

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 01-Oct-2009	4. REQUISITION/PURCHASE REQ. NO. N/A		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVFAC Washington 1315 Harwood St SE Washington Navy Yard DC 20375 paul.heavey@navy.mil 202-685-3299	CODE N40080	7. ADMINISTERED BY (If other than Item 6) Blount Island Command 5880 Channel View Blvd Jacksonville FL 32226-3404		CODE M67004

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Mainsail LLC 20820 Chagrin Blvd Cleveland OH 44122	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-06-D-4801-JU01
CAGE CODE 1XLF8	FACILITY CODE 066480802
10B. DATED (SEE ITEM 13) 13-Nov-2007	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" 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) Thelma A. Phillips, Contract Administrator		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Paul Heavey, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Thelma A. Phillips (Signature of person authorized to sign)	15C. DATE SIGNED 30-Sep-2009	16B. UNITED STATES OF AMERICA BY /s/Paul Heavey (Signature of Contracting Officer)	16C. DATE SIGNED 30-Sep-2009

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GENERAL INFORMATION

The purpose of this modification is to exercise option year two for a total of 496 man hours. Accordingly, said Task Order is modified as follows: CLIN 5000 - SLIN 5001 CA. Period of Performance is from 1 October 2009 - 31 December 2009. A conformed copy of this Task Order is attached to this modification for informational purposes only.

52.232-18 Availability of Funds apply.

All other terms and conditions remain unchanged.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
2001	The contractor shall provide professional services in accordance with the Government Statement of Work herein. Estimated Other Direct Costs are \$3,000. (OTHER)		1.0 Lot	\$147,544.00	\$147,544.00
2002	option year one				\$145,500.00
2002BA	The Contractor shall provide professional services in accordance with the Government statement of work herein. (OTHER)	2000.0	LH	\$72.75	\$145,500.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Option Year One Travel			\$3,000.00
3000BA	Travel NTE \$3,000.00 associated with CLIN 2002. (O&MN,N)	1.0	Lot	\$3,000.00

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	Option Year Two Professional Services				\$37,527.36
5000CA	The Contractor shall provide professional services in accordance with the Government statement of work	496.0	LH	\$75.66	\$37,527.36

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herein. (OTHER)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

HAZARDOUS MATERIALS CONTROL AND MANAGEMENT NAVAL FACILITIES ENGINEERING COMMAND, WASHINGTON

Title: HSMS Expert

OBJECTIVE

The objective of this contract is to provide the US Marine Corps (USMC) Base, Quantico, with an on-site Hazardous Substance Management System (HSMS) expert.

BACKGROUND

On 29 May, 1997, Headquarters Marine Corps published Marine Corps Bulletin 4440, *Hazardous Materials Consolidation Program*, which states “it is U.S. Marine Corps Policy that commands/installations/activities shall control and manage hazardous materials (HM) using methods that minimize the types and quantities of HM procured, stored, distributed, and used to accomplish mission requirements.”

The United States Marine Corps (USMC) Hazardous Material Consolidation Program (HCP) supports enhanced control and management of HM and minimizes the generation of hazardous waste (HW) associated with HM usage. HCP consists of eight generic attributes, including the following: Centralized HM management; Authorized Use List (AUL); Inventory management; Order/dispense procedures; Reuse/reissue procedures; Centralized issue/storage points; Tracking system; and Training/awareness program. Specific tasks to reach these goals are outlined in section 5.0.

In support of Department of Defense initiatives, the contractor will provide Hazardous Substance Management System (HSMS)/Regional Hazardous Inventory Control System (RHICS) implementation and system maintenance support to Marine Corps Base Quantico (MCB Quantico). MCB Quantico has approximately 318 work centers including tenant activities, of which approximately 190 are authorized users in this management system. Only 80 of these work centers actively submit their inventories (these are the major work centers). MCB Quantico does not have basewide participation, however. 110 of these centers are smaller and need to be encouraged by the contractor to actively participate in the management system.

SCOPE

Using government furnished hardware and software, the contractor shall provide support for the base period and option periods as determined by the government to serve as HM Program Manager. The contractor will provide HSMS/RHICS system maintenance to MCB Quantico in support of the

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following areas:

On-site support. The contractor will provide an on-site expert to provide on-site support to perform the work listed in section 5. Optional effort is delineated in section 8. Management and oversight of the project will also be provided by the contractor.

Material Inventory and Data Entry. Inventories and data entry as required to support specific taskings delineated in section 5. The shops will provide the data to the contractor. The contractor shall input the data into the database. At present, shops are unable to directly input data themselves. The shops will provide the data to the contractor in paper form.

Training. The contractor shall be responsible for maintaining an expertise in hazardous materials control and management. Training will be in the nature of on-the-job training, as opportunities arise during the execution of the work. If specific formal training is directed by the government, the government will reimburse associated expenses to the contractor to include cost of tuition, travel expenses, and hourly billing.

