

| | | | |
|--|----------------------------------|--|---------------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 |
| 2. AMENDMENT/MODIFICATION NO. 06 | 3. EFFECTIVE DATE 20-Jan-2010 | 4. REQUISITION/PURCHASE REQ. NO. N62473-09-MR-57767 | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY NAVFAC SOUTHWEST 1220 Pacific Highway, Building 127 San Diego CA 92132 PAULA.CONLEY@NAVY.MIL 619-532-3771 | CODE N62473 | 7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299 | CODE S2101A |

| | | |
|--|----------------------------|--|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) OMNITEC Solutions 6701 Democracy Blvd Suite 300 Bethesda MD 20817-1574 | | 9A. AMENDMENT OF SOLICITATION NO. |
| | | 9B. DATED (SEE ITEM 11) |
| [X] | | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4481-EFE1 |
| | | 10B. DATED (SEE ITEM 13) 12-Nov-2008 |
| CAGE CODE 1PN29 | FACILITY CODE 086296030 | |

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 checked="" type="checkbox"/> | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: CHANGES CLAUSE 52.243-4 |
| <input type="checkbox"/> | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

| | | | |
|--|---------------------------------|---|---------------------------------|
| 15A. NAME AND TITLE OF SIGNER (Type or print) Matt Mazzuca, Authorized Company Representative | | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) PAULA J CONLEY, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR /s/Matt Mazzuca (Signature of person authorized to sign) | 15C. DATE SIGNED 20-Jan-2010 | 16B. UNITED STATES OF AMERICA BY /s/PAULA J CONLEY (Signature of Contracting Officer) | 16C. DATE SIGNED 26-Jan-2010 |

| | | | | |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 2 of 2 | FINAL |
|----------------------------------|----------------------------|----------------------------------|----------------|-------|

GENERAL INFORMATION

The purpose of this modification is to extend the task order completion date due to a change in requirements. Additional time is required in order to amend existing solicitation documents and spreadsheets as a result of contractor questions. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The task order completion date is changed from December 31, 2009 to March 31, 2010.

The task order price remains the same and all other terms and conditions remain unchanged.

"CONTRACTOR'S STATEMENT OF RELEASE"

Acceptance of this modification by the Contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs impact, effect and for delays and disruptions arising out of or incidental to the work as herein revised.

The total amount of funds obligated to the task is hereby increased by \$0.00 from \$349,887.24 to \$349,887.24.

The total value of the order is hereby increased by \$0.00 from \$349,887.24 to \$349,887.24.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 1 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

| Item | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|--------|---|-----|------|--------------|--------------|
| ----- | | | | | |
| 2000 | Develop Performance Work Statements | | | | \$349,887.24 |
| 2000AA | Placeholder for funding (OTHER) | 1.0 | Lot | \$349,887.24 | \$349,887.24 |
| 2000AB | PWS - 50% REVIEW MEETING (O&MN,N) | 1.0 | Lot | \$0.00 | \$0.00 |

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 2 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C – STATEMENT OF WORK

DEVELOP PERFORMANCE WORK STATEMENTS (PWS)

FOR

ENVIRONMENTAL SERVICES AND SAMPLING/LABORATORY SERVICES

1.0 BACKGROUND

The Naval Facilities Engineering Command Southwest (NAVFAC SW) Environmental Services (ES) Branch of the Environmental Core (EC) requires technical expertise to revise two Performance Work Statements (PWSs) in conformance with Performance Based Service Acquisition (PBSA) concepts and NAVFAC Facility Management and Facility Services (FM/FS) Templates. One PWS will be for Environmental Services (EVS) and the other for Sampling and Laboratory Services (LAB). The work is currently performed under one (1) contract and includes fixed price and indefinite delivery/indefinite quantity (IDIQ) pricing.

