

DELIVERY ORDER **FINAL**

1. CONTRACT NO. N00178-06-D-4710	2. DELIVERY ORDER NO. 000206	3. EFFECTIVE DATE ORIG 09/29/2006 MOD 02/06/2008	4. PURCHASE REQUEST NO. N00178-08-MR-63877
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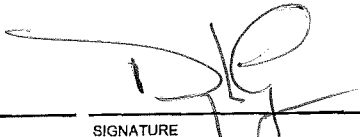
5. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 emily.glazman@navy.mil 540-653-4306	CODE N00178	6. ADMINISTERED BY DCMA ORLANDO 3555 MAGUIRE BLVD. ORLANDO FL 32803-3726	CODE S1002A
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7. CONTRACTOR Carley Corporation 12600 Challenger Parkway, Suite 200 Orlando FL 32826-2700	CODE OTB78	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME (hours local time - Block 5 issuing office)
			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
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13. TYPE OF ORDER	D	X	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.

Carley Corporation		Douglas K. Tyson, Esq. Director of Contract	2/15/2008
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: Linda B Kline  02/06/2008 CONTRACTING/ORDERING OFFICER	22. TOTAL \$9,040,671.00
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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

The purpose of this modification is to realign ceiling from the labor CLIN (1100) to the ODC CLIN (3100) for Option Period 1 to accommodate additional materials and travel. Additionally, accountability of the funds is transferred between these CLINS. The net funding on the contract remains the same although the funded values for each CLIN are modified. Accordingly, said Task Order is modified as follows:

1. REALIGNMENT OF VALUE FROM CLIN 1100 TO CLIN 3100

The value of CLIN 1100 is realigned to accommodate additional ODCs (CLIN 3100). The overall value of the Option Period 1 is not changed.

DELETE

	Cost	Fee	CPFF	
Option 1 Option 1 ODC	1100	\$3,994,848	\$244,073	\$4,238,921
	3100	\$18,750		\$18,750
	TOTAL			\$4,257,671

INSERT

	Cost	Fee	CPFF	
Option 1 Option 1 ODC	1100	\$3,885,658	\$237,402	\$4,123,060
	3100	\$134,611		\$134,611
	TOTAL			\$4,257,671

2. The level of effort for CLIN 1100 is reduced proportionate with the reduction in value. The LOE is reduced from 69705 hours for the base period to 67800 hours. This is reflected in Section G.

3. TRANSFER OF ACCOUNTABILITY OF FUNDING FROM CLIN 1100 TO 3100.

Accountability of the following funds are transferred:

ACRN	Amount	Obligating Mod	Type \$	FROM	TO
AG	115,861	MOD 5	OM&N	110002	310002

These transfers and the realignment are reflected in Section G.

A conformed copy of this Task Order is attached to this modification.

The total value of the task order remains unchanged. The total amount of funds obligated to the task is hereby increased by \$0.00 from \$7594000.00 to \$7594000.00.

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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	ILE Equipment Operation Support for CSCS BASE PERIOD 09/29/2006 thru 09/28/2007 in accordance with Section C (TBD)	1.0 Lot	\$4,142,802.00	\$253,269.00	\$4,396,071.00
100001	AWARD \$3,500,000 MOD 2 (\$319,100) MOD 3 (\$46,730)				
100002	AWARD \$214,901				
100003	AWARD \$1,047,000				
100004	MOD 03				
1100	ILE Equipment Operation Support for CSCS- OPTION 1 09/29/2007 thru 09/28/2008 in accordance with Section C (TBD)	1.0 Lot	\$3,885,658.00	\$237,402.00	\$4,123,060.00
110001	MOD 04 \$2,481,250				
110002	MOD 05 \$311,000, MOD 06 \$-115,861				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	ODC's for BASE PERIOD 09/29/2006 thru 09/28/2007 (TBD)	1.0 Lot	\$386,929.00
300001	AWARD \$21,099		
300002	MOD 02 \$319,100		
300003	MOD 03 \$46,730		
3100	ODC's for OPTION 1 09/29/2007 thru 09/28/2008 (TBD)	1.0 Lot	\$134,611.00
310001	MOD 04 \$18,750		

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310002 MOD 06 \$115,861

USE WHOLE DOLLARS ONLY

All proposals shall be rounded to the nearest dollar.

