

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C.	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110	CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 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) Triton Services 17001 Science Drive, Suite 100 Bowie MD 20715-4330		9A. AMENDMENT OF SOLICITATION NO.	
		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4634	
		10B. DATED (SEE ITEM 13) 05/31/2005	
CAGE CODE 001A6	FACILITY CODE		

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: Clause H.8 Rolling Admissions
<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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gary W Byram , Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

Modification Details

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Purpose: The purpose of this modification is to incorporate the changes associated with the fiscal year 2010 Rolling Admissions.

Modification:

1. The Defense Threat Reduction Agency (DTRA) is hereby removed as a Seaport e Ordering Office and all references to DTRA are hereby removed from the Contract.
2. All references to "Task Order Manager (TOM)" are hereby removed and replaced with "Contracting Officer's Representative (COR)" within the Contract.

3. SECTION G – CONTRACT ADMINISTRATION DATA

- Delete the email address for the Seaport-e PCO and replace it with the following:

SEAPORT_EPCO@navy.mil

4. SECTION H – SPECIAL CONTRACT REQUIREMENTS

a. - SECTION H.10 SAVINGS CLAUSE

Delete paragraphs B, C, D and E in their entirety. This will incorporate the removal of the Volume Discount requirement and require the flow down of fee from the Prime Contractor to the subcontractors/consultants.

Replace them with the following:

B. Maximum Pass Through Rates – Applicable to all Task Orders

The Contractor agrees that the maximum pass-through rate that shall be charged against any non-ODC CLIN where labor is proposed under this contract shall not exceed _8%. For purposes of calculating the pass-through rate, the pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor:

- any and all indirect costs including, but not limited to, program management, subcontract management, invoice processing, Quality Assurance, overhead, material handling charges, G&A, burdens and mark-ups; and
- any and all prime contractor profit or fee*

*For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts.

The Prime Contractor may not apply any additional fees or burdens on the elements of pass through.

Other than the elements of pass-through, no additional costs, charges, indirect rates or fees may be proposed or applied to subcontract costs.

For purposes of the maximum pass-through, any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in this contract.

C. Maximum Fee Rate

Contractor compliance with the maximum fee rate is applicable at the time of task order award and is based on the ratio of fixed fee to the estimated cost. A proposed fee that is higher than the maximum fee rate shall render the contractor's proposal unacceptable. Fee becomes a fixed dollar amount at the time of task order award and is subject to the provisions of the Level of Effort clause of the contract. The maximum fee rate shall flow down to all subcontractors/consultants included as part of your (the Prime) proposal. The maximum fee rate is not applicable to actual performance of the task order.

D. Other Direct Costs

No fee is allowed on Other Direct Costs. Indirect cost elements such as G&A and material handling may be applied but may not include fee.

b. Delete SECTION H.11 CONTRACTOR WEBPAGE, in its' entirety and replace it with the following:

H.11 CONTRACTOR WEBPAGE

It is a material contract requirement that each IDIQ holder maintain a publicly available webpage throughout the period of performance of the contract. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class professional support services for all NAVSEA Program Executive Offices, Directorates, and field activities. The webpage should demonstrate the functional capability associated with different products or business areas. The webpage should be easily accessible from the Contractor's front page and intuitive for novice computer users. This webpage at minimum must include the following items:

- The most recent conformed copy of each Task Order received under this contract; redactions may be made to any information deemed proprietary by the Contractor, contingent upon the Task Order Contracting Officer's approval. In addition, Personally Identifiable Information (PII) should be redacted. No other redactions are allowed.
- A list of all team members proposed and their capability/area of expertise;
- A list of the last 3 years services experience, for all team members listed at the SeaPort-e Contractor Information Registration site, listed by functional area and specific Program, as appropriate. The Contractor may also include a description of the products (deliverables) provided.
- Point(s) of Contact to provide information on customer satisfaction with the services performed;
- A description of the Contractor's quality assurance program;
- Points of contact for information related to the SeaPort program

Items that shall not be included on the webpage:

- The official Seaport e Logo (the lighthouse)
- Task Order Solicitations released through the Portal

The contractor shall provide the SeaPort Contracting Officer with the web address within 10 government working days of receipt of the contract. Failure to maintain the website may adversely impact the IDIQ holder's ability to win task orders as the information provided on the website may be used as part of the fair opportunity to be considered for certain task orders.

c. - Delete SECTION H.18 SEAPORT PORTAL REQUIREMENTS in its' entirety and replace it with the following:

In order to access the SeaPort Portal, the following requirements must be met:

Operating System: Windows variants (98/NT/2000/XP/Vista)

Browser type:

128-bit encryption, https-capable

IE 6.x or higher (recommended)

Firefox 2.x or higher (works, visual display/format less ideal)

5. SECTION I – CONTRACT CLAUSES, CLAUSES INCORPORATED BY REFERENCE

Add the following Clauses:

52.215-22 Limitation on Pass-Through Charges—Identification of Subcontract Effort OCT 2009

52.215-23 Limitation on Pass-Through Charges OCT 2009
52.222-54 Employment Eligibility Verification JAN 2009
52.232-23 Alt 1 Assignment of Claims APR 1984

Delete the following Clause:

252.227-7034 Patents—Subcontracts APR 1984

6. SECTION I – CLAUSES INCORPORATED BY FULL TEXT

Add the following Clause:

252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)

(a) Definitions.

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(End of clause)

7. All other Terms and Conditions remain unchanged and in full effect.