

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 07	3. EFFECTIVE DATE 05-Oct-2009	4. REQUISITION/PURCHASE REQ. NO. N00024-10-MR-55004	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 brett.bikowski@navy.mil 202-781-5178	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-EH05
	10B. DATED (SEE ITEM 13) 05-Feb-2009
CAGE CODE 05TP2	FACILITY CODE 942207838

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 BY /s/Michael J Taylor	16C. DATE SIGNED 05-Oct-2009
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification (7) to Task Order N00178-04-D-4061-EH05 is to extend the period of performance ending date for the following SLINs: 100208, 100214, 100216, 100218, 100224, 100226, 100229, 100230, 100231, 100232, 100233, 100234, 100235, 300101, 300102, 300103, 300104, 300105, 300106, 300107, 300108, 300109, 300110, 300111, 300112, 300113, 300114, 300115, 300116, 300117, 300118, 300119, 300120, 300121, 300122, 300123, 300124, 300125, 300126, 300127, 300128, 300129, 300130, 300131, 300132, 300133, 300134, and 300135.

Accordingly, said Task Order is modified as follows:

1) Section F, Deliveries or Performance, is modified as follows:

a. Extend the period of performance date to **12/31/2009** for the following SLINs:

100208, 100214, 100216, 100218, 100224, 100226, 100229, 100230, 100231, 100232, 100233, 100234, 100235, 300101, 300102, 300103, 300104, 300105, 300106, 300107, 300108, 300109, 300110, 300111, 300112, 300113, 300114, 300115, 300116, 300117, 300118, 300119, 300120, 300121, 300122, 300123, 300124, 300125, 300126, 300127, 300128, 300129, 300130, 300131, 300132, 300133, 300134, and 300135.

*SLINs 300001 & 300117 are being extended under 801 Authority (Attached in 1102 Files)

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

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NOTE E: Attachment 4 - Independent Government Estimate

The Independent Government estimate (Attachment 4) is provided for informational purposes only and is included to serve as a reference for prospective offerors to better understand the overall magnitude of the effort. Therefore, contractors have the latitude to propose quantity of labor in accomplishing the requirements identified within the Statement of Work in a high quality, efficient, and cost effective manner.

NOTE F: Attachment 5 -PEO-IWS 2.0 (Draft) Organization Chart

The Government is providing the Attachment 5 Organization Chart for informational purposes in order to provide a reference to offerors.

CLAUSES INCORPORATED IN FULL TEXT:

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire Task Order is cost type.

DETERMINATION OF FEE(S) (APPLICABLE TO ALL LABOR CLINS SERIES 1000 AND 4000)

(a) FEES PAYABLE

(1) There are two fee(s) payable under this Task Order, a cost incentive fee in accordance with FAR 52.216 -10 INCENTIVE FEE (MAR 1997). These fees shall be calculated as follows:

(i) Cost Incentive Fee. The cost incentive fee payable shall be calculated in accordance with FAR 52.216 -10 as follows:

a. _____

b. _____

c. _____

d. _____

(ii) _____

(2) The final target cost, target fee amounts shall be based upon the actual level of effort the contractor provides as explained in the following paragraphs.

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EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

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

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.

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (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, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort 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 SIX AND ZERO ONE-HUNDREDTHS percent (6.00%) 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) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this 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 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 the "LEVEL OF EFFORT" special contract requirement, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

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TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (APPLICABLE TO ODC CLIN SERIES 3000 AND 6000)

(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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Outline:

TASK 3 – PRODUCTION AND DEPLOYED SENSOR SYSTEMS SUPPORT *(All Funding Appropriations)*

A). GENERAL DEPLOYED SENSOR SYSTEMS

GENERAL INFORMATION

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 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

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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 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.

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(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.

(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.

THIS IS A PERFORMANCE BASED STATEMENT OF WORK. THE FOLLOWING APPLIES TO ALL TASKS:

PERFORMANCE OBJECTIVE – Provide knowledge experts who will keep pace with the changing climate, and ensure task manager(s) receive these perspectives on issues or topics affecting day to day performance. The staff will be led by a lean management team who will ensure the government task manager(s) and COR are provided timely notification when personnel or other contract delivery changes arise affecting contract performance/cost.

PERFORMANCE STANDARD: Timeliness - Deliver products within deadlines identified by task manager.

Accuracy - Factually accurate, complete and IAW NAVSEA and Navy Standards and policy. Other standards and deliverables as mutually agreed to by both the government and contractor.