EDUCATION, EXPERIENCE, AND SKILLS

The contractor will be familiar with inventory management procedures, with hazardous materials (HM) storage principles, and with hazardous materials information resources (HMIRS), Federal Logistics (FEDLOG), Crystal Reports, HSMS, and RHICS.

The contractor will also be familiar with Oracle 8.0, Windows Server 2000, Microsoft Internet Information Services 6.0, Microsoft FrontPage, and Crystal Enterprise 8.5.

SPECIFIC CONTRACTOR DUTIES

Development of various data entry policies to protect the integrity of the oracle database

Issuance and maintenance of system passwords with AULs

Management of user access privileges

Development of ad-hoc reports using Crystal Reports for compliance purposes

Production of HSMS and ad-hoc reports.

Management of Engineering Change Proposals (changing a work practice) for MCB Quantico. The contractor will provide input to changes in work practices (for instance, by suggesting less toxic chemicals) to support the objective of pollution prevention.

Conduct repairs to bad data in the database.

Troubleshoot HSMS (Oracle) software problems.

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Maintenance of database quality assurance

Input of HSMS data monthly to support virtual pharmacy

Management of the HSMS database server to include but not limited to server backup, software updates, and providing assistance to the system administrator in troubleshooting hardware and network problems associated with HSMS.

Providing assistance to the system administrator in troubleshooting network problems associated with the HMMP IIS server.

Extracting useful data from the HSMS database to assist MCB Quantico to comply with local, state, and federal reporting requirements.

Management of pre-existing MCB Quantico intranet website

Refinement of database, website, and business practices to further facilitate customer support and virtual pharmacy efforts

Customer assistance to work centers including MSDS research and acquisition, generating HSMS/RHICS barcodes for material inventory, modifying AULs, and updating inventory data in the HSMS database. MSDS sheets should be scanned, and input into the management system by contractor.

PLACE OF PERFORMANCE

The contractor will be working at the US Marine Corps Base in Quantico Virginia.

LABOR HOURS AND PERIOD OF PERFORMANCE

The contractor shall provide full-time onsite support for the base year (from notice to proceed until September 30, 2008) and four 1 year option periods, if the options are exercised.

OPTIONAL CONTRACTOR DUTIES

The following options may be required of the contractor, depending on availability of funding:

Option 1. Hazardous Materials Inspection support. Depending on availability of funding, the contractor will provide Hazardous Materials inspection support for a base wide survey and inventory, for the base period and option periods, level of effort as determined by the government. The purpose of this optional task is to document the work centers participation in the management system to focus future outreach and training goals. This work shall include but not be limited to the following:

Material inventory.

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Material Safety Data Sheet (MSDS) research and acquisition.

Barcoding of material using the HSMS/RHICS software and barcode equipment.

Entry of relevant inventory data into the HSMS database.

Audit of work center's inventory (such as cycle counting and other functions)

Option 2. IT support and web development. Depending on availability of funding, the contractor will provide various IT support and web development services, for the base period and option periods, level of effort as determined by the government. This work shall include but not be limited to the following:

- . Redesign the HMMP web site.
- . Improve on the HMMP web functionality
- . Maintain the HMMP web as needed
- . Oracle development support as needed

ADDITIONAL REQUIREMENTS AND AGREEMENTS

Engineer in Charge (EIC) and Contracting Officer

Only the EIC and the Contracting Officer are authorized to explain or clarify the requirements of this scope of work.

Liability

The contractor shall assume all risk and shall be liable for any damages to persons or property in connection with the accomplishment under this scope of work.

Progress Payments

The Government shall only approve invoices for progress payments that reflect the percentage of the tasks completed. This percentage shall be submitted by the contractor and evaluated by the EIC. It shall be the contractor's responsibility to furnish the Government with the appropriate documentation for invoice justification.

Working Hours

Field Working hours shall be from Monday through Friday 0700HRS – 1700HRS, unless otherwise approved by the contracting officer and facility personnel. No work shall be performed on weekends or Federal holidays without prior approval by the

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contracting officer, EIC and the Quantico POC.

Contract Number

The contract number for this project shall be used on all reports, invoices, and correspondence.

Releases

Copies of calculations, reports, or any laboratory analyses, etc., generated for the execution of this project shall become the property of the government and shall not be released to any other agency or individual without the prior approval of the Contracting Officer. All contact will be coordinated through the Contracting Officer.

List of individuals

The contractor shall provide the EIC a list of staff to be working on this project that includes their role in this project and their qualifications to assume that role.

Progress Reports

The contractor shall submit monthly written progress reports to the EIC describing work accomplished, problems encountered with proposed solutions; work projected for the following month, and overall projected schedule status.

