

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 28-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. N00178-92535434	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 stuart.burman@navy.mil 850-636-6035	CODE N61331	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) ISPA Technology 129 South Fairfax Street Alexandria VA 22314-3301	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4393-HR01
CAGE CODE 3GAJ4	10B. DATED (SEE ITEM 13) 28-Sep-2006

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"/>	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)	
		M. Hines, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/M. Hines	17-Sep-2009
		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification is to: 1) Award the Option Year 3, and 2) combine the Base Year, Award Term 1, Award Term 2, and Award Term 3 into one current Period of Performance (POP), 3) Add Incremental Funding to CLIN 1003, 4) Add Incremental Funding Table, and 5) Change the Contract Specialist from Phil Morris to Stuart Burman. Accordingly, said Task Order is modified as follows:

1) Option Year 3 (CLIN 1003 and ODC CLIN 3003) is hereby awarded.

2) The Base Year (CLIN 1000 and ODC CLIN 3000), Award Term 1 (CLIN 1001 and ODC CLIN 3001), Award Term 2 (CLIN 1002 and ODC CLIN 3002), and Award Term 3 (CLIN 1003 and ODC CLIN 3003) are hereby combined into one current Period of Performance (POP) beginning September 28, 2006 - September 27, 2010. See Section F, Deliverables or Performance. The total Ceiling amount for combined Labor CLINS 1000-1003 and ODC CLINS 3000-3003 is as follows:

	FROM	BY	TO
COST			
FEE			
ODC			
CPFF			

3) Add Incremental Funding in the Amount of _____ with PR # 92535434 ACRN: AF

4) The total Funding amount has increased as follows:

	FROM	BY	TO
COST			
FEE			
ODC			
CPFF			

5) Change the Contract Specialist from Phil Morris to Stuart Burman. See Section G, Contract Administration Data for changes.

"The Limitation of Funds Clause is in effect. This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, \$697,351 which includes a fixed fee of \$25,681 is the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of \$697,351 shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount.

The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

The performance period for this task order is from the date of award thru 09/27/2010."

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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	Fixed Fee	CPFF

1000	SERVICES AND TECHNICAL DATA NECESSARY TO PROVIDE TECHNICAL AND PROGRAM MANAGEMENT SUPPORT FOR EWIF-ICT IAW SECTION C THE STATEMENT OF WORK, CDRLS (DD 1423-2), AND THE CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD 254). (O&MN,N)			
100001	INFORMATIONAL SUBCLIN FOR FUNDING (O&MN,N)			
100002	INFORMATIONAL SUBCLIN FOR FUNDING (O&MN,N)			
1001	SERVICES AND TECHNICAL DATA NECESSARY TO PROVIDE TECHNICAL AND PROGRAM MANAGEMENT SUPPORT FOR EWIF-ICT IAW SECTION C THE STATEMENT OF WORK, CDRLS (DD 1423-2), AND THE CONTRACT SECURITY CLASSIFICATION SPECIFICATION (DD 254). (RDT&E)			
100101	Incremental funding in the amount of (RDT&E)			
100102	Incremental funding in the amount of (RDT&E)			
100103	Incremental funding, ACRN AE,			

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PR 91245306,
(RDT&E)

1002 SERVICES AND
TECHNICAL DATA
NECESSARY TO
PROVIDE TECHNICAL
AND PROGRAM
MANAGEMENT
SUPPORT FOR
EWIF-ICT IAW
SECTION C THE
STATEMENT OF
WORK, CDRLS (DD
1423-2), AND THE
CONTRACT SECURITY
CLASSIFICATION
SPECIFICATION (DD
254). (O&MN,R)

1003 SERVICES AND
TECHNICAL DATA
NECESSARY TO
PROVIDE TECHNICAL
AND PROGRAM
MANAGEMENT
SUPPORT FOR
EWIF-ICT IAW
SECTION C THE
STATEMENT OF
WORK, CDRLS (DD
1423-2), AND THE
CONTRACT SECURITY
CLASSIFICATION
SPECIFICATION (DD
254). (O&MN,N)