ACCEPTABLE QUALITY LEVEL: Quality - Free of spelling errors, grammatically correct, correct format, and fully coordinated with any stakeholders. All deliverables must be fully compatible with Navy Marine Corps Intranet (NMCI) format for Microsoft Word, Excel, PowerPoint, Access, Project and other application programs.

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MONITORING METHOD: Government review and assessment of deliverables and products. Periodic reports from contractor of work accomplished, including reports submitted monthly that summarizes active and completed tasks for the reporting period. As part of this report, the Contractor shall maintain concise, accurate financial deliverable data, including current and forecasted hours for the contract and provide to designated PEO IWS 2.0 personnel, Task Order Manager, or Contracting Officer on a regular monthly basis or upon request to assist with financial and programmatic planning.

NOTE: Performance will be formally assessed during the conduct of Award Term Review(s) and annual Contractor Performance Assessment Reports.

BACKGROUND

The Program Executive Office, Integrated Warfare Systems Above Water Sensors Program Office (PEO IWS 2.0) is organized into two major categories; Development Systems (systems under development or systems not yet fielded, systems in Low Rate Initial Production (LRIP) or just entering Production, or fielded systems undergoing major change/upgrade), and Deployed Systems (systems fully developed and in Operations & Support phase). Development and Deployment staffs are supported by matrixed support from PEO IWS 2.0 Business and Financial Management (BFM), Test and Evaluation and Logistics staff members. Development Systems are responsible for two Acquisition Category (ACAT) 1 programs; Cobra Judy Replacement (CJR) and Air and Missile Defense Radar (AMDR). Other systems include the following programs: Multifunction Radar (MFR), Volume Search Radar (VSR), Dual Band Radar (DBR), Multi Mission Signal Processor (MMSP) for the AN/SPY-1 AEGIS Radar, AN/SPS-48(V)G Radar, AN/SPS-74(V) Periscope Detection Radar, Common Digital Sensor Architecture (CDSA), LAN Radar Distribution System, Shipboard Electronic Warfare Improvement Program (SEWIP) including incorporation of Electro Optic/Infra-Red (EO/IR) capability, and improvements to the NULKA Decoy System. For the purposes of this RFP technical and engineering services for AN/SPY-1 radars are also included under Developmental systems. Deployed Systems are responsible for fielded systems including; SB(X), AN/SPS-48(V)E AN/SPS-49 Radar, SPS-67 Surface Search Radar, AN/SPS-73 Navigation/Surface Search Radar, SPQ-9B Anti-Ship Missile Defense Radar, AN/SPQ-12 RADDs, AN/SPQ-14 Advanced Sensor Distribution System (ASDS), SYS-2, AN/BPS-15/16 Radar, SEWIP, AN/SLQ-32, NULKA and In-Service decoys as well as Fleet Operations Support.

PURPOSE

The Contractor shall provide forward thinking, innovative, and well integrated/coordinated support for all PEO IWS 2.0 task areas that best supports the Program Office's responsibility to satisfy both current and future military needs for Surface sensors. The Contractor shall supply a full range of professional support services across all of PEO IWS 2.0's programs in the areas of Program Management, Engineering, Test and Evaluation, Logistics, and Financial Management. The support team shall align itself to support the Government staff in a most cost effective mix and number of support personnel with an adaptable, flexible structure that is best suited to accomplishing both planned and emergent tasks.

As PEO IWS's programs are in different stages of the acquisition process, the scope of support required shall encompass all phases of the Acquisition Life Cycle/Defense Acquisition

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Management Framework. This ranges from Pre-Systems Acquisition (Concept & Technology Development Phase), Systems Acquisition (System Development & Demonstration Phase and Production & Deployment Phase), and Sustainment (Operations & Support Phase).

STRUCTURE

This Statement of Work (SOW) is structured in three TASK ORDERS with, OVERARCHING SUPPORT comprised of Program Management, Financial Management, and Facilities; DEVELOPMENTAL SYSTEMS; and PRODUCTION AND DEPLOYED SYSTEMS. PEO IWS 2.0 is responsible for all surface navy radars and electronic warfare systems and will require interaction and interfacing among team members, as well as across tasks in support of the total set of programs.