2.0 WORK SCOPE

The contractor shall provide all labor, materials and equipment necessary to accomplish the following requirements:

- 2.1 separate the existing Performance Work Statement (PWS) two functions: EVS and LAB;
- 2.2 facilitate and lead all meetings between the Contractor and PWS Team; attend and actively participate in an associated Industry Forum; recommend and coordinate responses to public comments;
- 2.3 develop draft and final Sections B, C, F, J, and L reflecting current requirements for both PWSs and incorporating lessons learned from the prior A-76 contract;
- 2.4 develop draft and final Functional Assessment Plan (FAP) and Performance Assessment Plan (PAP);
- 2.5 develop draft and final Cost Estimates (CEs); and
- 2.6 develop draft and final Lessons Learned Report.

3.0 MINIMUM QUALIFICATIONS

3.1 Experience. Personnel proposed for this project must have a minimum of three (3) years direct experience with Performance Based Service Acquisition (PBSA) concepts and it is preferred for personnel to have three (3) years recent experience with NAVFAC Facilities Support Contracts (FSC) PWSs and associated templates. Experience may have been obtained concurrently. Proposed personnel must also have experience in planning and conducting orderly meetings to maintain group focus, establishing agenda/discussion topics, and defining meeting objectives.

3.2 Availability.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 3 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

3.2.1 On-Site Support. The Contractor shall be available and ready to provide on-site support in San Diego, CA within fourteen (14) days of award. There are a minimum of four (4) mandatory meetings in San Diego, CA; two (2) two-day meetings and two (2) one-day meetings. Contractor personnel shall be continuously available throughout the period of performance. If the Contractor's designated Project Manager (PM) is temporarily incapacitated or unavailable for duty, a fully qualified "temporary" point of contact shall be substituted and subject to approval of the Contracting Officer. No other personnel substitutions will be permitted without the written authorization of the Contracting Officer.

3.2.3 Response Time. The PM shall be readily available by telephone and/or email for contact throughout the period of performance. The maximum response time for a return call/email response to the PWS Team Leader or Contracting Officer's Representative (COR) is four (4) working hours.

4.0 DOCUMENTATION

4.1 Attachments. The following documents are attached:

4.1.1 NAVFAC User Guides for the following templates: FSC/BOS; Facilities Support; and Environmental

4.1.2 Template Annexes 1, 2, and 18

4.2 Additional Documentation. To ensure compliance with the project requirements, the Contractor will be provided with the following documentation on CD-Rom:

4.2.1 Partially revised Annexes 1, 2, and 18; partially revised documents for Attachment J

4.2.2 NAVFAC FSC/BOS Template Waiver Request

4.2.3 Process for Cost Estimating (BMS B-14.11)

4.2.4 Performance Assessment Plan (PAP) for Contract N68711-03-R-4302

4.2.5 Functional Assessment Plan (FAP) for Contract N68711-03-R-4302

4.2.6 Contract N68711-03-R-4302 and Solicitation N69450-07-R-0563

4.2.7 Overview of Services and Key Contract Terms

4.2.8 Existing Master Plan of Action and Management (POAM) Schedule

4.2.9 Sample Comment Documentation Form

5.0 PROJECT SCHEDULE

5.1 General. The Contractor shall provide the technical expertise and resources to manage the project schedule and total work effort to ensure formation of legally sufficient, quality documents that fully address performance requirements and minimize exposure to disputes. Management of the project schedule includes, but is not limited to: planning; scheduling; tracking; report preparation; establishing and maintaining records; supervision; and quality control.

5.2 Completion Time. The completion time for this project shall not exceed 120 days from date of Task Order award.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 4 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

5.3 Definitions. “Days” mean “calendar days.”

5.4 Timeframes. The Contractor will coordinate with the PWS Team to revise an existing Master Plan of Action and Milestones (POAM) and establish firm delivery dates for final work products. Timeframes for each deliverable will depend on the sequence of events developed in the revised Master POAM maintained by the Contractor.

