

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 10-Jul-2009	4. REQUISITION/PURCHASE REQ. NO. N00024-09-MR-60381		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040	CODE N00024	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 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) Gryphon Technologies, LC 6301 Ivy Lane Suite 300 Greenbelt MD 20770	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4061-EH03
CAGE CODE 05TP2	FACILITY CODE 942207838
10B. DATED (SEE ITEM 13) 10-Sep-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)

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 checked="" type="checkbox"/>	FAR part 43.103 (b)
<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 type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Michael J Taylor	10-Jul-2009
		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification 08 to Task Order N00178-04-D-4061-EH03 is to revise Section B, Supplies and Services as follows:

- a. Establish SLIN 1102AD
- b. Transfer ceiling from SLIN 1102AA to SLIN 1102AD
- c. Fully fund SLIN 1102AD

Accordingly, said Task Order is modified as follows:

1) Under Section B, Supplies and Services

a. Establish SLIN 1102AD as follows:

<u>SLIN</u>	<u>Description</u>	<u>Start Date</u>	<u>End Date</u>
1102AD	Option 1 - PEO Ships System Supportability Technical Services - DDG1000, CG(X), LCS, LPD17, LHAR, TAKE, LMSR, JHSV	6/25/09	7/31/09

b. Transfer ceiling from SLIN 1102AA to SLIN 1102AD as follows:

c. Fully fund SLIN 1102AD as follows:

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

SUPPORT SERVICES FOR THE PEO SHIPS SUPPORTABILITY

1. BACKGROUND:

The Program Executive Office Ships (PEO SHIPS) provides the U.S. Navy with a single organization that concentrates knowledge, management skills and buying power for the acquisition and modernization of all non-nuclear surface ships. PEO SHIPS' responsibilities encompass oversight and management of research, development, systems integration, design, construction, testing, Fleet introduction, lifetime support, disposal and Foreign Military Sales transfer of current and future surface combatant, amphibious and auxiliary ships to include: LHA, LHD, LHA-R, LPD-17, LSD-41/49, FFG, DDG, CG, DDG1000, LCS, MCM, MHC, Sealift Ships, CLF Ships, Special Mission Ships, Coast Guard Deepwater support, Small Boats and Craft, and Command Ships. PEO SHIPS and its programs play an instrumental role in fighting and winning America's War on Terrorism, providing the National Command Authority with combat -ready surface warships around the globe anytime and anywhere needed.

The focus of PEO Ships continues to be ship design and production including a full range of engineering and program management. Because this work is performed in conjunction with serial production of ships, is enduring, is not inherently governmental, does not affect policy and increases the design performance capability before Government final acceptance, all items covered within the statement of work are outside the scope of contract advisory assistance service covered work requirements.

2. PURPOSE

This solicitation seeks support in the areas of system supportability assessment, integrated logistics support that includes technical manual outfitting services, program and technical management, in order to assist PEO SHIPS in accomplishing its mission and objectives. The Contractor shall provide support for all PEO SHIPS tasks that best support the Program Office 's responsibility to satisfy both acquisition and modernization of surface ships. This task order will provide support to PEO SHIPS and staff, and the associated PEO SHIPS program offices. The contractor shall provide forward thinking, innovative, and well integrated/coordinated best practices that support PEO SHIPS and its responsibility to satisfy both current and future Navy needs for Ships.

3. SCOPE

In conjunction with performance under a performance based environment, the performance standards and assessment plan described below are applicable to the total scope of services being performed under this contract.

4. PERFORMANCE OBJECTIVE:

The Contractor shall provide knowledge experts who will keep pace with the changing climate and provide information and assessments of that information to Government task manager(s) on issues and topics that may affect the execution of the PEO SHIPS programs. The Contractor staff will be led by a lean management team who will ensure the government task manager(s) and Task Order Manager (TOM) are provided timely notification when personnel or other contract delivery changes arise which affect contract performance.

5. PERFORMANCE STANDARD:

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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.