GENERAL

All support services shall be provided in the Washington DC Metropolitan area unless other locations are specifically authorized. The Contractor shall transition and ramp up immediately and have the support team in place and fully functioning within 6 weeks after award of the contract or exercise of a contract option. The support team shall align itself to support the Government staff with an efficient use of personnel/man-hours utilizing an effective mix of experience and technical expertise to provide an adaptable, flexible structure that is best suited to accomplishing both planned and emergent tasks. Emphasis shall be placed on a team structure that maximizes productivity, efficiency, and accountability within the man-hour estimates provided by the Government. The Contractor must execute the scope of work in a manner that provides for high quality, timely and well-integrated support services while incorporating the proper mix of personnel that will demonstrate the most effective use of man-hours. The contractor and government management team shall meet as necessary to discuss optimum manning and task distribution.

The Contractor shall have an electronic mail capability and have the necessary connectivity to communicate with PEO IWS 2.0. MS Outlook mail is preferred in order to communicate and coordinate meetings and schedules.

The Contractor shall have the capability to interface and access iPDM and WEBEX. Access to other systems, similar in function, may be deemed necessary as they evolve/become available.

The Contractor shall provide acquisition program security support services in the areas of information security, program protection and information assurance. The Contractor will be familiar with statutory and regulatory requirements governing security for DOD acquisitions and understand the major tasks involved in developing and maintaining strategies, documents and plans, certifications and accreditations. These tasks may include:

- Develop and maintain program security instructions, security classification guides, DD-254's and security briefing materials

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- Prepare and update acquisition program protection plans including critical program information (CPI), anti-tamper plans, CI support plans, foreign disclosure guidelines, and delegation of disclosure authority letter.
- Develop Information Assurance (IA) strategies and approaches for acquisition programs: define IA requirements, develop and document IA acquisition strategies, and ensure IA certifications and accreditations meet program objectives. The Contractor will be familiar with the 8500 series of DOD publications as well as community best practices for implementing IA compliance requirements on contracts.

The Government will provide four NMCI seats in support of Task 1/2 to Contractor personnel who operate Government owned/leased computers in NAVSEA office spaces at the Washington Navy Yard. Access to NMCI through non-government /leased computers is the responsibility of the contractor. The contractor is required to arrange and fund for PKI certificates for access to NMCI through other than government owned/leased computers.

All data/deliverables produced under this Task Order shall become the property of the Government.

The Contractor shall provide facilities that shall include, but not be limited to:

-
- A mix of large and small conference rooms will be required. Two of the Contractor's conference rooms (one in support of TASK 1/2 and the other in support of TASK 3) should be able to handle at least 40 people and be able to support two meetings simultaneously. Additionally, up to 4 times a month, conference facilities will be required to handle meetings with up to 20 people with three simultaneous meetings (Two in support of TASK 1/2 and one in support of TASK 3).
- Conference Rooms will include large white board, electronic projection and speakerphone capability.
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- . The Contractor in Task 3 shall provide 8 fully capable Government work stations. Each work station shall include desk space, phone, computer, printer access, Outlook E-Mail and internet access.

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• The Contractor shall provide one war room for TASK 3. Each War room should be within reasonable walking distance of the WNY and of sufficient size to accommodate 20 people comfortably. Each war room shall contain:

- Large Conference Table and Chairs
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-
-
-
- (1) Color Printer
- (1) B/W Printer
-
-
-
- (1) Speaker phone on Conference Table
-
-
-
-
- Large whiteboard (minimum 4 feet by 6 feet)

TASK 3 requires access to a mix of large and small conference rooms previously mentioned, 1 large conference room and 1-2 small rooms as outlined above.

NOTE: Performance will be formally assessed during the conduct of Award Term Review(s) and annual Contractor Performance Assessment Reports.

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3.0 TASK 3 - Production And Deployed Sensor Systems Support

3.1 General

The Contractor shall provide to PEO IWS 2.0 general Program Management Support including limited engineering for SBX related efforts, Deployed Radar and EW Systems including programs still in development but not utilizing PSS engineering support such as, but not limited to the AN/SPS-74 Periscope Detection Radar (PDR), the AN/SPS-48G Radar Obsolescence and Avoidance Recovery (ROAR) and Common Digital Sensor Architecture.