5.5 Acceptance. Draft and final deliverables are not considered accepted until approved by the Contracting Officer.

Project Deliverables

| Task | Deliverable/ Event (applicable to both EVS and LAB PWSs) | Due Date |
|------------|--|--------------------------------|
| 1.0 | Kickoff Meeting and Kickoff Report (2 days, San Diego, CA) | 14-30 Days After Award |
| 2.0 | Develop 50% Draft PWSs (Sections B, C, F, J, and L) | 31-60 Days After Award |
| 2.1 | Develop Draft Document | 40 Days After Award |
| 2.2 | On-site Review and Status Meeting | 50 Days After Award |
| 3.0 | Develop 80% Draft PWSs w/FAP and PAP | 61-90 Days After Award |
| 3.1 | Develop 80% Draft PWSs w/FAP and PAP | 70 Days After Award |
| 3.2 | On-site Review and Status Meeting | 80 Days After Award |
| 4.0 | Attend Industry Forum and Finalize PWSs | 91-100 Days After Award |
| 5.0 | Develop CEs 91-100 Days After Award | 91-100 Days After Award |
| 6.0 | Develop Administrative Record Report | 90-120 Days After Award |
| 6.1 | Develop Draft Administrative Record Report | 100 Days After Award |
| 6.2 | Finalize Administrative Record Report | 115 Days After Award |

6.0 WORK SCOPE - TASK DETAILS

Task 1 – Kickoff Meeting and Kickoff Report (14-30 Days After Award)

1.1 Kickoff Meeting (Held 14 Days After Award). A two-day PWS development meeting will be held in San Diego, CA to meet team members, tour the facilities, review project requirements and deliverable formats, discuss roles and responsibilities, assumptions, processes, and review the Contractor-proposed POAM steps, sequencing, and schedule for the project. The Contractor shall prepare and distribute the agenda and/or discussion materials for the Kickoff Meeting. The Kickoff Meeting should conclude with an understanding by all parties of the project objectives, deliverable expectations, associated sequences and schedules (i.e., the revised POAM), individual work assignments, issues and concerns to be resolved, and team contribution requirements to complete each task.

1.2 Kickoff Report (Due 24 Days After Award). The Contractor shall deliver a report documenting the approach for the Contractor and PWS Team to adequately complete all deliverables within the prescribed time. The report shall include at a minimum: an understanding of the Annexes to be utilized; Section J Format; Work Breakdown Structure (WBS); revised POAM; individual work assignments; potential issues; and team contribution requirements to complete each task. If it is determined during the Kickoff Meeting a deviation is necessary to the NAVFAC BOS template, the Contractor will also assist the PWS Team in developing a FSC/BOS Waiver Request using Attachment 4.2.2. The PWS Team will provide review comments within three (3) days of receipt and the Contractor will have three (3) days to submit a revised final report.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 5 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

Task 2 – Develop 50% draft PWS Sections (31-60 Days After Award)

2.1 50% Draft PWS Documents (Due 40 Days After Award). The Contractor shall develop and submit a 50% performance-based draft of Sections B, F, J, L, and all Section C Annexes and Specification Items for both solicitations. The Contractor is responsible for tracking all changes and maintaining version control on all project documents until the Contracting Officer accepts and approves the final version. Each deliverable shall be in uniform contract format and the required NAVFAC formats, including:

2.1.1 Proposed Work Breakdown Structures (WBS) with a maximum of four digits;

2.1.2 Pricing Structure for Section B, Attachment J, and Exhibit B (ELIN). The pricing structure shall be in sufficient detail to support pricing of contract line items, proper evaluation of offers, breakout of pricing for funding, and/or other customer specific requirements.

2.1.3 Section C Annexes and Spec Items with completed Performance Objectives, Related Information, and Performance Standards for each required service item;

2.1.4 Section F;

2.1.5 Section J Attachments in proposed formats populated with current data. The Contractor shall compile, organize, and retain all supporting documentation, inventories, reference material, etc. obtained from PWS Team;

2.1.6 Section L, including specific instructions and questions for Offerors; and

2.1.7 Transmittal letter addressing any new issues, risks, opportunities, or other factors that might impact cost, performance, and/or schedule. The letter shall make appropriate recommendations for resolution.