TYPE OF ORDER

This is a Term (LOE) order.

Items in the 1x00 series are cost plus fixed fee type

Items in the 3x00 series are cost type

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ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort, estimated cost, base fee or award fee of the task order.

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HQ B-2-0004 EXPEDITING ORDER CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated total estimated amount of this order, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final order closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the order, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

See Attachment J.6 for the Statement of Work.

USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to, computers, software, networks, and addresses.

Contractor Use of NSWCCD/CSCS Resources

In the event that the contractor is required to have access to NSWCCD/CSCS IS resources, the login name (common id) and associated information shall be registered with the NSWCCD/CSCS site issuing authority. If the contractor requires access to applications/systems that utilize public key (PK) cryptography, the contractor is responsible for obtaining requisite PK certificates from a DOD or External Certificate Authority.

If this contract requires that the contractor be granted access and use of NSWCCD/CSCS IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the Information Assurance Office. The accreditation shall include TOM certification that the use and access is required by this contract.

DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(b) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

DdI-C41 TERMINATION OF EMPLOYEES WITH NSWCCD BASE ACCESS

The contractor shall insure that all employees who have a NSWCCD badge and/or bumper sticker turn-in the badge and remove the bumper sticker immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise NSWCCD Physical Security of all changes in their contract personnel requiring NSWCCD base access.

For involuntarily separated personnel and those separated under adverse circumstances, the contractor shall notify NSWCCD Physical Security in advance of the date, time and location where the NSWCCD representative may physically remove the employee's automobile bumper sticker and retrieve the NSWCCD badge prior to the employee departing the contractor's facility. In the event the employee is separated in his or her absence, the contractor shall immediately notify NSWCCD Physical Security of the separation and make arrangements between the former employee and NSWCCD Physical Security for the return of the badge and removal of the sticker.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the Seaport-e contract.

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM) DoD 5220.22-M dated January 1995

HQ-D-2-008 - MARKING OF REPORTS (NAVSEA)(SEP 1990)

All reports delivered by the contractor to the Government under this task order shall prominently show on the cover of the report:

- (1) Name and business address of the contractor
- (2) Contract Number
- (3) Task Order Number

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at NSWCDD, Dahlgren, VA by the TOM designated herein.

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List (DD FORM 1423), Attachment J.1.

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based contract as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP) included as Attachment J.2.

(b) The QASP defines that this evaluation and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site: <http://cpars.navy.mil>

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1000	9/29/2006 - 9/28/2007
1100	9/29/2007 - 9/28/2008
3000	9/29/2006 - 9/28/2007
3100	9/29/2007 - 9/28/2008

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SECTION G CONTRACT ADMINISTRATION DATA

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this order is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice.

FUNDING PROFILE

The BASE period is fully funded. The following details funding to date:

	SLIN	SLIN 0001AA ECPFF	Funds This Action	Previous Funding	TOTAL Funded Amount	Balance UNFUNDED	Hours Funded
Base	1000	\$ 4,396,071	\$ -	\$ 4,396,071	\$ 4,396,071	\$ -	74,541
Base ODC	3000	\$ 386,929	\$ -	\$ 386,929	\$ 386,929	\$ -	-
Option 1	1100	\$4,123,060	\$ (115,861)	\$ 2,792,250	\$ 2,676,389	\$ 1,446,671	44,011
Option 1 ODC	3100	\$134,611	\$ 115,861	\$ 18,750	\$ 134,611	\$ -	
	TOTAL	\$ 9,040,671	\$ -	\$ 7,594,000	\$ 7,594,000	\$ 1,446,671	118552