100301 Incrementally
Fund
PR# 92535434
ACRN: AF (O&MN,N)

1004 SERVICES AND
TECHNICAL DATA
NECESSARY TO
PROVIDE TECHNICAL
AND PROGRAM
MANAGEMENT
SUPPORT FOR
EWIF-ICT IAW
SECTION C THE
STATEMENT OF
WORK, CDRLS (DD
1423-2), AND THE
CONTRACT SECURITY
CLASSIFICATION
SPECIFICATION (DD
254). (O&MN,N)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost

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3000	ODCs IN SUPPORT OF CLIN 1000, SUCH AS TRAVEL, MATERIAL, ETC. (O&MN,R)	1.0 Lot
3001	ODCs IN SUPPORT OF CLIN 1001, SUCH AS TRAVEL, MATERIAL, ETC. (TBD)	1.0 Lot
3002	ODCs IN SUPPORT OF CLIN 1002, SUCH AS TRAVEL, MATERIAL, ETC. (TBD)	1.0 Lot
3003	ODCs IN SUPPORT OF CLIN 1003, SUCH AS TRAVEL, MATERIAL, ETC. (TBD)	1.0 Lot
3004	ODCs IN SUPPORT OF CLIN 1004, SUCH AS TRAVEL, MATERIAL, ETC. (TBD) Option	1.0 Lot

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

FOR

EXPEDITIONARY WARFARE INTEGRATION FACILITY INTEGRATED CONCEPT TEAM SUPPORT

1.0 SCOPE

The Expeditionary Warfare Integration Facility (EWIF) located at the Naval Surface Warfare Center, Panama City (NSWC-PC), Florida, was established to enable the introduction of new technology to the US warfighter by taking laboratory research developments forward to military experimentation environments. In keeping with the expeditionary warfare mission, several technologies are currently being evaluated in the EWIF. In addition to these ongoing efforts new initiatives have also been identified. To facilitate coordination of these initiatives the EWIF team has recognized the need to establish an Integrated Concept Team (ICT) to address potential interoperability issues which may arise in a command and control, web-based architecture, environment. This ICT will also be the forum to bring together members from different functional and operational areas/groups representing all branches of the service, as well as, technical experts in the areas of Command and Control, Net-Centricity, etc.

2.0 APPLICABLE DOCUMENTS

None

3.0 REQUIREMENTS

NSWC-PC's Joint Combat Systems Department is responsible for the design and operation of the EWIF. The EWIF requires supplemental technical and programmatic support in order to establish and manage the efforts of the Expeditionary Warfare Integration Facility - Integrated Concept Team (EWFI-ICT). Support to be provided as outlined below:

3.1 The contractor shall support the EWIF-ICT by providing supplemental technical and program management support. The contractor will participate at EWIF-ICT meetings, as required, by the NSWC-PC technical lead.

3.2 The contractor shall organize, coordinate, and facilitate collaboration meetings between EWIF-ICT members and other Department of Defense (DoD) and Non-DoD agencies with interest in EWIF initiatives identified by the government lead. Specific areas of interest include:

- a) Command and Control (C2) Applications
- b) Net-Centric Information Technology (IT) architectures
- c) Internet Protocol Version 6 (IPv6) Migration
- d) Everything Over Internet Protocol (EOIP)
- e) Homeland Security Sensor Integration and Data Management
- f) Unmanned Vehicles Net Centric Control
- g) Communications System Integration

3.3 The contractor shall assist in performing technical analyses and assessments of candidate applications in the areas listed above.

3.4 The contractor shall identify potential testing scenarios to evaluate and demonstrate the initiative in paragraph 3.2.

3.5 In support of the EWIF-ICT, the contractor shall, may be required to create and provide draft presentations,

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schedules, and supporting documentation, as needed.

3.6 Travel - The contractor will be required to travel for this tasking. Travel expenses are limited by the Government Travel Regulations. Current approved destinations are: Miami, FL; Norfolk, VA; Panama City, FL; Colorado Springs, CO; Tampa, FL; and Washington DC; however, other destinations may be added at the discretion of the NSWC-PC technical point of contact.

The number of trips to each destination specified above may be varied as program requirements dictate. However, under no circumstances may the contractor travel to a destination other than one of those specified above without authorization of the Contracting Officer.

4.0 GOVERNMENT FURNISHED INFORMATION

The Government will furnish the contractor with all documents necessary to perform the above-mentioned duties within 10 days of contract award. Documents to be maintained on file by the contractor will be delivered as required.