2.2 On-Site Review and Status Meeting (Held 50 Days After Award). The Contractor shall participate in a two (2) day on-site meeting in San Diego, CA. As in the Kickoff Meeting, the Contractor is responsible for all preparations and facilitation, including: distributing agendas and presentation/discussion materials; leading discussions; etc. The Contractor shall also review status of tasking, completed and open actions, problems encountered and resolved, decisions made, POAM status, and recommend actions to meet remaining milestones. The meeting is designed to ensure that tasks and deliverables are: on schedule; correct in structure, concept, and approach; and that risks, opportunities, and potential issues identified by the Contractor are discussed and resolved by a near-term plan of action to be carried out in Task 3. The meeting should conclude with an understanding by all parties of the potential issues and contribution requirements to be completed in Task 3.

Task 3 – Develop 80% PWSs and FAP/PAP (61-90 Days After Award)

3.1 80% Draft PWS Documents (Due 70 Days After Award). The Contractor shall incorporate approved comments from the 50% on-site review and develop and submit a draft Performance Assessment Plan (PAP) and Functionality Assessment Plan (FAP) for each solicitation.

3.2 On-Site Review and Status Meeting (Held 80 Days After Award). A one day site visit will be held with the PWS Team to: review the revised documents; review progress and status of taskings; review completed and open actions; review problems encountered and problems resolved; discuss decisions made; discuss POAM status; and recommended actions to meet remaining milestones. The site visit must conclude with confirmation that the Contractor's deliverables are ready for public comment. Review comments at this stage are expected to be minimal. The Contracting Officer will post approved drafts on the Government-wide Point of Entry (GPE) site for public review and comment. The Contractor is responsible to coordinate and establish all on-site events.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 6 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

Task 4 – Attend Industry Forum and Finalize PWSs (91-100 Days After Award)

The Contractor shall attend and actively participate in a one-day Industry Forum in San Diego, CA. This meeting will be held approximately 90 days after award. The Contractor shall review, assess, and recommend responses to public comments with the PWS Team. If new or unresolved issues are identified, they shall be itemized in writing and submitted to the PWS team within three (3) days of the forum along with recommended corrective actions and proposed replacement language.

Responses and recommendations for industry comments shall be documented not later than 95 days after award as shown in Section 4.2.9 and accepted changes shall be incorporated into the 80% Draft PWSs as part of this task. The PWSs are complete when all authorized changes have been incorporated and the documents are correct in structure, concept, and approach and accepted by the government.

Task 5 – Develop Cost Estimate (CE) (91-100 Days After Award)

The Contractor shall develop draft detailed Cost Estimates (CEs) for the base and option years utilizing Sections L & M of the Environmental solicitation not later than 95 days after award. Methodologies to derive the estimates should be based on industry standards (e.g. RS Means, Timberline, EPS and or UPB, SCA, and DBA wage rates and labor categories, and comply with all Federal, State, and local minimum employment benefit provisions. Each CE shall include supporting data and rationale to document the methodology, standards, unit prices, escalation rates, and assumptions used for all elements of cost. The CE shall be provided in a format consistent with pricing instructions provided in Section L. The CE should require little or no revision.

Task 6 – Prepare and Submit Administrative Record Report (100-120 Days After Award)

6.1 Draft Documentation. The Contractor shall develop a draft “Administrative Record” report documenting the best practices used and lessons learned during development of each PWS. This report is intended as an official record and repository for all documentation, information and decisions related to the PWS process. To be considered complete, the report must have sufficient detail to respond to any inquiries arising after project completion. The report and appendices shall be submitted to the PWS Team not later than 100 days after award. Required Appendices include:

- 6.1.1 The data collected, analyzed, and relied upon in the development process;
- 6.1.2 Records pertaining to issues identified, alternatives discussed, and resolution plans;
- 6.1.3 Meeting minutes, reference material, historical documents, project deliverables, etc.; and
- 6.1.4 Lessons Learned.