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

In accordance with the basic contract, and this task order, the allotment of funds is as follows:

	SLIN	Est Cost	Fixed Fee	Total	Est POP	Funded Thru
Base	1000	\$ 4,142,802	\$253,269	\$ 4,396,071	9/29/06- 9/28/07	28-Sep-07
Base ODC	3000	\$ 386,929		\$ 386,929	9/29/06- 9/28/07	
Option 1	1100	\$ 2,522,285	\$154,104	\$ 2,676,389	9/29/07- 9/28/08	22-May-08
Option 1 ODC	3100	\$ 134,611		\$ 134,611	9/29/07- 9/28/08	
	TOTAL	\$ 4,529,731	253,269	\$ 7,594,000		

POINTS OF CONTACT FOR THIS ORDER

The Task Order Manager (TOM) for this order is:

Name: Stephanie Morris
Address: NSWCDD, CSCS, 17320 Dahlgren Road, Dahlgren, VA 22448
Phone: (540) 653-4845 FAX: (540) 653-4446

The Contract Specialist is:

Name: Emily M. Glazman, emily.glazman@navy.mil
Address: NSWCDD, Code XDS123, 17320 Dahlgren Road, Dahlgren, VA 22448
Phone: (540) 653-7942; FAX: (540) 653-4089

The Contracting Officer is:

Name: Linda B. Kline, Linda.Kline@navy.mil
Address: NSWCDD, Code XDS124, 17320 Dahlgren Road, Dahlgren, VA 22448
Phone: (540) 653-7942; FAX: (540) 653-4089

SUBMISSION OF INVOICES (COST REIMBURSEMENT, TIME AND MATERIALS, LABOR HOUR, OR FIXED PRICE INCENTIVE)

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(JUL 1992)

Paragraph (b)(i) from the basic contract is completed as follows for this order:

(b)(i) In accordance with DFARS 242.803(b)(i)(c), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address:

***TO BE COMPLETED AT TIME OF AWARD**

A copy of every invoice shall also be provided to the individual listed below, at the address shown:

Task Order Manager

Attn: Stephanie Morris/CSCS

Address: CSCS, 5395 1st Street, Blding 1520, Dahlgren, VA 22448-5200

Contract Specialist

Attn: XDS123 / Emily Glazman

Address: NSWCCD, 17320 Dahlgren Road, Dahlgren, VA 22448

CSCS Comptroller

Attn: Comptroller

Address: CSCS, 5395 1st Street, Blding 1520, Dahlgren, VA 22448-5200

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified below in performance of the work described in the SOW of this task order. The total level of effort for the performance of this order shall be the 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. The man-hours are listed below.

	COMPENSATED	UNCOMPENSATED	TOTAL
BASE	74541	0	74541
OPTION 1	69705	0	69705
TOTAL	144,246	0	144,246

(b) Listed above are both the compensated and uncompensated man-hours associated with this order.

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 uncompensated column above, 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 the Statement of Work.

(d) The level of effort for this contract shall be expended at an average rate of approximately _____ 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

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task order 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 task order as follows:

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

--(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 fees 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) (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) Deleted per Amendment 0001 of the basic contract

(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.

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

(a) For purposes of this delivery order, "fee" means "fixed fee" in cost-plus-fixed-fee level of effort type delivery orders.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to 6.11% of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in the contract.

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this order, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this order, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

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

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FINALIZED FIXED FEE

The fixed fee for each period (base, option 1) will be finalized based on the total number of compensated hours provided.

If 100% or more of the compensated are provided, the contractor will receive the full fixed fee.

If less than 100% of the compensated hours are received, the fixed fee shall be reduced proportionate to the compensated hours provided - i.e., if 90% of the compensated technical hours were provided, 90% of the fee will be calculated.

Additional fee will not be provided for technical hours that exceed 100% of the specified hours.