The Contractor shall provide to IWS 2.0 Program Office level program management, engineering, and administrative support for production and deployed sensor systems. This support includes, but is not limited to:

3.1.1 Develop program schedules (O&MN, R&D, OPN, SCN, FMS)

3.1.2 Sensor systems engineering support (O&MN, R&D, OPN, SCN, FMS)

3.1.3 Review Advance Change Study notices, waivers/change proposals/deviations, Engineering Change Proposals, technical specifications and drawings for program impact and submit report of findings, including recommendations for corrective action (O&MN, OPN, SCN, FMS)

3.1.4 Assist in the preparation or review of concepts, plans, schedules, specifications, publications and drawings for restoring systems equipment; assist in the preparation or analysis of related SHIPMAIN data; assist in the preparation and/or analysis of restoration and installation requirements schedules with respect to availability and scheduling of systems assets; assist in the preparation and/or analysis of restoration and installation plans, schedules, techniques and processes with the goals of improving efficiency and reducing complexity/cost of the restoration process including use of automated tools in the scheduling process (O&MN, OPN, SCN, FMS)

3.1.5 Assist in the preparation and review of concepts, plans and specifications for integrating system equipment and data into ship combat systems; assist in the preparation or analysis of optimal integration techniques and designs for system data interfaces to achieve maximum combat system effectiveness against projected threats (R&D, OPN, SCN, FMS)

3.1.6 Provide performance assessment reviews of industry designs (R&D, SCN, FMS)

3.1.7 Provide data and assist in preparing briefs, issue papers, summaries, reclaims, and other program documentation as required to support program requirements (O&MN, R&D, OPN, SCN, FMS)

3.1.8 Generate, review, and update meeting agendas and action item lists (O&MN, R&D, OPN, SCN, FMS)

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3.1.9 Analyze, evaluate, and provide recommendations for the planning, development, monitoring and execution of procurement and contractual documentation (O&MN, SCN, FMS)

3.1.10 Provide risk analysis and program risk (O&MN, R&D, OPN, SCN, FMS)

3.1.11 Provide support with drafting/compiling Program Objective Memorandum (POM) issue papers, exhibit preparation and analysis, responding to questions, and program funding adjustments (O&MN, R&D, OPN, SCN, FMS)

3.1.12 Provide support for various internal and external reports to include the DAES/SAR, and performance metrics reports (O&MN, R&D, OPN, SCN, FMS)

3.1.13 Directly supporting Program Manager, Deputy Program Manager, Project Manager, and Systems Engineering Manager and Program Controller in the execution of planned and emergent action work tasks (for example, assistance in drafting, coordinating, and tracking the status of senior level programmatic/financial briefing packages, audit responses, PEO/NAVSEA/IWS 2.0/Action Items, and external data requests). (O&MN, R&D, OPN, SCN, FMS)

3.1.14 Provide comments on hardware and software systems design, development schedule, compliance with the requirements, and systems specifications (R&D, OPN, SCN, FMS)

3.1.15 Develop and draft Milestone documentation (R&D, OPN, SCN, FMS)

3.1.16 Coordinate program support efforts with the various NAVSEA offices, field activities, external Navy and Government organizations and support contractors (O&MN, R&D, OPN, SCN, FMS)

3.1.17 Assist in the planning, implementation, preparation, and maintenance of program plans, project notebooks, briefings and presentations, Quarterly Program Reviews, and SEATASK/Task Planning Sheet reviews to include long range execution plans (O&MN, R&D, OPN, SCN, FMS)

3.1.18 Review and analyze incoming Ship Project directives for requirements, funding and delivery data and reconciling with delivery orders and contract modifications to highlight discrepancies and recommend corrective actions. Develop contract baseline financial obligation/expenditure spreadsheets by hull. (SCN)

3.1.19 Monitor ship availability schedules ensuring alignment with budgeted install quantities (OPN, SCN, FMS)

3.1.20 Provide installation support planning to effectively plan, monitor and track system installations ensuring that all milestones are on track, or, if identified as not on track, mitigation plans are identified. (OPN, SCN, FMS)

3.1.21 Supporting Configuration Change Board (CCB) processes to include preparing configuration change (Engineering Change Proposals, Deviations, Waivers) /Ship Change Document packages for processing, routing packages for review, and tracking status (O&MN, OPN, SCN, FMS)

3.1.22 Monitor/review new or revised policies and guidance and provide analyses of impacts on

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applicability to current or planned systems (O&MN, R&D, OPN, SCN, FMS)

3.1.23 Review technical requirements documents and develop options for projects to satisfy evolving requirements (O&MN, R&D, OPN, SCN, FMS)

3.1.24 Monitor/review production efforts providing a focus on achieving production readiness and meeting production schedules while ensuring that manufacturing quality and affordability goals are achieved and maintained (R&D, OPN, SCN, FMS)