5.0 DELIVERABLES

All data deliverables shall be in accordance with a schedule as specified in the attached Contract Data Requirements List, DD Form 1423-2, Exhibit A.

6.0 PERIOD OF PERFORMANCE

The period of performance for the statement of work is for a base period of 12 months from date of award. In addition, four award terms of one year each may be earned.

7.0 SECURITY

Data generated under this delivery order shall be unclassified. The contractor will not be required to possess or store classified material in support of this effort; however, the contractor may be required to access materials or attend meetings at Government facilities that may include materials or discussions to the SECRET level.

8.0 DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this delivery order shall carry the following limitation statement. Word processing files shall have the statements included on the cover page of any resultant hard copy. Each delivered diskette shall be marked externally with the statements.

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND US DOD CONTRACTORS ONLY; ADMINISTRATIVE OR OPERATIONAL USE, (DATE). OTHER REQUESTS SHALL BE REFERRED TO COMMANDING OFFICER, COASTAL SYSTEMS STATION, NAVAL SURFACE WARFARE CENTER PANAMA CITY, ATTN: CODE R11, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW THE PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

9.0 RELEASE OF INFORMATION

All technical data provided to and/or developed by the Contractor shall be protected from public disclosure in accordance with the markings thereon. All other information relating to the items to be delivered or services to be performed under this contract shall not be disclosed by any means without prior written approval of the authorized representative of the Contracting Officer. Dissemination or public disclosure includes, but is not limited to: permitting access to such information by foreign nationals or such other persons or entities; publication of scientific or technical papers; advertising; or any other proposed public release. The Contractor shall provide adequate protection

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to such information so as to preclude access by any person or entity not authorized such access by the Government.

10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for superior performance is contained in the task order award term clause and plan.

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SECTION D PACKAGING AND MARKING

Packaging and Markings shall be to best commercial practices.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance of deliverables will be by Government personnel at the Naval Surface Warfare Center Panama City.

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SECTION F DELIVERABLES OR PERFORMANCE

PERIOD OF PERFORMANCE

LABOR

SubCLIN 1000 Base Year - SubCLIN 1003 Award Term 3: September 28, 2006 - September 27, 2010

SubCLIN 1004 Award Term 4: September 28, 2010 - September 27, 2011

ODCs

SubCLIN 3000 Base Year - SubCLIN 3003 Award Term 3: September 28, 2006 - September 27, 2010

SubCLIN 3004 Award Term 4: September 28, 2010 - September 27, 2011

FOB DESTINATION:

All deliverable items shall be shipped FOB DESTINATION to:
Naval Support Activity Panama City
Attn: Receiving Officer
110 Vernon Avenue
Panama City FL 32407

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SECTION G CONTRACT ADMINISTRATION DATA

The Ceiling Table with Labor CLINS 1000-1003 and ODC CLINS 3000-3003 with Labor CLIN 1003 and ODC CLIN 3003 being awarded is as follows:

FROM BY TO
COST
FEE
ODC
CPFF

1. The Task Order Manager is identified as:

Mr. Donald Robeson, Code R11
110 Vernon Ave.
Panama City, FL 32407
donald.robeson@navy.mil
850.235.5536

2. The Contract Specialist is identified as:

Mr. Stuart Burman
110 Vernon Ave., B32
Panama City, FL 32407
stuart.burman@navy.mil
850.636.6035

Accounting Data

SLINID	PR Number	Amount
100001	61805219	
LLA :		
AA 1751319 W3DM 000 RA313 0 068342 2D 000000 09655000YAH0 DOC NUMBER N0001406WX21091AA		
100002	62705735	
LLA :		
AB ACRN: AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJL063XN02		
3000	62705714	
LLA :		
AB ACRN: AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJL063XN02		

BASE Funding
Cumulative Funding

MOD 02

100101 72482137
LLA :

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AC 1761319 W2DC 000 RA309 0 068342 2D 000000 09999000HTG0
RCP: N0001407WX20442 RCP ACRN: AA

MOD 02 Funding
Cumulative Funding

MOD 03

100102 82480853
LLA :
AD 97X4930 NH1D 000 77777 0 061331 2F 000000 31DJA08JTF11

MOD 03 Funding
Cumulative Funding

MOD 04

100103 91245306
LLA :
AE 97X4930 NH1D 000 77777 0 061331 2F 000000 31A1M0902161

MOD 04 Funding
Cumulative Funding

MOD 05

100301 92535434
LLA :
AF 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ1092BN04

MOD 05 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 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.