- The delivery requirements shall be consistent with needs of the mission as identified by task managers.
- Technical and status reports shall be factually accurate and complete, reflect high -quality and adhere to due dates and deadlines.
- Deliverables including studies and analyses, presentations and other knowledge management functions shall be measured through customer feedback.
- Services shall reflect innovative, technological, and management techniques employed to increase efficiencies and control cost.

6. ACCEPTABLE QUALITY LEVEL:

Acceptable quality shall be defined as: free of spelling errors, free of grammatical errors, formatted correctly, and fully coordinated with any stakeholders. All deliverables must be fully compatible with Navy Marine Corps Intranet (NMCI) format for Microsoft Word, Excel, PowerPoint, Project, Program Manager and other application programs.

7. MONITORING METHOD:

The Government will review and assess all deliverables and products. The Contractor will provide a monthly report of work accomplished, including monthly reports of active and completed tasks, and a statement of whether the sponsor was satisfied or not satisfied based upon customer feedback.

8. GENERAL REQUIREMENTS:

Contractor on-site support services is required but not limited to the Washington, D.C. Metropolitan area; Bath, ME; and Pascagoula, MS.

The Contractor shall be proficient in MS Office 2003 including but not limited to MS Word, MS PowerPoint, MS Excel, MS Project, MS Access and Adobe Acrobat Exchange.

The Contractor shall provide graphics support and produce briefing slides, metric charts, program schedules, organizational charts, and other required products as required by Government direction.

The Contractor shall provide capability to electronically archive and store historical documentation. Additional storage capability is to be determined.

The Contractor shall have an electronic mail capability and have the necessary connectivity to communicate with PEO SHIPS front office staff, program offices, and PEO SHIPS team members. MS Outlook mail is preferred to communicate and coordinate meetings and schedules with PEO SHIPS. The Contractor must have the capability to interface via electronic mail and must provide Internet e -mail addresses for all employees supporting this task.

The Contractor shall have the capability to interface and access all required web -collaborative tools, such as LIVELINK and the PEO Ships IDE. Access for all employees supporting this task is required to access project workspaces and document archives that are germane to the performance of this task. The Contractor is responsible to identify the number and type of NMCI seats needed for their own use to support the

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requirements of the Statement of work. The Contractor will negotiate and procure NMCI Level II seats directly from the NMCI vendor. Responsibility for administration of PEO SHIPS NMCI seats remains with the Government.

All data/deliverables produced under this task order shall become the property of the Government.

In contractor format, provide progress and status reports on a monthly basis that address work accomplished; individual charges by name for man -hours for each person for each labor category; itemization of other direct costs; obligation and incurred cost performance monthly and cumulative, and any contract issues by the 20th day after each month. Monthly progress reports containing the aforementioned data should be addressed for each task and/or technical instruction if issued.

9. SECURITY REQUIREMENTS:

10. FACILITY:

11. PERSONNEL:

Personnel to be U.S. citizens.

12. SPECIFIC TASKS

12.1 The Contractor shall establish and maintain an Equipment System Configuration Baseline.

Collect and compile installed equipment system data from authorized configuration management sources.

Identify applicable equipment system alterations planned, and monitor/document changes to ships equipment configuration as they occur.

Interface with equipment system in-service engineering agents (ISEAs), Shipbuilders, PEO Ships offices, Supervisors of Shipbuilding (SUPSHIPs), and Original Equipment Manufacturers (OEMs).

Notify authorized configuration management sources of any equipment system configuration discrepancies identified.

Prepare a ship-specific Equipment System Configuration Baseline for each ship 's significant new construction and lifecycle milestones/availabilities, as designated in each platform 's Planning Schedule and/or CNO Availability Report (TP1).

12.2 The Contractor shall identify and assess the adequacy of the current level of integrated logistics and

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engineering support, to include technical manuals, for each installed equipment system identified on the Equipment System Configuration Baseline.

Perform research to identify designated integrated logistics and engineering support products, to include technical manuals, which are required for the safe operation and maintenance of all installed equipment systems reflected on the Equipment System Configuration Baseline.

