

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4045	2. DELIVERY ORDER NO. EH01	3. EFFECTIVE DATE 01/10/2006	4. PURCHASE REQUEST NO. N00024-06-NR-55075
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5. ISSUED BY Naval Sea Systems Command (NAVSEA) LEWIS H WEAVER 0265W BUILDING 197, ROOM 5w-2730 1333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD, DC 20376-2040 lewis.weaver@navy.mil 202-781-3669 Ext.	CODE N00024	6. ADMINISTERED BY DCMC Baltimore - Manassas 10500 Battleview Parkway, Suite 200 Manassas, VA 22100	CODE S2404A
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7. CONTRACTOR Engineering Services Network, Inc 2450 Crystal Dr. Ste 1015 Arlington, VA 22202 TIN:	CODE 05BD7	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43213	CODE HQ0338
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13. TYPE OF ORDER	D <input type="checkbox"/>	X <input checked="" type="checkbox"/>	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Engineering Services Network, Inc	Linda Gift, Dir. Of Contracts
NAME OF CONTRACTOR	SIGNATURE
	TYPED NAME AND TITLE
	DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Clayton H. Ahrens	01/10/2006 CONTRACTING/ORDERING OFFICER	22. TOTAL \$625,034
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

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GENERAL INFORMATION

Amendment 03

The purpose of this amendment is to make corrections to Section L.

((2) correct sub paragraph 3.1.5 (formerly 3.1.4) referencing Attachment 2 vice Attachment 1 in the contents. Accordingly, the solicitation is hereby modified as follows:

1. Under Section L, add paragraph 3.1.3, "Section H - with all fill-ins to be completed by offeror."
2. Under Section L, revise paragraph 3.1.5 (previously paragraph 3.1.4) to read as follows:
3.1.5 List of Key Personnel, which shall include within a matrix/spreadsheet, all proposed labor category personnel specified in Attachment 2 to this solicitation, with the exception of general support. The following information must be included:
 - a. Individual's Name.
 - b. Labor category.
 - c. Proposed position / function
 - d. Company that individual is employed by.
 - e. Numbers of labor-hours that individual is being proposed by year.
 - f. Percentage of time dedicated to contract.
 - g. Years of applicable experience.
 - h. Highest degree attained.
 - i. Degree Area.
 - j. Security Clearance Level.

Note: A sample matrix is included as Attachment 2 to this solicitation.

3. Except as modified herein, all portions of the subject solicitation remain unchanged. For informational purposes only, a conformed copy of Sections B - M of this solicitation is attached to this amendment, including the changes made herein.

Amendment 02

The purpose of this amendment is to (1) correct Section L, paragraph 3.4.2 and (2) correct Attachment 3. Accordingly, the solicitation is hereby modified as follows:

1. Section L, paragraph 3.4.2 is revised to read as follows: "Supporting Cost Data. Provide supporting cost data as required in the format of solicitation Attachments 1 and 2. When the offeror elects to claim FCCOM as an allowable cost, the offeror must submit Form CASB-CMF and show the calculation of the proposed amount. Additional narrative may be attached to the Supporting Cost Data Table, if necessary, to describe derivation of labor rates, use of uncompensated overtime, pools to which indirect rates are applied, etc."
2. Attachment 3 is deleted in its entirety and replaced with a new attachment 3. The new attachment 3 provides ODC estimates.
3. Except as modified herein, all portions of the subject solicitation remain unchanged. For informational purposes only, a conformed copy of Sections B - M of this solicitation is attached to this amendment, including the changes made herein.

Amendment 01

The purpose of this amendment is to correct Block 9 of the solicitation's cover sheet. Accordingly, the solicitation is hereby modified as follows:

1. The set aside type specified in Block 9 of the solicitation's cover sheet is corrected to read, "Full." This

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procurement is reserved for only Small Businesses. Only concerns defined as small businesses in clause H-5 of the contract may compete. Any proposal received from concerns other than Small Businesses will not be considered.

2. Except as modified herein, all portions of the subject solicitation remain unchanged. For informational purposes only, a conformed copy of Sections B - M of this solicitation is attached to this amendment, including the changes made herein.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 Background: The mission of SEA 1043 is to establish, manage, and oversee implementation of an effective Information Security Program throughout the command. Project Lookback was established to accomplish the requirements of Executive Order 12958 as amended to conduct declassification reviews of classified material that is 25 years or older by 31 Dec 06.