The above fee reduction process applies to all periods regardless of the level of funding. This order will be incrementally funded and budgetary constraints may prevent full funding of all periods. The process for finalizing the fixed fee is the same for both fully funded periods and periods funded at less than the estimated total cost plus fixed fee.

Accounting Data

SLINID	PR Number	Amount
100001	0A0406/62610934	3500000.00
LLA :		
AA 1761804 76MA 252 3596A 0 068566 2D 000000 3596A6CREAJQ (AA/N3474B06OB3596A/OMN - 09/30/06)		
100002	0A0406/62621578	214901.00
LLA :		
AA 1761804 76MA 252 3596A 0 068566 2D 000000 3596A6CREAJQ (AA/N3474B06OB3596A/OMN - 09/30/06)		
100003	0A0406/62706164	1047000.00
LLA :		
AA 1761804 76MA 252 3596A 0 068566 2D 000000 3596A6CREAJQ (AA/N3474B06OB3596A/OMN - 09/30/06)		
300001	0A0406/62621578	21099.00
LLA :		
AA 1761804 76MA 252 3596A 0 068566 2D 000000 3596A6CREAJQ (AA/N3474B06OB3596A/OMN - 09/30/06)		
MOD 2		
100004	0A0406/62610934	(319100.00)
LLA :		
AA 1761804 76MA 252 3596A 0 068566 2D 000000 3596A6CREAJQ (AA/N3474B06OB3596A/OMN - 09/30/2006)		
300002	0A0406/62610934	319100.00
LLA :		
AA 1761804 76MA 252 3596A 0 068566 2D 000000 3596A6CREAJQ (AA/N3474B06OB3596A/OMN - 09/30/2006)		
MOD 3		
100001	0A0406/62610934	(46730.00)
LLA :		
AA 1761804 76MA 252 3596A 0 068566 2D 000000 3596A6CREAJQ (AA/N3474B06OB3596A/OMN - 09/30/06)		
300003	0A0406/62610934	46730.00
LLA :		
AA 1761804 76MA 252 3596A 0 068566 2D 000000 3596A6CREAJQ		
MOD 4		
110001	0A0466/71972250	2481250.00
LLA :		
AB 1771804 22M8 252 3596A 0 068566 2D 000000 3596A7CREAJQ Ref. N3473B07OB3596A, ACRN AA) (OMN)		
310001	0A0466/71972250	18750.00
LLA :		
AB 1771804 22M8 252 3596A 0 068566 2D 000000 3596A7CREAJQ Ref. N3473B07OB3596A, ACRN AA, OMN		

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MOD 5
110002 0010830/72638485 311000.00
LLA :
AG 1771804 22M8 252 3596A 0 068566 2D 000000 3596A7GSTAJQ
OMN

MOD 6
110002 0A0523/72638485 (115861.00)
LLA :
AG 1771804 22M8 252 3596A 0 068566 2D 000000 3596A7GSTAJQ
OMN

310002 0A0523/72638485 115861.00
LLA :
AG 1771804 22M8 252 3596A 0 068566 2D 000000 3596A7GSTAJQ
OMN

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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.

MANDATORY REQUIREMENTS

The following are mandatory requirements that must be met for an offeror to be considered eligible for the order, and maintained throughout the life of the order.

1. Facility Security Clearance - The Contractor's primary facility for supporting this effort must be cleared to the SECRET level for both processing and storage, at the time of proposal submission.
2. All Key Personnel must be cleared to the SECRET level, at the time of proposal submission.

KEY PERSONNEL - DESIRED QUALIFICATIONS

To perform the requirements of the Performance Work Statement, the Government desires personnel with the appropriate experience and professional development qualifications.

(a) Experience - The desired experience for each Key Labor Category is listed below. The experience must be directly related to the tasks and programs listed in the Performance Work Statement.

(b) Professional Development - Professional Development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors ability to perform the order. The years of experience listed below are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.