Identify the development and delivery status of each identified integrated logistics and engineering support product required, to include operations and maintenance technical manuals.

Following each ship's significant new construction and lifecycle milestones/availabilities, analyze and assess the supportability of each identified equipment system, based on the development and delivery status of designated integrated logistics and engineering support products, to include operations and maintenance technical manuals.

With each assessment, provide organized, achievable solution packages to address identified supportability deficiencies.

12.3 The Contractor shall identify, develop, acquire, and/or deliver all required, applicable integrated logistics and engineering support products, to include technical manuals, which are deemed necessary by PEO Ships FL.

Develop and/or acquire applicable integrated logistics and engineering support products, such as technical manuals, required for the safe operation and maintenance of installed equipment systems.

Receive, inventory, prepare, stage, invoice and deliver designated applicable integrated logistics support and engineering products, such as technical manuals, for all designated activities such as ships, shore sites, and training commands following each ship's significant new construction and lifecycle milestones/availabilities.

Maintain a distribution facility for the receipt, inventory, preparation, staging and load -out of all designated integrated logistics and engineering support products, to include technical manuals. Maintain an inventory management system in order to accurately track quantity and location of on -hand integrated logistics support and engineering products, to include technical manuals.

Establish and maintain a reference library of all delivered integrated logistics and engineering support data, to include technical manuals, PMS data, maintenance history, ship change documents and any other engineering data deemed necessary by PEO Ships.

12.4 The Contractor shall provide technical guidance to ships, shore sites, and training commands.

Develop and present key information including white papers, presentations, briefings and training materials which provide equipment system-specific integrated logistics and engineering technical support that identifies any outfitting and/or operational roadblocks or risk areas. Such key information should also include practical, achievable solution packages to address any identified roadblocks.

Design and develop common configuration management processes to support PEO SHIPS and the associated program offices.

Develop requirements for tools/processes that align integrated logistic support products and engineering technical data across all program offices and throughout PEO SHIPS.

12.5 The Contractor shall develop and provide other required integrated logistics support and engineering products and services to PEO Ships, as required by the Government.

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Provide logistics and engineering and technical support to assist in the resolution of emergent requirements and issues. Assist in the identification of integrated logistics and engineering deficiencies and provide specific technical solution packages.

Review proposed Ship Change Documents for technical adequacy, compliance with specification and integration requirements, accurate and complete integrated logistics support requirements and overall ship and ship system impact.

In conjunction with Government personnel, conduct liaison with various NAVSEA offices, other Navy and government organizations and private industry sources to research and acquire data necessary to assist the program office with solutions to technical and programmatic problems.

Develop and provide recommendations to employ new initiatives and best practices to improve areas within program management.

13. PERIOD OF PERFORMANCE

Base Period: Date of Task Order award through 12 months thereafter.

Option Periods: One option period and three Award Term Periods available, the period of performance for option and award terms are from the date the option is exercised or award term earned through 12 months thereafter.

14. CONTRACT DATA REQUIREMENTS LISTS (CDRLs)

A001 - Equipment System Configuration Baseline Summary & Discrepancy List, to be provided to PEO Ships FL within XX days following each ship 's designated new construction and lifecycle milestones/availabilities.

A002 - Hull-Specific Equipment System Supportability Assessment, to be provided to PEO Ships FL within 45 days following A001 delivery

A003 - Hull-Specific Equipment System Supportability Index that includes delivery status of identified shipboard requirements, to be provided to a designated ship officer and PEO Ships FL within 45 days following A001 delivery.

A004 - Invoices, to be provided to receiving ship officer and PEO Ships FL at the time of integrated logistics or engineering product delivery. Invoices are to serve as official transfer of custody and satisfaction of product's delivery requirement. Invoices should also be provided quarterly (in coordination with delivery of A006) to PEO Ships FL when obsolete products are identified in inventory and/or Reference Library. PEO Ships FL review and signature of such invoices will serve as authorization to properly dispose of obsolete materials.

