

2. AMENDMENT/MODIFICATION NO. 14	3. EFFECTIVE DATE 23-Apr-2014	4. REQUISITION/PURCHASE REQ. NO. 1300408474	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00024	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

Naval Sea Systems Command (NAVSEA)  
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 WASHINGTON NAVY YARD DC 20376-2040  
 ashley.gilbert1@navy.mil 202-781-4066

DCMA Manassas  
 10500 BATTLEVIEW PARKWAY, SUITE 200  
 MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Paradigm Technologies Inc. 2231 Crystal Drive, Suite 807 Arlington VA 22202-3725	9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. [X] N00178-05-D-4486-EH04 10B. DATED (SEE ITEM 13) 03-Apr-2009
CAGE CODE 0ZB23      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)  
 SEE SECTION G

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

(*)	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"/>	
<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) NAVSEA 5252.232-9104 Allotment of Funds

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ 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) Mercedes S Burrell, Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED	16C. DATE SIGNED
(Signature of person authorized to sign)	BY /s/Mercedes S Burrell (Signature of Contracting Officer)
	24-Apr-2014

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**GENERAL INFORMATION**

The purpose of this Modification 14 to N00178-05-D-4486-EH04 is to: (1) Under SECTION B, incrementally fund SLIN 430002; (2) Update SECTION G – ACCOUNTING DATA; and (3) Update SECTION H – SPECIAL CONTRACT REQUIREMENTS. Accordingly, said Task Order is modified as follows:

1. Under SECTION B – SUPPLIES OR SERVICES AND PRICES—

Incrementally fund SLIN 430002 as follows:

SLIN	Change	Est. Cost	Fixed Fee	CPFF
430002			7.50%	
<b>Funding</b>	From:	\$122,563.72	\$9,192.28	\$131,756
	By:	\$27,151.63	\$2,036.37	\$29,188
	To:	\$149,715.35	\$11,228.65	\$160,944

2. Under SECTION G – ACCOUNTING DATA, the following Lines of Accounting are added:

MOD 14

430002 130040847400003 29188.00

LLA :

AJ 1741804 12TA 251 48142 X 068892 2D XCE004 481424X2598Q

MOD 14 Funding 29188.00

Cumulative Funding 2048180.50

3. Under SECTION H – SPECIAL CONTRACT REQUIREMENTS, NAVSEA 5252.232-9104, Allotment of Funds, update paragraph (a) to show the funded amount for CLIN 4300 as follows:

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS EST. POP
4300	405,529.32	30,414.68	0.00	435,944.00	0.00 04/10/2013 - 09/30/2014

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$2,018,992.50 by \$29,188.00 to \$2,048,180.50.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
430002	O&MN,N	131,756.00	29,188.00	160,944.00

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The total value of the order is hereby increased from \$3,197,836.14 by \$0.00 to \$3,197,836.14.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
1000	R499	Base Year SLINS to provide Business and Financial Management support to ASN (RD&A) Chief Systems Engineer (RDA CHENG). (O&MN) (O&MN,N)	1.0	LO	\$472,667.42	\$33,727.08	\$506,394.50
1001	R499	Base Year SLIN to provide Business and Financial Management support to ASN (RD&A) Chief Systems Engineer (RDA CHENG). (RDT&E) (RDT&E)	1.0	LO	\$138,809.10	\$9,036.90	\$147,846.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	----	----	-----
3000	R499	ODCs in Support of SLIN 1000. (O&MN,N)	1.0	LO	\$50,000.00
300001	R499	Incremental Funding Allotment \$23,000 (O&MN,N)			
3001	R499	ODCs in support of SLIN 1001. (RDT&E)	1.0	LO	\$50,000.00

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
4000	R499	Option Year 1 SLINS to provide	1.0	LO	\$493,253.43	\$36,994.01	\$530,247.44

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Business and  
Financial  
Management  
support to ASN  
(RD&A) Chief  
Systems Engineer  
(RDA CHENG).  
(O&MN) (O&MN,N)