POINTS OF CONTACT

Client Point of Contact (POC):

Patricia Greek
703-432-0539
703-784-4953 (fax)
patricia.greek@usmc.mil (email)

Charge (EIC):

NAVFAC Washington Engineer In
Amit Kapadia

202-685-8021 (phone)

amit.kapadia@navy.mil (email)

Acquisitions Point of Contact:

Paul Heavey
202-685-3218 (phone)
Paul.Heavey@navy.mil

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SECTION D PACKAGING AND MARKING

Best Commercial Practice is acceptable.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance will be performed at destination by the cognizant government representative.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

CLIN 0001 11/13/2007 - 9/30/2008
CLIN 0002 10/01/2008 - 9/30/2009
CLIN 0003 10/01/2009 - 9/30/2010
CLIN 0004 10/01/2010 - 9/30/2011
CLIN 0005 10/01/2011 - 9/30/2012

Services to be performed hereunder will be provided at the USMC Marine Corps Base Quantico.

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Paul Heavey, AQ3
1314 Harwood St. SE, Bldg 212
Washington Navy Yard, Washington, DC 20374-5018
Paul.Heavey@navy.mil
202-685-3299

1. Contract administration will be performed by the PCO.

3. SUBMISSION OF INVOICES

Initial Document Creation requires the following:	
Contract Number	N00178-05-D-4614
Delivery Order Number	JU0103
Cage Code/Ext	
Pay DoDAAC	N40080
Document Type	<p>‘Invoice as 2-in-1 (Services Only)’ for contracts paid through DFAS Columbus OH via MOCAS entitlement system, contracts with funded CLINs.</p> <p>‘Navy Construction / Facilities Management Invoice’ for contracts that have funded SLINs paid using a WAWF DFAS STARS ONE-PAY entitlement system.</p> <p>Contact your WAWF Group Administrator for assistance if required.</p>
On the WAWF “Header Tab” the following is required:	
Issue Date	01 October 2009- 30 September 2010
Issue By DoDAAC	N40080
Admin By DoDAAC	N40080
Inspect By DoDAAC/Ext	M00264
Ship To Code/Ext or Service Acceptor	N/A
Ship From Code/Ext	N/A

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LPO DoDAAC	N40080
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	N/A
Accountable Official Email Address	N/A
Operations Assistant (OA) Email Address	N/A
Activity Fund Administrator email Address	N/A

Accounting Data

SLINID	PR Number	Amount
2001		147544.00
LLA :		
AA 17 08081106 27G0 000 00264 0 067443 2D 000000 01508RCH0001		
Standard Number: M9301508RCH0001		
17 08081106 27G0 000 00264 0 067443 2D 000000 01508RCH0001		

BASE Funding 147544.00
Cumulative Funding 147544.00

MOD 02

2002BA	145500.00
LLA :	
AB 17 09091106 27G0 0000 00264 067443 2D 000000 01509RCH0003	
Standard Number: M9301509RCH0003	

3000BA	3000.00
LLA :	
AB 17 09091106 27G0 0000 00264 067443 2D 000000 01509RCH0003	

MOD 02 Funding 148500.00
Cumulative Funding 296044.00

MOD 03

5000CA	37527.36
LLA :	
AC 17 10101106 27A0 0250 00264 067443 2D 000000 0RCH0004FEHS	

MOD 03 Funding 37527.36
Cumulative Funding 333571.36

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1. SUBCONTRACTS

The approval of the Contracting Officer is required for all subcontracts (See FAR 52.244-2).

H.2 GOVERNMENT FURNISHED INFORMATION

The Contractor shall have access to contractually sensitive information during performance of this contract and shall not divulge information beyond the designated Government representatives without prior written approval of the Contracting Officer. This sensitivity might also preclude the Contractor from competing/proposing as prime or subcontractor on subsequent contracting actions that utilize information derived from this contract.

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SECTION I CONTRACT CLAUSES

Applicable Section I contract clauses from the Seaport-e basic contract are incorporated herein.

Specific FAR clauses are also incorporated herein for reference.

FAR 52.212-4, Commercial Terms and Conditions-Commercial Items (FEB 2007)

FAR 52.217-8, Option to Extend Services (NOV 1999)

FAR 52.217-9, Option to Extend the Term of the Contract (MAR 2000)

FAR 52.228-7, Insurance-Liability to Third Persons (MAR 1996)

FAR 52.232-18, Availability of Funds (APR 1984)

FAR 52.232-19, Availability of Funds for the Next Fiscal Year (APR 1984)

52.239-1, Privacy or Security Safeguards (AUG 1996)

NOTICE:

Contracts for commercial goods and services in Seaport-e are generally awarded as fixed-price contracts with fixed-price labor rates. Also, see FAR Part 12.

52.232-18 Availability of Funds

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made availability to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

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SECTION J LIST OF ATTACHMENTS