A005 - Navy Supply System Discrepancy Report, to be provided to PEO Ships FL on a quarterly basis.

A006 - Inventory & Reference Library Report, to be provided to PEO Ships FL on a quarterly basis.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the SeaPorte Multiple Award IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

Section E Inspection and Acceptance shall be in accordance with the IDIQ contract and will be performed by the Task Order Manager.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1001AA	9/10/2007 - 9/9/2008
1001AB	9/10/2007 - 9/9/2008
1001AC	9/10/2007 - 9/9/2008
1002AB	2/8/2008 - 9/30/2008
1002AC	4/1/2008 - 9/30/2009
1002AD	4/1/2008 - 3/31/2009
1101AA	8/27/2008 - 8/26/2009
1101AB	9/9/2008 - 5/31/2009
1101AC	9/9/2008 - 5/31/2009
1101AD	9/9/2008 - 9/8/2009
1101AE	9/9/2008 - 9/8/2009
1101AF	9/9/2008 - 9/8/2009
1101AG	9/9/2008 - 9/8/2009
1101AH	9/9/2008 - 9/8/2009
1102AA	8/27/2008 - 8/26/2009
1102AB	9/9/2008 - 9/8/2009
1102AC	9/9/2008 - 9/8/2009
1102AD	6/26/2009 - 7/31/2009
3001AA	9/10/2007 - 9/9/2008
3001AB	9/10/2007 - 9/9/2008
3001AC	9/10/2007 - 9/9/2008
3002AC	4/1/2008 - 9/30/2008
3002AD	4/1/2008 - 3/31/2009
3101AA	8/27/2008 - 8/26/2009
3101AB	9/9/2008 - 5/31/2009
3101AC	9/9/2008 - 5/31/2009
3101AD	9/9/2008 - 9/8/2009
3101AE	9/9/2008 - 9/8/2009
3101AF	9/9/2008 - 9/8/2009
3101AG	9/9/2008 - 9/8/2009
3101AH	9/9/2008 - 9/8/2009
3102AA	8/27/2008 - 8/26/2009
3102AB	9/9/2008 - 9/8/2009
3102AC	9/9/2008 - 9/8/2009

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

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1002AA	8/27/2007 - 8/26/2008
3002AA	8/27/2007 - 8/26/2008

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

1201AA	8/27/2009 - 8/26/2010
1202AA	8/27/2009 - 8/26/2010
3201AA	8/27/2009 - 8/26/2010
3202AA	8/27/2009 - 8/26/2010
4001AA	8/27/2010 - 8/26/2011
4002AA	8/27/2010 - 8/26/2011
4101AA	8/27/2011 - 8/26/2012
4102AA	8/27/2011 - 8/26/2012
6001AA	8/27/2010 - 8/26/2011
6002AA	8/27/2010 - 8/26/2011
6101AA	8/27/2011 - 8/26/2012
6102AA	8/27/2011 - 8/26/2012

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SECTION G CONTRACT ADMINISTRATION DATA

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 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>.

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(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*)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
- Receiving Report (FFP, DD250 Only)

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

Issue DODAAC _____

Admin DODAAC _____

Pay Office DODAAC _____

Inspector DODAAC _____

Service Acceptor DODAAC _____

Service Approver DODAAC _____

Ship To DODAAC _____

DCAA Auditor DODAAC _____

LPO DODAAC _____

Inspection Location _____

Acceptance Location _____

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.

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(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.

Send Additional Email Notification To:
<hr/>
<hr/>

(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

AWARD TERM CLAUSE AND PLAN

In addition to the terms set forth elsewhere in the Task Order, the contractor may earn an extension to the task order period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods. The Task Order period may be extended on the basis of the contractor's performance against stated performance parameters. Points shall be awarded during each evaluation period on the basis of how the contractor has performed against the predetermined criteria. The Task Order period may then be extended to reflect this assessment. As stated in the Award Term Plan below, a performance rating of unsatisfactory in any evaluation period shall void any previously awarded award-term extensions.

