1100BA, 1200AA, 1200BA, 4000AA - 4000CA, 4100AA - 4100CA, 4200AA - 4200CA, 3000AA, 3000BA, 3100AA, 3100BA, 3200AA, 3200BA, 6000AA - 6000CA, 6100AA - 6100CA, and 6200AA - 6200CA) Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Obtain additional information and support at www.dcma.mil, from your ACO or by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

Select the Cost Voucher within WAWF as the invoice type.

Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF.

Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

The following information regarding NAVSEA is provided for completion of the invoice in WAWF:

WAWF Invoice Type Cost Voucher

Issuing Office N00024

Administration Office TBD

DCAA TBD

Service Approver N00024

Inspector None

Service Acceptor None

LPO DODAAC: None

Paying Office: TBD

Upon submittal, use the Add Additional Email Notification feature to notify the following individuals that an invoice has been submitted:

Task Order Manager: Linda.Rucker@navy.mil

The contractor shall submit invoices for payment per contract terms.

The Government shall process invoices for payment per contract terms.

Upon submittal, use the Add Additional Email Notification feature to notify the following individuals that an invoice has been submitted:

Task Order Manager: Linda.Rucker@navy.mil

The contractor shall submit invoices for payment per contract terms.

The Government shall process invoices for payment per contract terms.

INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES (Applicable to SLINs 2000AA, 2000BA, 2100AA, 2100BA, 5000AA - 5000CA, and 5100AA - 5100CA)

Invoices for services rendered under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

The vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Obtain additional information and support at www.dcma.mil, from your ACO or by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

Select the 2-in-1 Invoice within WAWF as the invoice type. The 2-in-1 Invoice prepares the Material Inspection and Receiving Report, DD Form 250, and invoice in one document. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF.

The following information regarding NAVSEA is provided for completion of the invoice in WAWF:

WAWF Invoice Type 2-n-1

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Issuing Office DODAAC N00024

Admin DODAAC: <Insert the UIC of the activity who administers the contract>

Inspector DODAAC (if applicable) None

Acceptor DODAAC: N00024

LPO DODAAC: None

PAY DODAAC: <Insert the UIC of the activity who pays the contract>

The contractor shall submit invoices for payment per contract terms.

The Government shall process invoices for payment per contract terms.

Upon submittal, use the Add Additional Email Notification feature to notify the following individuals that an invoice has been submitted: Linda.Rucker@navy.mil

[REDACTED]

[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 task 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. The amount(s) presently available and allotted to this task order for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (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:

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
1200AA	██████████	██████████	██████	██████████	██████	09/25/2008 - 09/24/2009
3200AA	██████	██████	██████	██████████	██████	09/25/2008 - 09/24/2009

(b) The parties contemplate that the Government will allot additional amounts to this contract 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.

(c) CLIN(s)/SLIN(s) 1200AB are fully funded and performance under CLIN(s)/SLIN(s) is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

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.

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(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.

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

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SECTION I CONTRACT CLAUSES

In accordance with those contained in the Seaport E Multiple Award Contract (MAC) issued under solicitation N00178-06-D-4000.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (MAR2000)

(a) The Government may extend the term of this contract 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	OPTION ITEM(S)	LATEST EXERCISE DATE
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1000BA 12 MATOA

1100BA 12 MATOA

1200BA 12 MATOA

2000BA 12 MATOA

2100BA 12 MATOA

3000BA 12 MATOA

3100BA 12 MATOA

3200BA 12 MATOA

MATOA = months after task order award

(b) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirements of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122, if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement have not been expended within the period specified above, the Government may require the contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

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CLAUSES INCORPORATED BY REFERENCE

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

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SECTION J LIST OF ATTACHMENTS

Attachment 2: Supporting Cost Data

Attachment 3: Cost Summary Format by Task

Attachment 4: TASK 3 FAD sheet - [REDACTED]

Attachment 5: FAD Sheet for Modification 02

Attachment 6: Financial Accounting Data Sheet for modification 03