400001	R499	Option Year 1 SLINS to provide Business and Financial Management support to ASN (RD&A) Chief Systems Engineer (RDA CHENG). (O&MN) (O&MN,N)					
4100	R499	Award Term 1 SLINS to provide Business and Financial Management support to ASN (RD&A) Chief Systems Engineer (RDA CHENG). (O&MN) (O&MN,N)	1.0	LO	\$575,838.36	\$43,187.88	\$619,026.24
410001	R499	Award Term 1 SLINS to provide Business and Financial Management support to ASN (RD&A) Chief Systems Engineer (RDA CHENG). (O&MN) (O&MN,N)					
4200	R499	Award Term 2 SLINS to provide Business and Financial Management support to ASN (RD&A) Chief Systems Engineer (RDA CHENG). (O&MN) (O&MN,N)	1.0	LO	\$593,113.51	\$44,483.51	\$637,597.02
420001	R499	Award Term 2 SLINS to provide Business and Financial Management					

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support to ASN  
(RD&A) Chief  
Systems Engineer  
(RDA CHENG).  
(O&MN)  
\*Period of  
Performance of  
SLIN 4200 01  
shall end on  
09/30/2012  
(O&MN,N)

4300	R499	Award Term 3 SLINS to provide Business and Financial Management support to ASN (RD&A) Chief Systems Engineer (RDA CHENG). (O&MN) (O&MN,N)	1.0	LO	\$610,906.92	\$45,818.02	\$656,724.94
430001	R499	Award Term 3 SLINS to provide Business and Financial Management support to ASN (RD&A) Chief Systems Engineer (RDA CHENG). (O&MN) (O&MN,N)					
430002	R499	Award Term 3 SLINS to provide Business and Financial Management support to ASN (RD&A) Chief Systems Engineer (RDA CHENG). (O&MN) (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	----	-----	----	----	-----
6000	R499	ODCs in Support of SLIN 4000. (O&MN,N) Option	1.0	LO	\$50,000.00
6100	R499	ODCs in Support of SLIN 4100.	1.0	LO	\$50,000.00

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(O&MN,N)  
Option

6200 R499 ODCs in Support of SLIN 4200. (O&MN,N) Option 1.0 LO \$50,000.00

6300 R499 ODCs in Support of SLIN 4300. (O&MN,N) Option 1.0 LO \$50,000.00

NOTE A - Option item to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

NOTE B - One Lot is defined as the amount of effort required to accomplish the scope of work within a specified time frame.

NOTE C - Award terms are applied only if they have been earned in accordance with the award term evaluations formulated based on performance in previous contract years.

**LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE**

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

***(End of Text)***

**PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)**

(a) 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, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(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 seven and fifty one-hundredths percent (7.50%) 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 (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, 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

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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 contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

*(End of Text)*

**TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

*(End of Text)*



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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

The Contractor shall provide Business and Financial support to the Assistant Secretary of the Navy (ASN), Research, Development and Acquisition (RDA) Chief Systems Engineer (CHENG) as follows. This support shall include, but not be limited to, budgeting and planning, financial execution, congressional and public affairs, and contract/acquisition support. These services are necessary to support all phases of the acquisition process.

The Performance Standards and Assessment Plan described below are applicable to the total scope of services being performed under this contract.

- a. Performance Standards: The following performance standards serve as a basis for determining whether performance outcomes have been satisfactorily achieved and the delivery of service is considered acceptable performance.
  - 1) The delivery requirements shall be consistent with needs of the mission as identified by the designated Contracting Officer's Representative
  - 2) Technical and status reports shall be factually accurate and complete, reflect high-quality and adhere to due dates and deadlines
  - 3) Support services provided include but are not limited to studies and analysis, financial management and execution, acquisition support, and cost estimating and shall be measured through customer feedback
  - 4) Services shall reflect innovative management techniques employed to increase efficiencies and control cost
- b. Performance Assessment Plan: The following Performance Assessment Plan serves as a basis for assessing Contractor performance
  - 1) Contractor monthly report of accomplishments and indication whether sponsor was satisfied or not satisfied based upon customer feedback
  - 2) Random and periodic feedback from division heads or higher
- c. General Requirements: The Contractor shall provide an adaptable, flexible team structure that is best suited to accomplish both planned and emergent requirements. Emphasis shall be placed on a team structure that also maximizes productivity, efficiency and accountability. The Contractor must execute the scope of work that provides for high quality, timely and well-integrated services while incorporating the proper mix and demonstrate the most effective use of personnel.

### **Program Management**

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Provide overall program management of the assembled team under this contract.