(a) Award Term. The award-term concept is an incentive that permits extension of the Task Order period beyond the base period of performance for superior performance or reduction of the Task Order period of performance because of poor performance.

(b) Term Points. Points are awarded during each evaluation period on the basis of the contractor's performance. A score of 85 points is required for a oneyear term extension; a score of 40 points or less shall result in the loss of any previously awarded term extensions.

(c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award Term Review Board (ATRB). The ATRB recommends an award term to the Term Determining Official (TDO), who makes the final decision on the awardterm 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 awardterm extensions or reductions are specified in the award-term plan.

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(e) Modification of Award-Term Plan. The TDO may unilaterally change this plan prior to the beginning of an evaluation period. In addition, the contractor may recommend changes to the plan no later than 30 days prior to the beginning of the new evaluation period. The contractor will be notified of changes to the plan by a modification to the task order, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by the mutual consent of both parties.

(f) Self-Evaluation. The contractor will submit to the Contracting Officer, 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 20 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 Task Order period may be modified to reflect the TDO decision. The total task order period, including extensions under this clause, will not exceed the time remaining on the SeaPort IDIQ contract, including exercised options. If at any time the Task Order period extends more than two years from the time remaining on the SeaPort IDIQ contract, the operation of the award-term provision will cease and the task order period will not extend beyond the term set at that time.

(i) Necessary Condition Precedent:

(1) FAIR AND REASONABLE PRICE A NECESSARY CONDITION: The Contracting Officer must determine that the price set forth in the Task Order for the goods or services covered by the Task Order continues to be fair and reasonable for a given award term period. Such a decision is at the sole discretion of the Contracting Officer. A decision that the price is no longer fair and reasonable will result in the Government voiding any award terms earned. A determination regarding whether there is a continued need for the same goods or services may be made at any time.

(2) OPTION EXERCISE A NECESSARY CONDITION: If at any time the Government does not exercise an option, any previously awarded award term(s) shall be void.

(3) CONTINUED FUNDS A NECESSARY CONDITION: The Contracting Officer must make a determination that sufficient funds are available before an award term that has been earned and retained may become effective. The determination that sufficient funds are available does not constitute a finding that funds equal to the full total estimated cost of performance for a given year are available. Award term periods may be incrementally funded as permitted by law and regulation. In the event of incremental funding, the clause entitled LIMITATION OF FUNDS (FAR 52.232-22 (April 1984) shall apply. The decision that sufficient funds are available is at the sole discretion of the Contracting Officer. Resources available to the program manager are subject to the managerial discretion of the program manager and a decision that sufficient funds are not available for this Task Order may be made even if there are funds available to the program office. A determination regarding the availability of funds may be made at any time.

(4) CONTINUED REQUIREMENT A NECESSARY CONDITION: The Contracting Officer must determine that a continued need for the same goods and services covered by this Task Order exists for a given award term period. Such a decision is at the sole discretion of the Contracting Officer. A decision that the requirement has changed or that a requirement for the same goods or services no longer exists will result in the Government voiding any award terms earned. A determination regarding whether there is a continued need for the same goods or services may be made at any time.

(j) Failure of Earned Award Terms not a Termination: If at any time the Government does not authorize performance of a previously awarded award term, the subsequent terms shall be considered void. The contractor shall not be entitled to any costs arising out of or related to those award terms that are made void by virtue of the operation of this clause. An award term decision that an already earned award term has not been retained is not a termination for convenience. A decision by the Contracting Officer that any of the necessary conditions has not been satisfied is not a termination for convenience. For example, if the contractor has earned three award terms but the Government fails to exercise the option for the fifth year of the Task Order, then the Task Order shall end at the completion of the period of performance for the fourth year.

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(k) Contractor Right to Decline: The contractor retains the right to decline any award term earned, even after award and/or retention, prior to 15 months before the start of an award term year. The Contractor must notify the Contracting Officer in writing prior to 15 months before the start of the award term year of its desire not to perform the next award term year. Failure to so notify the Contracting Officer may result in a default termination if the Contractor fails to perform an award term that the Government has authorized. In the event the Contractor elects its right to decline an earned award term, all award terms shall be void.