2.0 Scope: The contractor will be required to conduct declassification reviews IAW NAVSEA priorities and direction utilizing personnel with sufficient technical expertise and appropriate personnel security clearances.

3.0 Tasks:

3.1 The contractor shall maintain and update the Project Lookback Classification Guide dated January 2005.

3.2 The contractor shall draft a plan of action and milestones to address the declassification effort required based on quantities and locations of materials and verified by on-site inspections. Present the plan of action and milestones to NAVSEA staff.

3.3 The contractor shall analyze classified documents created by NAVSEA and its predecessor organizations; recommend the appropriate method for storing, distributing, or disposing of such documents; and store, distribute, or dispose of such documents as directed. Most reviews will take place at NAVSEA WNY but some reviews will take place at other locations such as Navy Labs and University Affiliated Research Centers.

3.4 The contractor shall provide a brief written report on or around the 30th of each month addressing progress made in the prior 30 days and goals for the next 30 days. A more detailed report will be provided quarterly to provide the SECNAV Declassification Committee periodic updates on the progress of Project Lookback.

4.0 Security Requirements: The work under this contract shall be up to the SECRET level. Security Requirements pertaining to "Facility" and "Personnel" are as follows:

4.1 Facility

4.1.1 Capability to store up to SECRET level documents and other media in secure containers/area(s) will be provided by NAVSEA. Does not require classified storage at the contractor site.

4.1.2 Contractor must have a SECRET or higher Facility Security Clearance.

4.2 Personnel

4.2.1 Key Personnel to be U.S. citizens.

4.2.2 Key personnel to have SECRET clearances.

5.0 Location: Work will be performed at a Government facility (NAVSEA, NAVSEA field location, NARA/Federal Records Center) or a cleared University Affiliated Research Center.

6.0 Deliverables

- Monthly Report

- SECNAV Declassification Committee Report - Quarterly

NAVSEA CAAS Study Team Review of Task Order No. N00178-04-D-4045-EH01 - Determination: Labor - 100% CAAS, 0% Non-CAAS. ODCs - 100% Non-CAAS.

Justification: On 09 January 2006, Mr. David Diamantopoulos, NAVSEA CAAS Study Team Co-Chairman, and Mr. Clayton Ahrens, a member of the study team, reviewed the requirements addressed within the subject Task Order. During the review it was determined that the labor requirements addressed within the subject task order are 100% CAAS as defined within Public Law 10 U.S.C., Section 2212.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with SEACION D of the IDIQ.

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with SECTION E of the IDIQ.

SECTION F DELIVERIES 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:

1000AA	1/1/2006 - 12/31/2006
3000AA	1/1/2006 - 12/31/2006

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

1100AA	1/1/2007 - 12/31/2007
1200AA	1/1/2008 - 12/31/2008
1300AA	1/1/2009 - 12/31/2009
3100AA	1/1/2007 - 12/31/2007
3200AA	1/1/2008 - 12/31/2008
3300AA	1/1/2009 - 12/31/2009
4400AA	1/1/2010 - 12/31/2010
6400AA	1/1/2010 - 12/31/2010

SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
James Isoda, SEA 10
1333 Issac Hull Ave SE
Washington Navy Yard, DC 20376
james.isoda@navy.mil
202-781-13071

SECTION H SPECIAL CONTRACT REQUIREMENTS

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 28750 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(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 110.58 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.

(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 overrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an overrun 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.

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	ALLOTED TO COST	ALLOTED TO FIXED FEE	CPFF	M/HS	EST. POP

(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

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CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLIN(s)/SLIN(s) 1000AA , 3000AA 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.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

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

Officer that the technical instruction is within the scope of this contract.

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

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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

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firm. This paragraph does not apply to construction or service contracts.

SECTION I CONTRACT CLAUSES

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

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

Item Latest Option Exercise Date

1100AA	01 Apr 2006
3100AA	01 Apr 2006
1200AA	01 Apr 2007
3200AA	01 Apr 2007
1300AA	01 Apr 2008
3300AA	01 Apr 2008
4400AA	01 Apr 2009
6400AA	01 Apr 2009

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Financial Accounting Data (FAD) Sheet

Attachment 2 - DD Form 254