Provide overall program management and support to the Business Operations Department. Provide issue resolution options as necessary with recommendations based on past experience.

Provide recommendations for program reviews, budget hearings, and other high-level briefings and reviews. This shall include, but not be limited to, development of agendas, assisting in the development of briefing packages and supporting documentation, and assisting with meeting minutes as necessary.

Coordinate and deliver business and operations support documents and deliverables as requested by ASN RDA CHENG.

Develop and submit Contractor's Progress, Status, and Management Report on a monthly basis.

Develop and implement contractor processes necessary to meet programmatic goals.

Investigate the potential impact of externally imposed constraints (i.e. budget reductions, plus-ups, DoD reporting requirements, Navy policy, etc.) and provide recommendations, as necessary

Participate in the development and preparation of performance measurement tools for the purpose of continuous process improvement throughout the organization.

Provide overall support to the program office in conducting process analysis, cost, schedule, and technical impact studies to support briefings and budget submissions.

Performance Standards:

1. Quality: Reports and documentation are free of spelling errors, grammatically correct, correct format and fully coordinated with all stakeholders
2. Accuracy: Reports and documentation are factually accurate and correct per government source or expert.
3. Timeliness: Products are delivered within deadlines identified by applicable task manager

Monitoring Methods:

1. Government review and assessment of deliverables and products
2. Periodic reports from contractor of work accomplished, including monthly reports of active and completed tasks

### **Budgeting and Planning**

Review and develop draft Program Objective Memorandum (POM) documentation

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Assist in development of Plan of Action and Milestones (POA&Ms) for development and submittal of the ASN RDA CHENG POM to the Navy. Monitor and coordinate inputs in accordance with the POA&Ms to ensure timely submittal.

Identify and track POM issues, as assigned.

Coordinate and build the POM submittal.

Provide programmatic support for the development of inputs for Planning, Programming, Budgeting, and Execution (PPBE).

Analyze financial information in program planning documentation.

Assist in the preparation of budget formulation documentation in support of the OSD/Congressional budget processes. This includes but is not limited to: budget exhibit construction and draft and edit of R-docs. Development and maintenance of hardware and software deliveries matrices and maintain the programmatic Work Breakdown Structure (WBS).

Maintain budget controls for ASN RDA CHENG.

Reviews budget estimates and reports from functional managers and contractors to develop budgetary forecasts for long range funding.

Support the Program Planning process and assist in the establishment of program priorities and funding requirements.

Draft spreadsheets for short and long range budget requirements.

Provide recommendations to justify and defend budgets during all required annual and periodic budget submissions or reviews.

#### Performance Standards:

1. Quality: Reports and documentation are free of spelling errors, grammatically correct, correct format and fully coordinated with all stakeholders
2. Accuracy: Reports and documentation are factually accurate and correct per government source or expert.
3. Timeliness: Products are delivered within deadlines identified by applicable task manager

#### Monitoring Methods:

1. Government review and assessment of deliverables and products
2. Periodic reports from contractor of work accomplished, including monthly reports of active and completed tasks

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## **Budget Execution**

Provide support in the preparation, review and analysis of program execution documentation

Provide support in the preparation of various funding documents (WX/WR, MIPR, PR/FADS, etc.) using approved financial management systems (AUTODOC, PRISMS, STARS, etc.)

§ Review each funding document before submitting to approving official to ensure:

- SOW is clearly written to ensure all parties understand what work is to be accomplished, what deliverables are expected and when they are expected
- Funding is available (check STARS, spend plans, etc.)
- Technical and Financial POC information is correct
- Ensure complete and accurate document preparation in accordance with the standards of the NAVSEA comptroller

§ Monitor status of the various funding documents prepared through the databases to ensure they are processed, signed and forwarded to the designated recipient in a timely manner

§ Ensure funding documents are corrected and resubmitted in the applicable databases if rejected for an error.

Interface and coordinate funding requirements and documents with field activities and other funding recipients. Interface and coordinate requirements with the RDA CHENG directors .

Provide assistance in development of documentation to support the following reviews:

- Summer Financial Program Reviews
- Mid-Year Financial Reviews
- Monthly Financial Reviews with RDA CHENG

Analyze and prepare reports that compare execution plans with actuals and provide weekly status of financial documents with appropriate tasks and participating activities.