6.2 Final Documentation. The PWS Team will return comments on the draft “Administrative Record” report within five (5) days of receipt. The Contractor shall incorporate or respond to the comments and submit a Final version of the report not later than 115 days after award

6.3 Media. Upon completion and Contracting Officer approval of the Administrative Record, all document files generated in support of each PWS development process shall be saved to a CD-ROM in logical subject folders. Reference and supporting documents not in electronic form shall be scanned at minimum 300 dpi resolution and saved to the appropriate folder. Three (3) copies of each master CD-ROM, labeled with each solicitation name, number, date, contractor name and contract number shall also be provided to the PWS Team. Media shall be submitted not later than 120 days after award.

7.0 FORMAT

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 7 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

7.1 General. All draft work products developed or revised under this contract shall include a footer including the creation or modification date and the following label: "PROCUREMENT SENSITIVE - FOR OFFICIAL USE ONLY". All work products shall be submitted in unlocked MS Office 2000 applications (excluding PDF source documents that are not available in MS Office readable format) and in PDF format.

7.2 Acceptance. Draft and Final Deliverables are not considered accepted until approved in writing by the Contracting Officer.

8.0 PERFORMANCE ASSESSMENT MEASURES

The following factors will be considered in performance assessment reviews:

8.1 Schedule. Degree to which the schedule was maintained.

8.2 Quality. Degree to which issues were anticipated, identified and resolved; knowledge and expertise of project staff; professionalism of staff and deliverables; degree of compliance with legal and policy directives; ability to anticipate, identify, and resolve issues efficiently.

8.3 Business Relations. Degree of effective and timely communication with the PWS Team; degree of perceived performance satisfaction by the PWS Team.

8.4 Cost. Degree to which the Contractor added value to the effort through experience, expertise, and recommendations.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 8 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

SECTION D PACKAGING AND MARKING

Not Applicable

| | | | | |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 9 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|-----------------|-------|

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance will be performed by the Contracting Officer as stated in Sections 5.5 and 7.2 in the Statement of Work.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 10 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

Services to be performed hereunder will be provided at Navy Facilities Engineering Command Southwest, San Diego, CA. Completion of Task Order shall not exceed 120 days from the date of Task Order award.

Place of Performance

Services may be provided off-site, on-site, or a combination of, depending on program requirements. However, the contractor will conduct PWS Progress Review Meetings at Naval Facilities Engineering Command, SW located at 1220 Pacific Highway, San Diego, CA 92132.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 11 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Samantha S Darella, AQ3
Contracting Officer
1220 Pacific Highway
San Diego, CA 92132
samantha.darella@navy.mil
619-532-1219

The Contract Administrator for this effort is:

Name: Paula Conley

Address: 1220 Pacific Highway, San Diego, CA 92132

Phone: (619) 532- 3771

Email: paula.conley@navy.mil

Designated Points of Contact

A list of designated points of contact will be provided to the Contractor 10 days after award.

Correspondence

· Timeliness - Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.

ADMINISTRATIVE CONSIDERATIONS

To promote timely and effective administration, correspondence shall be subject to the following procedures:

a) Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the designated point of contact with an information copy to the Contract Administrator (CA) and Contracting Officer.

b) All other correspondence (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this SOW) shall be addressed to the CA and Contracting Officer with an information copy to the designated point of contact.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 12 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

INVOICING

The Contractor shall bill no more than once monthly and shall develop line items using the task details identified in its supplemental pricing information to develop its invoice. All payment requests must be submitted electronically through email to NAVFAC SW. Hardcopy invoices shall not be accepted, unless requested by NAVFAC SW. "Payment request" means any request for contract financing payment or invoice payment by a Contractor. To constitute a proper invoice, the payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)." To ensure the timely processing of invoices NAVFAC SW uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act." Supporting documentation shall be attached to the invoice in the form of an Adobe PDF file. There is a 4MB limitation on file size for these attachments.

Invoices must include, as a minimum, the following information for each individual:

- Contract number
- Contractor name and point of contact
- Invoice number and date
- CONTRACT NO.
- DELIVERY ORDER NO.

Information to be provided for reimbursable travel:

- Time Period Covered
- Total value of contract through modification
- Percentage of performance complete
- Value of completed performance
- Total of prior payments
- Amount of this invoice
- Any Travel or Other Direct Costs (ODCs) incurred (including supporting documentation/receipts for all charges) for the current billing period and cumulative to date.