(c) Accumulation of Qualifying Experience - Categories of experience may be accumulated concurrently.

(d) The Key Labor Categories and their desired experience are as follows:

PROGRAM MANAGER/ SENIOR ENGINEER

Ten (10) years experience in System engineering development to include design, development, test and evaluation, lifetime support maintenance, configuration management, and tactical training. Additionally, demonstrated qualities of leadership and responsibility in DOD Contract Program Management, and demonstrated ability to develop and review combat system elements of design, acquisition and installation plans.

SENIOR SOFTWARE ENGINEER

Five (5) years experience in computer program requirements definition, design, programming, and debugging to include computer-based training applications.

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SENIOR CURRICULUM DEVELOPER

Eight (8) years experience in instructional system design for adult learners to include experience blending computer-based curriculum, instructor led curriculum, and student led curriculum into one coherent curricula.

INSTRUCTIONAL SYSTEM DESIGNER

Four (4) years experience in instructional system design for adult learners to include experience developing computer-based training, instructor led training, and student led training.

SENIOR INSTRUCTIONAL DEVELOPER (COMPUTER-BASED TRAINING SYSTEMS SUPPORT)

Ten (10) years experience in Instructional Design using a systems approach to Computer Based Training, of which two (2) years includes Computer Based Training Systems with emphasis on development of Interactive Courseware, Simulations, associated documentation, and instructor preparation/training.

CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this order is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this order those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the order. 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 90 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 fifteen (15) days, or thirty (30) 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;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution and
- (5) 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) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

POST AWARD CONTRACTOR PERSONNEL APPROVAL

Requests for post award approval of replacement key personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist, the Task Order Manager (TOM) and the Technical Assistant (TA). Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

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Ddl-H16 RESUME CONTENT REQUIREMENTS

All resumes submitted under this contract shall include, at a minimum, the following information:

(a) COMPLETE NAME

(b) CONTRACT LABOR CATEGORY

(c) CONTRACTOR'S LABOR CATEGORY

(d) CURRENT EMPLOYER

(e) AVAILABILITY (state as a percentage of a total manyear. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).

(f) LEVEL OF SECURITY CLEARANCE

(g) CURRENT WORK LOCATION

(h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)

(i) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

(j) PROFESSIONAL DEVELOPMENT -- Show any honors, degrees, publications, professional licenses, certifications and other evidence of professional accomplishments that directly impact the offerors ability to perform the contract. The following format is preferred:

Degree(s); Date(s); Institution; Major/Minor

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions issued electronically by the Contract Specialist on behalf of the Contracting Officer. 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.

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(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 order. Technical instructions may not be used to: (1) assign additional work under the order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the estimated order 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 order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the order 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 order.

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

SAVING INITIATIVES

The following cost savings initiatives are required under this order:

To facilitate the quick transfer of project management/administrative information as well as training deliverables between Carley and the customer, operate and maintain a dedicated customer portal on Carley's website for their projects. This password secured portal will allow access to overall program information and work in progress. Training materials can be viewed through the portal as they are created, allowing faster review by authorized customer personnel. Utilization of an online QA tool whereby reviewers can post their comments electronically as they review a deliverable.

Conducting IPRs via telephone or video teleconference rather than face to face. At the start of a project they will identify key IPRs that should be held in person and non-key IPRs that may be conducted via other, less expensive, means.

Pass through on subcontractors, billed as cost shall not exceed 4%.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.216-8 Fixed Fee MAR 1997

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE ORDER (MAR 2000)

(a) The Government may extend the term of this order by unilateral modification provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the order expires. The preliminary notice does not commit the Government to an extension.

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

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SECTION J LIST OF ATTACHMENTS

Attachment J.1 - CDRLS

Attachment J.2 -QASP

Attachment J.3 - TOM Appointment

Attachment J.4 - ATOM Appointment

Attachment J.5 - DD FORM 254

Attachment J.6 - Statement of Work

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