Provide expert advice and feedback to the Government execution manager on financial issues

Analyze obligations and expenditures to ensure meeting benchmarks.

§ Provide analysis and prepare reports that compare execution and obligation plans with actual data

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- Compare execution and obligation plans to actual data
- Provide weekly status reports of financial documents with appropriate tasks and participating activities.
- Prepare weekly financial graphs to be used for Division Head Meetings
- Take corrective action to ensure data posted in STARS and other databases is accurate
- Collect, analyze, and review performer incurred cost data

Prepare the appropriate documentation to ensure accuracy of expenditure data with STARS.

Investigate lagging obligations and expenditures of contractors. (This includes requesting copies of billing information, expected contract award dates, and other information needed to justify failure to meet monthly benchmarks.)

Review and prepare variance and discrepancy reports.

§ Analyze various source data documentation to compare internal status information with Navy/OSD data and vendor data

- This includes compiling various reports from the chosen databases used by ASN RDA CHENG

- Provide detailed recommendations for corrective actions, if required

Provide programmatic support for the development of inputs for Planning, Programming, Budgeting, and Execution (PPBE)

- Analyze financial information in program planning documents
- Assist in the preparation of budget formulation documentation in support of the OSD/Congressional budget and POM/PR processes

Provide programmatic support in the development, review and analysis of the execution year and out year task planning.

- Assist in developing guidance, scheduling meetings, etc. required to gather the data and to maintain the planning database
- Analyze various reports to ensure the data base is accurate and up to date
- Develop status reports to be used by RDA CHENG for POM/PR and budget development
- Coordinate requirements and assist in the analysis and decision making process related to the annual Planning reviews.

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Provide support for the overall planning, fiscal reporting and control of ASN RDA CHENG programs.

#### Performance Standards:

1. Quality: Reports and documentation are free of spelling errors, grammatically correct, correct format and fully coordinated with all stakeholders
2. Accuracy: Reports and documentation are factually accurate and correct per government source or expert.
3. Timeliness: Products are delivered within deadlines identified by applicable task manager

#### Monitoring Methods:

1. Government review and assessment of deliverables and products
2. Periodic reports from contractor of work accomplished, including monthly reports of active and completed tasks

### **Graphics Support Services**

The Contractor shall provide graphics services support to the ASN RDA CHENG. Duties include:

- Create graphics displays for complex briefings and presentations for senior DoD officials, Congressional staffers, and international and other conferences.
- Work with appropriate technical points of contact to assist in developing briefing plan of actions and milestones (POA&Ms).
- Work with the designated technical point of contact for each brief to translate technical concepts and ideas into graphic displays.
- Appropriate administrative support, equipment (e.g. computers, vu-graphs), and materials/supplies to ensure efficient operation of RDA CHENG war-room during the preparation of briefings and presentations to include:

Provide quality assurance and configuration control throughout the development of the briefing.

Provide research to gather appropriate information for the briefing.

Maintain configuration control of all briefings in concert with the designated technical point of contact for each brief. Maintain a record of all approved changes.

Maintain configuration control of specific Programmatic slides, ensuring currency and accuracy of the data.

Create and maintain a library of all briefings and presentations for historical purposes.

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- Contractor shall be proficient in the following software:

- Adobe Creative Suite
- Adobe Acrobat
- Adobe Premiere Pro
- Adobe After Effects Professional
- Microsoft Office
- 3D Programs
- Quark XPress
- CorelDRAW Graphics Suite

#### Performance Standards:

1. Quality: Reports and documentation are free of spelling errors, grammatically correct, correct format and fully coordinated with all stakeholders
2. Accuracy: Reports and documentation are factually accurate and correct per government source or expert.
3. Timeliness: Products are delivered within deadlines identified by applicable task manager

#### Monitoring Methods:

1. Government review and assessment of deliverables and products
2. Periodic reports from contractor of work accomplished, including monthly reports of active and completed tasks

### **Management and Professional Support Services**

The Contractor shall provide support services to staff as follows:

- Coordinate inputs from directorstaff for responses to classified and unclassified action items.
- Prepare draft response to actions in a variety of formats including e-mail, internal memoranda, and official correspondence.
- Conduct director level action item tracking. Coordinate with RDA CHENG office and external agency personnel to facilitate completion of action items. Coordinate with designated lead director for action item closure.
- Assist with preparation of briefings and concept papers by compiling data and coordinating inputs.
- Maintain a log of in-coming and out-going RDA CHENG Office correspondence for each director.
- Schedule/support internal and external meetings, Video Teleconferences (VTCs), and program reviews. Support shall include preparing and distributing meeting announcements, coordinating attendee lists, collecting briefs from presenters, making and distributing

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agendas and conference material, and support during meetings, such as attendee check-in, taking and distributing phone messages for attendees, and distributing minutes/briefs at completion of meeting.