All travel shall be in accordance with the Government's Joint Travel Regulation (JTR) or Federal Travel Regulation (FTR). All travel shall be approved, by the technical point of contact, prior to

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 13 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

commencement of travel. Travel vouchers and supporting documentation must be presented for payment with its invoice for payment.

POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

Interim and final evaluations of Contractor performance will be prepared on this effort in accordance with FAR Subpart 42.1500. A final performance evaluation will be prepared, by the designated point of contact, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the designated point of contact, annually to coincide with the anniversary date of this effort. The contractor will be measured against its performance on this task order and using the metrics identified in the SOW, Section 8.0.

Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty (30) calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the CO, whose decision will be final. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

```
Accounting Data
SLINID  PR Number          Amount
-----
2000AA          222959.42
LLA :
AA 97  XXXX4930 NE1E 000  77777 0 062473 2F 000000 390109002008
```

```
BASE Funding 222959.42
Cumulative Funding 222959.42
```

MOD 01

```
2000AB          32192.96
LLA :
AB 97  XXXX4930 NE1E 000  77777 0 062473 2F 000000 390109002008
```

```
MOD 01 Funding 32192.96
Cumulative Funding 255152.38
```

MOD 04

```
2000AA          32192.96
LLA :
AA 97  XXXX4930 NE1E 000  77777 0 062473 2F 000000 390109002008
```

```
2000AB          (32192.96)
LLA :
AA 97  XXXX4930 NE1E 000  77777 0 062473 2F 000000 390109002008
```

```
MOD 04 Funding 0.00
Cumulative Funding 255152.38
```

| CONTRACT NO. | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE | FINAL |
|------------------|--------------------|----------------------------|----------|-------|
| N00178-05-D-4481 | EFE1 | 06 | 14 of 19 | |

MOD 05

2000AA

94734.86

LLA :

AA 97 XXXX4930 NE1E 000 77777 0 062473 2F 000000 390109002008

MOD 05 Funding 94734.86

Cumulative Funding 349887.24

MOD 06 Funding 0.00

Cumulative Funding 349887.24

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 15 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION H SPECIAL CONTRACT REQUIREMENTS

GOVERNMENT FURNISHED PROPERTY/INFORMATION

The Contractor will not be provided any government furnished property to complete this task order.

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 16 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION I CONTRACT CLAUSES

FAR 52.215-1 Instructions to Offerors—Competitive Acquisition (Jan 2004)

(a) *Definitions.* As used in this provision—

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer’s discretion, result in the offeror being allowed to revise its proposal.

“In writing,” “writing,” or “written” means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation’s closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time,” if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror’s behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent’s authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is “late” and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 17 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR [52.225-17](#), Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall—

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [*insert numbers or other identification of sheets*]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

(1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 18 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

(except clarifications as described in FAR [15.306\(a\)](#)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

52.222-42 Statement of Equivalent Rates for Federal Hires

Environmental Protection Specialist, GS-0028/12 \$38.23

Environmental Engineer, GS-0819/13 \$45.47

Writer-Editor, GS-1083/12 \$38.23

52.246-4 Inspection of Services – Fixed Price (incorporated by reference)

| | | | | |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|
| CONTRACT NO. N00178-05-D-4481 | DELIVERY ORDER NO. EFE1 | AMENDMENT/MODIFICATION NO. 06 | PAGE 19 of 19 | FINAL |
|----------------------------------|----------------------------|----------------------------------|------------------|-------|

SECTION J LIST OF ATTACHMENTS

Annex 1 Template

Annex 1 User Guide

Annex 2 Template

Annex 2 Section F Template

Annex 2 Section J Template

Annex 18 Section C Template

Annex 18, ELIN Template

Annex 18, Section F Template

Annex 18, Section J Template

Annex 18, Section L Template

Past Performance Questionnaire to be provided to clients.

PAST PERFORMANCE QUESTIONNAIRE COVER SHEET

Exhibit A - Supplemental Pricing Information