NAVSEA 5252.216-9122 -- LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 2,420 total man-hours of direct labor per year, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (Offeror to fill-in) man-hours are uncompensated effort. 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 first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 46.36 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 contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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

or (ii) subject to the provisions of the clause of this contract 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 contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract 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) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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KEY PERSONNEL CLAUSE

(a)The Contractor agrees that a partial basis for award of this contract is the following list of key personnel:

Principle Engineer

Principle Scientist 1

Principle Scientist 2

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Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 120 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 forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (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.

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in Section L) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

CHANGES IN KEY PERSONNEL

Requests for post award approval of additional and/or replacement key and non-key personnel 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. *Provided at the time of award.

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AWARD TERM CLAUSE

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of performance. For each year of the order, contractor performance is evaluated and ratings are assigned based on how well the contractor has performed. If ratings are satisfactory or better for Year 1, the contractor earns Year 2; if ratings are satisfactory or better for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are less than satisfactory for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the "Award Term Plan".

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AWARD TERM PLAN

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The Government will assess the quality of the Contractors performance as follows:

a. Evaluation Criteria. The evaluation criteria are as follows:

- Was the Contractor cooperative and capable?
- Were services and/or deliverables provided in a timely manner in accordance with the terms of the Task Order?
- How would you rate the quality of the services and/or deliverables received?
- If you had another requirement for these services and/or deliverables, would you hire this contractor again?
- How would you rate the performance of the contractor from a cost management (or cost control) perspective?
- Comments

b. Ratings. The ratings used are:

- "1" = unsatisfactory
- "2" = marginal
- "3" = satisfactory
- "4" = good
- "5" = superior

The contractor must receive a rating of satisfactory or better on each of the above evaluation criteria in order to receive the award-term incentive. A rating of less than satisfactory on any of the above criteria will result in the incentive not being earned.

c. Evaluation Period. The evaluation periods will be (1) from award of the order through the end of the base period of performance and (2) for each award term year thereafter. Interim evaluations will also be conducted as described in paragraph (e) below.

d. Personnel. The Government evaluation team shall consist of an Assessing Official, performance monitors, and a Reviewing Official. Their responsibilities include:

(1) Assessing Official. This individual considers all information from performance monitors and other pertinent sources and prepares the written reports evaluating the contractor's performance.

(2) Performance Monitors. Performance monitors continually monitors contractor's performance at the task order level and provide input to the Assessing Official to be used in preparing performance reports. Monitors may provide written and or verbal input as directed by the Assessing Official.

(3) Reviewing Official. The Reviewing Official is normally the contract specialist administering the task order. That individual will reconcile any disagreements between the Assessing Official and the contractor and will finalize ratings and close reports whenever such disagreements exist.

e. Interim Evaluations. An interim evaluation shall be conducted at the midpoint (e.g. end of sixth month for a 12 month period of each evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the contracting officer of the contractor's current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The contracting officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The contracting officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

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f. End-of-Period Evaluations. No later than 60 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs, the Assessing Official will forward the report to the Reviewing Official who will finalize the ratings, close the report and prepare the modification for the Contracting Officer to place the next award term. If the contractor does not concur with ratings, the Assessing Official will forward the report to the Reviewing Official who will reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. The Reviewing Official will prepare and submit the modification and a copy of the closed report to the Contracting Officer. All reports must be closed no later than the 30 days prior to the end of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

g. Award-Term Determination. The contractor must receive a rating of satisfactory or better on each of the evaluation criteria in order to be eligible to have the task order extended. The Contracting Officer will review the closed report to determine if the award term has been earned and issue the appropriate unilateral contract modification. The award term is subject to cancellation based on the following specific contingencies: elimination of the requirement; lack of funding; and unfavorable determination that price is fair and reasonable.

h. Changes to the Award-Term Plan. This award term plan is a part of the order and can only be changed by a bi-lateral modification to the order. Either party may propose a change to the plan at any time. However, if either party desires a change and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

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SECTION I CONTRACT CLAUSES

Applicable Section I clauses are contained in the Basic MAC document.

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SECTION J LIST OF ATTACHMENTS

Attachment 1: DD-FORM 1423

Attachment 2: DD-FORM 254