- Manage and maintain quality control of official files of and deputies. Assist in data management and filing of documents in accordance with DoD directives.

#### Performance Standards:

1. **Quality:** Reports and documentation are free of spelling errors, grammatically correct, correct format and fully coordinated with all stakeholders
2. **Accuracy:** Reports and documentation are factually accurate and correct per government source or expert.
3. **Timeliness:** Products are delivered within deadlines identified by applicable task manager

#### Monitoring Methods:

1. Government review and assessment of deliverables and products
2. Periodic reports from contractor of work accomplished, including monthly reports of active and completed tasks



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## SECTION D PACKAGING AND MARKING

**APPLICABLE TO ALL ITEMS** -There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

### 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 28 February 2006.

### MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

Zelda Savage

(Name of Individual Sponsor)

ASN RDA CHENG

(Name of Requiring Activity)

Washington Navy Yard, DC

(City and State)

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**SECTION E INSPECTION AND ACCEPTANCE**

Supplies/services will be inspected/accepted as follows:

<u>ITEM(s)</u>	<u>INSPECT AT</u>	<u>INSPECT BY</u>	<u>ACCEPT AT</u>	<u>ACCEPT BY</u>
All	Destination	Government	Destination	Government

*\*Note that Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified as the Task Order Manager (TOM) in Section G unless otherwise specified under this Task Order.*

**CLAUSES INCORPORATED BY REFERENCE**

52.246-3 Inspection Of Supplies Cost-Reimbursement MAY 2001  
52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

**CLAUSES INCORPORATED IN FULL TEXT**

**INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA**

Inspection and acceptance of all data shall be as specified in SECTION C.

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## SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

1000	4/3/2009 - 4/9/2010
1001	4/3/2009 - 4/30/2010
3000	4/3/2009 - 4/9/2010
3001	4/3/2009 - 4/9/2010
4000	4/10/2010 - 5/13/2011
4100	5/6/2011 - 6/15/2012
4200	4/10/2012 - 4/9/2013
4300	4/10/2013 - 9/30/2014

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

1000	4/3/2009 - 4/9/2010
1001	4/3/2009 - 4/30/2010
3000	4/3/2009 - 4/9/2010
3001	4/3/2009 - 4/9/2010
4000	4/10/2010 - 5/13/2011
4100	5/6/2011 - 6/15/2012
4200	4/10/2012 - 4/9/2013

The periods of performance for the following Option Items are as follows:

6000	4/10/2010 - 4/9/2011
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The periods of performance for the Award Term Items are as follows:

4300	4/10/2013 - 9/30/2014
6100	4/10/2011 - 4/9/2012
6200	4/10/2012 - 4/9/2013
6300	4/10/2013 - 4/9/2014

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## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager  
Zelda Savage, ASNRDACHENG  
1333 Isaac Hull Ave  
Washington Navy Yard, DC 20376  
[zelda.savage@navy.mil](mailto:zelda.savage@navy.mil)  
202-781-2711

Procuring Contracting Officer  
Sarah H. Ward  
1333 Isaac Hull Ave  
Washington Navy Yard, DC 20376  
[sarah.h.ward2@navy.mil](mailto:sarah.h.ward2@navy.mil)  
202-781-3563

The Government reserves the right to unilaterally change the points of contact at anytime

**CONTRACTOR CENTRAL REGISTRATION (CCR)** - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

### INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the

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instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (*contracting officer check all that apply*)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>S2404A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N48142</u>
Service Acceptor DODAAC	<u>N48142</u>
Service Approver DODAAC	<u>N48142</u>
Ship To DODAAC	<u>N00024</u>
DCAA Auditor DODAAC	<u>HAA391</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>N00024</u>
Acceptance Location	<u>N00024</u>

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Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

<b>Send Additional Email Notification To:</b>
<a href="mailto:zelda.savage@navy.mil">zelda.savage@navy.mil</a>
<a href="mailto:dcaa-fao6701@dcaa.mil">dcaa-fao6701@dcaa.mil</a>

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS’s WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or [margaret.morgan@navy.mil](mailto:margaret.morgan@navy.mil).