(l) Extension of the Task Order: The Contracting Officer will unilaterally modify the Task Order to extend the period of performance in one-year increments when each of the following conditions apply:

- 1) an award term earned has been retained;
- 2) the Government has a continuing requirement for the good(s) or service(s) covered;
- 3) the price established for the covered line items remains fair and reasonable;
- 4) appropriated funds are available;
- 5) the Contractor has not expressly stated in writing that it is unwilling to perform an award term no later than fifteen months before the beginning of an award term period.

Award Term Plan

1.0 INTRODUCTION

This is the basis for evaluation 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 Task Order.

Award-term contracting is effective when performance metrics are objective, a longterm business relationship is of value to the government and to the contractor, and the expected outcomes are known upfront. 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 task order 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.

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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, starting with the performance of the base year of this task order.

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 CO evaluates the award-term points available and modifies the Task Order 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. The available points for each evaluation period are shown below. A score of 85 points is required for a one-year term extension.

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 may be conducted six months after task order award, exercise of options and award of term extensions, if any. 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 interim evaluation date. 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 20 pages. Performance monitors submit their evaluation reports to the ATRB 14 calendar days after the end of the evaluation period. Copies shall be provided to the contractor; 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. Upon the award 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

The TDO may unilaterally change this plan prior to the beginning of an evaluation period. In addition, the contractor may recommend changes to the plan no later than 30 days prior to the beginning of the new evaluation period. The contractor will be notified of changes to the plan by a modification to the task order, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by the mutual consent of both parties. The Government reserves the right to make substitutes for award term organization members and performance monitors.

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AWARD TERM ALLOCATION BY EVALUATION PERIODS

The award term earned by the contractor will be determined at the completion of evaluation periods shown below. The award term points shown corresponding to each period are the maximum available award term amount that can be earned during that particular period.

Evaluation Period	From	To	Available Award Term Points
First for Award Term 1	Task Order Award	12 months thereafter	100
Second for Award Term 2	Exercise of Option 1	12 months thereafter	100
Third for Award Term 3	Exercise of Award Term 1	12 months thereafter	100

A score of 85 award term points in an evaluation period = 1 year term extension

A score of 40 award term points or below in an evaluation period = loss of any previously awarded term extensions

OVERALL GRADE DEFINITIONS AND CORRESPONDING AWARD TERM POINTS

Unsatisfactory Performance: Contractor's performance of most contract tasks is inadequate and inconsistent. Quality, responsiveness, and timeliness in many areas require attention and action. Corrective actions have not been taken or are ineffective.

Award Term Points: 0 – 40

Satisfactory Performance: Contractor's performance of most contract tasks is adequate with some tangible and intangible benefits to the Government due to contractor's effort or initiative. Although there are areas of better performance, these are more or less offset by lower-rated performance in other areas.

Award Term Points: 41-80

Excellent Performance: Contractor's performance of virtually all contract tasks is consistently noteworthy and provides numerous significant, tangible or intangible, benefits to the Government (e.g., improved quality, responsiveness, increased timeliness, or generally enhanced effectiveness of operations). The few areas for improvement are all minor. There are no recurring problems. Contractor's management initiates effective corrective action whenever needed.

Award Term Points: 81-100

EVALUATION CRITERIA

Cost Performance	30% of Total
Organization and Management	30% of Total
Quality of Work /Schedule	40% of Total

COST PERFORMANCE

UNSATISFACTORY

SATISFACTORY

EXCELLENT

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<p>Contractor provides some measures for controlling staff costs and controls some subcontracting cost performance to meet program objectives.</p>	<p>Contractor provides measures for controlling all costs at estimated costs. Provide cost control of all travel, material and staff costs during the performance of the contract. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.</p>	<p>Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis in recommendations to Government for resolution to problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.</p>
<p>Funds and resources are used inefficiently in pursuing program goals and result in resource management problems. Problems and/or trends may be addressed. When provided, analyses of problems or trends are usually accurate.</p>	<p>Contractor takes the initiative to reduce costs, including travel, where feasible. Financial reporting is clear and accurate. Problems and/or trends are addressed, and an analysis is also submitted.</p>	<p>Contractor is responsive to cost control measures implemented by the Government. Financial reporting is clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.</p>