Accounting Data

SLINID	PR Number	Amount
1000	N0002408NR55326	483421.50
LLA :		
AD See Attached Financial Accounting Data Sheet (Attachment 2)		
Standard Number: N4814209RXCE013		
1001	N0002408NR55326	100070.09
LLA :		
AA See Attached Financial Accounting Data Sheet (Attachment 2)		
Standard Number: N4814209RXCE845		
300001	N0002408NR55326	23000.00
LLA :		
AC See Attached Financial Accounting Data Sheet (Attachment 2)		
Standard Number: N4814209RXCE013		
3001	N0002408NR55326	50000.00
LLA :		
AB See Attached Financial Accounting Data Sheet (Attachment 2)		
Standard Number: N4814209RXCE845		

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BASE Funding 656491.59  
Cumulative Funding 656491.59

MOD 01

1000 N0002408NR55326 22973.00  
LLA :  
AD See Attached Financial Accounting Data Sheet (Attachment 2)  
Standard Number: N4814209RXCE013

1001 N0002408NR55326 18317.00  
LLA :  
AA See Attached Financial Accounting Data Sheet (Attachment 2)  
Standard Number: N4814209RXCE845

300001 N0002408NR55326 (22973.00)  
LLA :  
AC See Attached Financial Accounting Data Sheet (Attachment 2)  
Standard Number: N4814209RXCE013

3001 N0002408NR55326 (50000.00)  
LLA :  
AB See Attached Financial Accounting Data Sheet (Attachment 2)  
Standard Number: N4814209RXCE845

MOD 01 Funding -31683.00  
Cumulative Funding 624808.59

MOD 02 Funding 0.00  
Cumulative Funding 624808.59

MOD 03

1001 N0002408NR55326 29458.91  
LLA :  
AA See Attached Financial Accounting Data Sheet (Attachment 2)  
Standard Number: N4814209RXCE845

MOD 03 Funding 29458.91  
Cumulative Funding 654267.50

MOD 04

400001 n0002410mr55492 348667.00  
LLA :  
AE 170180412TA25048142X0688922DXCE003481420X2598Q

MOD 04 Funding 348667.00  
Cumulative Funding 1002934.50

MOD 05 Funding 0.00  
Cumulative Funding 1002934.50

MOD 06

410001 1300202324 334302.00  
LLA :  
AF 17 1 1804 12TA 250 48142 X 068892 2D XCE015 481421X2598Q

MOD 06 Funding 334302.00  
Cumulative Funding 1337236.50

MOD 07 Funding 0.00  
Cumulative Funding 1337236.50

MOD 08

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420001 1300271137 275000.00  
 LLA :  
 AG 1721804 12TA 250 48142 X 068892 2D XCE013 481422X2598Q

MOD 08 Funding 275000.00  
 Cumulative Funding 1612236.50

MOD 09

430001 1300344849 137500.00  
 LLA :  
 AH 1731804.12TA 251 48142 X 068892 2D XCE008 481423X2598Q

MOD 09 Funding 137500.00  
 Cumulative Funding 1749736.50

MOD 10 Funding 0.00  
 Cumulative Funding 1749736.50

MOD 11

430001 1300344849 137500.00  
 LLA :  
 AH 1731804 12TA 251 48142 X 068892 2D XCE008 481423X2598Q

MOD 11 Funding 137500.00  
 Cumulative Funding 1887236.50

MOD 12

430002 130040847400001 15000.00  
 LLA :  
 AJ 1741804 12TA 251 48142 X 068892 2D XCE004 481424X2598Q

MOD 12 Funding 15000.00  
 Cumulative Funding 1902236.50

MOD 13

430002 130040847400002 116756.00  
 LLA :  
 AJ 1741804 12TA 251 48142 X 068892 2D XCE004 481424X2598Q

MOD 13 Funding 116756.00  
 Cumulative Funding 2018992.50

MOD 14

430002 130040847400003 29188.00  
 LLA :  
 AJ 1741804 12TA 251 48142 X 068892 2D XCE004 481424X2598Q

MOD 14 Funding 29188.00  
 Cumulative Funding 2048180.50



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## SECTION H SPECIAL CONTRACT REQUIREMENTS

**NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)***(Applicable to CLINs 1000, 1001, 3000 and 3001 Option CLINs (if exercised) 4000 and 6000, and Award Term CLINs (if awarded) 4100, 4200, 4300, 6100, 6200 and 6300.)*

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract 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 contract 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	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
3000	0.00	0.00	0.00	27.00	0.00	04/03/2009 -
						04/09/2010
						04/10/2010
4000	324,341.39	24,325.61	0.00	348,667.00	0.00	- 05/13/2011
						05/06/2011
4100	310,978.60	23,323.40	0.00	334,302.00	0.00	- 06/15/2012
						04/10/2012
4200	255,813.95	19,186.05	0.00	275,000.00	0.00	- 04/09/2013
						04/10/2013
4300	405,529.32	30,414.68	0.00	435,944.00	0.00	- 09/30/2014

(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 contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

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(c) CLINs/SLINs 1000, 1001, and 3001 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

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

#### NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST

The successful Offeror, in performing the tasks associated with this Statement of Work, may create a potential or actual organizational conflict of interest in its, its parent company's, its subsidiary or wholly owned affiliates, ability to provide existing or future hardware, software, integration, construction or other products or services for consideration for use to ASN RDA CHENG.

#### ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or

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advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR

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9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

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(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

#### **AWARD TERM CLAUSE**

In addition to the terms set forth elsewhere in the contract, the contractor may earn an extension or reduction to the contract period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor is evaluated during the first year of performance, but extensions or reductions start in the second year. If scores are very good during Year 2, the contractor earns Year 4; if scores are very good in Year 3, the contractor earns Year 5. In Year 5, the contractor must earn a score of "excellent" in order for the contract period to be extended beyond Year 5. Consistent scores of "excellent" during succeeding years earn contract period extensions up to a maximum of 10 years. The contract period may also be reduced on the basis of the contractor's performance against the stated performance parameters. Points are awarded or deducted during each year of the contract on the basis of how the contractor has performed against the predetermined criteria. The contract period is then extended or reduced to reflect this assessment.

(a) Award Term. The award-term concept is an incentive that permits extension of the contract period beyond the base period of performance for superior performance or reduction of the contract period of performance because of poor performance. (b) Term Points. Positive or negative points are accumulated during each evaluation period on the basis of the contractor's performance. An accumulation of positive points (e.g., +50, +75, or +100) is required for a one-year term extension, and an accumulation of negative points (e.g., -50, -75, or -100) results in a one-year reduction in the contract period. (c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the ATRB. The ATRB recommends an award term to the TDO, who makes the final decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period. (d) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or reductions are specified in the award-term plan. (e) Modification of Award-Term Plan. Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect. (f) Self-Evaluation. The contractor will submit to the CO, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 25 pages. It will be used in the ATRB's evaluation of the contractor's performance during this period. (g) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the TDO. These decisions are final and are not subject to dispute. (h) Award-Term Extension. The contract period may be modified to reflect the TDO decision. The total contract ordering period, including

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extensions under this clause, will not exceed 5 years, or the time remaining on the SEAport contracts, including exercised options. The award-term provision must be included in the solicitation and resulting TO. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award-term provision will cease and the ordering period will not extend beyond the term set at that time.

## **AWARD TERM PLAN**

**1.0 INTRODUCTION** This is the basis for evaluating of the contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO). The evaluation for the number of term points to be awarded will begin at the start of the contract.

Award-term contracting is effective when performance metrics are objective, a long-term business relationship is of value to the government and to the contractor, and the expected outcomes are known up-front. The specific criteria and procedures used for assessing the contractor's performance and for determining the award term earned are described herein. All TDO decisions regarding the award-term points—including, but not limited to, the number of points, if any; the methodology used to calculate the points; the calculation of the points; the contractor's entitlement to the points; and the nature and success of the contractor's performance—are final and not subject to dispute.

The award term will be provided to the supplier through unilateral contract modifications based upon points earned as determined by the TDO.