ORGANIZATION AND MANAGEMENT

<p>UNSATISFACTORY</p> <p>Contractor fails to identify problems timely. Solutions, when and if implemented, have a negative impact on cost and schedule.</p> <p>Organizational structure fails to assign qualified personnel with duties, responsibilities and authority necessary to achieve project goals. Lines of communication fail to facilitate timely exchange of information,</p>	<p>SATISFACTORY</p> <p>Contractor timely identifies problems. Contractor provides sufficient information on alternate solutions. Solutions are implemented with limited adverse impact to estimated cost and schedule.</p> <p>Organizational structure provides for qualified personnel assigned with duties, responsibilities, and authority necessary to achieve project goals. Lines of communication facilitate timely exchange of information, both</p>	<p>EXCELLENT</p> <p>Contractor practices proactive management to identify and anticipate problems prior to adverse impact. Contractor provides organized and detailed alternatives including risk assessments, trade off analysis between cost, schedule and performance, plan of action and implementation schedule. Solutions are implemented with no impact to estimated cost and schedule.</p> <p>Organizational structure provides for highly qualified personnel assigned with duties, responsibilities, and authority necessary to achieve project goals ahead of schedule and within estimated cost. Lines of communication are well defined, clearly understood, and always</p>
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both technical and contractual in order to meet project goals. technical and contractual in order to meet project goals. facilitate rapid exchanges of information, both technical and contractual, in order to meet project goals.

The contractor fails to meet half of its small business subcontracting goals, established in the IDIQ contract, in this task order. The contractor meets at least half of its small business subcontracting goals, established in the IDIQ contract, in this task order. The contractor meets or exceeds its small business subcontracting goals, established in the IDIQ contract, in this task order.

QUALITY OF WORK/SCHEDULE

UNSATISFACTORY	SATISFACTORY	EXCELLENT
Contractor leaves questionable situations for Government to resolve.	Contractor follows guidance, questioning and resolving doubtful areas.	Contractor's work of highest caliber incorporating all pertinent data required.

Contractor tends to follow past practices with no variation to meet requirements of the current contract. Contractor displays knowledge of contract requirements and adapts existing processes to fulfill requirements. Contractor displays exceptional knowledge of contract requirements and adaptability to work processes.

Deliverables are incomplete, contain inaccuracies and are untimely. Discrepancies are major and require extensive time and effort to correct. Deliverables are complete, accurate and meet schedule requirements. Discrepancies are minor and easily corrected. All deliverables are submitted on time or ahead of schedule, exceeding requirements and submitted in a format that is complete, clear, concise, technically accurate and easily understood. Any corrections are very minor in nature and are expeditiously corrected.

Fails to meet "satisfactory" standard for contractually required deliverable schedules. Fails to meet customer expectations for satisfying demands. For 95% of deliverables, meets contractually required schedule. Meets customer expectations for satisfying demands. Substantially reduces contractually required deliverable times, consistent with customer priority requests. Exceeds customer expectations for satisfying demands.

AWARD TERM ORGANIZATION

TDO-SEA 0470

ATRB-SEA 0470 Personnel and SEA 02653 Representative

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(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:

(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.

(c) CLINs/SLINs 1001AA, 1001AB, 1001AC, 1002AC, 1002AD, 1101AB-AH, 1102AB, 1102AD, 3001AA, 3001AB, 3001AC, 3002AC, 3002AD, 3101AB-AH, and 3102AB 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.

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H19.

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SECTION I CONTRACT CLAUSES

Section I clauses are in accordance with Section I of the basic IDIQ contract.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days after the previous period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 25 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 year

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)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254

Attachment 2 - FADs for Basic award