**2.0 ORGANIZATION** The award-term organization includes the TDO and an Award-Term Review Board (ATRB) consisting of a chairperson, the contracting officer, a recorder, other functional area participants, advisory members, and the performance monitors.

**3.0 RESPONSIBILITIES**

a. **Term-Determining Official.** The TDO approves the award-term plan and any significant changes to it. The TDO reviews the recommendations of the ATRB, considers all pertinent data, and determines the earned award-term points for each evaluation period. The TDO appoints the ATRB chairperson.

b. **Award-Term Review Board Chairperson.** The ATRB chairperson chairs the meetings of the ATRB and appoints the non-mandatory members of the board and the performance monitors. The ATRB chairperson briefs the TDO on recommended earned term amounts and the contractor's overall performance and recommends award-term plan changes to the TDO.

c. **Award-Term Review Board.** ATRB members review performance monitors' evaluation of the contractor's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at the earned award-term points recommendation to be presented to the TDO. The ATRB will also recommend changes to this plan. An assessment of the contractor's performance will be done on a yearly basis.

d. **ATRB Recorder.** The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB, and the TDO.

e. **Contracting Officer (CO).** The CO is the liaison between contractor and government personnel. Subsequent to the TDO decision, the

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CO evaluates the award-term points available and modifies the contract period of performance, if necessary, to reflect the decision. f. Performance Monitors. Performance monitors maintain written records of the contractor's performance in their assigned evaluation areas so that a fair and accurate evaluation is obtained. Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB.

4.0 AWARD-TERM PROCESSES a. Available Award-Term Points. The earned award-term points will be based on the contractor's performance during each evaluation period. An accumulation of positive points (e.g., +50, +75, or +100) is required for a one-year term extension, while an accumulation of negative points (e.g., -50, -75, or -100) results in a one-year reduction in the contract period. It is important that the point system be tailored to the particular acquisition. b. Evaluation Criteria. If the CO does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following award-term evaluation period. Modifications to the plan shall take effect in the next evaluation period. c. Interim Evaluation Process. Interim evaluations will be conducted at least every six months. At the discretion of the TDO, interim evaluations may take place more frequently (e.g., at major milestones). The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the midpoint of the evaluation period. Performance monitors submit their evaluation reports to the ATRB 21 calendar days after this notification. The ATRB determines the interim evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern. d. End-of-Period Evaluations. The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the end of the evaluation period. The contractor presents its self-assessment to the CO within five working days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance. The self-assessment may not exceed 25 pages. Performance monitors submit their evaluation reports to the ATRB 14 calendar days after the end of the evaluation period. The ATRB forwards copies to the contractor. The performance monitors provide oral presentations to the ATRB 21 days after the end of evaluation period. The contractor is then given an opportunity to address the performance monitor evaluations. The ATRB prepares its evaluation report and recommendation regarding earned or unearned award-term points. The ATRB briefs the evaluation report, and recommendation to the TDO within 30 calendar days after the end of the evaluation period. The TDO determines the overall award-term points for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the contractor of the earned award-term points and the total cumulative points. Upon the accumulation of sufficient award term-points, the CO issues a contract modification within 15 calendar days after the TDO's decision is made authorizing an award extension or reduction based on the earned or unearned award-term points.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE Proposed changes to the award-term plan will be bilateral. If either party desires a change to the award-term plan and a mutual agreement cannot be reached, the original award-term plan will remain in effect.

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## SECTION I CONTRACT CLAUSES

The clauses of the basic IDIQ MAC are hereby incorporated by reference in this Task Order, as applicable.

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

(End of clause)

### 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.

Note: The Government has the right within the time constraints stated below to fully exercise each of the below Option CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.

#### ITEM(S) LATEST OPTION EXERCISE DATE

4000 No later than 12 months after the Task Order Award date.  
4100 No later than 24 months after the Task Order Award date.  
4200 No later than 36 months after the Task Order Award date.  
4300 No later than 48 months after the Task Order Award date.  
6000 No later than 12 months after the Task Order Award date.  
6100 No later than 24 months after the Task Order Award date.  
6200 No later than 36 months after the Task Order Award date.  
6300 No later than 48 months after the Task Order Award date.

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

### 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL. (SEP 2007)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have routine

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physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - Contract Security Classification Specification (DD 254)  
Attachment 2 - Financial Accounting Data Sheet (FADS) (Basic Award)