3.1.25 Provide interface with Government Ship Project Managers (SPMs) and Ship Logistic Managers (SLMs), other PEO IWS or PEO managers and their associated Government Field Activities/Agents (O&MN, R&D, OPN, SCN, FMS)

3.1.26 Provide Foreign Military Sales support including pre-case, case execution/management, and case closure efforts (FMS funds only)

3.1.27 Have the capability to access various NAVSEA, Navy and DoD databases to enter and retrieve information (O&MN, R&D, OPN, SCN, FMS)

3.1.28 Provide general Navy Modernization Process (NMP) oversight support including preparation of NCMC datacalls, ensure AMPS matches NDE, and verify ship's baseline data. (OPN funds only)

3.1.29 Upon request, represent program office in various meetings such as CPG, WSWG, Advance Planning Conferences and PARM reviews. (O&MN, R&D, OPN, SCN, FMS)

The deliverables include but are not limited to:(O&MN, R&D, OPN, SCN, FMS)

- Draft responses to requests for information (technical queries, budget questions, etc) (within two days)
- Risk reports
- Draft inputs to program reporting documentation as required by the Acquisition Category
- Program briefings/presentations (incorporate Government comments within two days)
- Program correspondence and documentation
- Comments on documentation provided for review. (within one week)
- Technical letters/memorandums, Navy Electronic Messages, meeting agendas, draft directives, draft congressional responses, analysis documentation, information reports, technical issue summaries
- White Papers (within one week)
- Project notebooks
 - Naval Messages in proper format for transmission (within 2 days)

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3.2 Deployed Systems Integrated Logistics Support (ILS)

Integrated Logistics Support for Deployed Systems includes, but is not limited to: (O&MN, R&D, OPN, SCN, FMS)

3.2.1 Assist in the drafting and development of system logistics requirements

3.2.2 Assist in ensuring that PEO IWS 2.0 projects identify and meet logistics requirements

3.2.3 Assist in the planning, execution, integration, and oversight of all ILS activities and projects, and providing ILS expertise toward developing innovative process improvements and solutions

3.2.4 Assist in the planning, identification, development, implementation, integration and monitoring of processes and strategies including but not limited to the following logistics elements: ILS Planning, Maintenance Planning, Supply Support, Technical Data, Manpower, Personnel and Training, Design Interface, Reliability, Maintainability and Availability (RM&A), Configuration Management, Facilities Planning, Installation and Post-Delivery Support, Computer Resources, Packaging, Handling, Storage and Transportation, Support and Test Equipment, Safety/Hazardous Materials/ Environmental concerns, and equipment disposal

3.2.5 Assist in achieving the logistics supportability objectives, which include but are not limited to: logistics interface with technology insertions, new development/major upgrades, life cycle support, configuration management, RM&A, and data management.

3.2.6 Assist in the preparation and execution of Integrated Logistics Assessments

3.2.7 Participate in the development/review of various analyses including Logistics Supportability Analysis, Reliability, Availability and Maintainability Analysis, etc.

3.2.8 Assist in the internal and external logistics coordination of project.

3.2.9 Track and update the status of all PEO IWS 2.0 Casualty Reports (CASREPs).

3.2.10 Manage logistics documents including development/review and support of Integrated Logistics Support Plans (ILSPs), User Logistics Support Summaries (ULSS), Interim Support Plans (ISP), Navy Training System Plans (NTSP), Maintenance Plans, Configuration Management (CM) Plans and Human Systems Integration (HSI) Plan.

3.2.11 Familiarity and access to various Logistics Data Bases, e.g., Navy Data Environment, etc.

3.2.12 Assist in the development/review of Program Support Data (PSD) sheets and Logistics Requirement and funding definitions.

3.2.13 Support the development, update and maintenance of ILS portions of Statements of Work (SOW), Specifications and Contract Data Requirement Lists (CDRLs) and related Data Items Descriptions (DIDs) in compliance with approved acquisition policy and contract requirement

3.2.14 Assist in planning, preparing and conducting Integrated Logistics Support Management Team (ILSMT) meetings and Logistics Readiness Reviews

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3.2.15 Assist in performing program monitoring and control efforts, including critical path management, planning and preparation for critical events and establishment and implementation of other control methods tailored to requirements including development of milestone charts, Plans of Action and Milestones (POA&Ms), schedules and timelines.

3.2.16 Assist in preparing point papers, briefs, reclamation, and other ILS program documentation as required to articulate and support ILS requirements.

3.2.17 Assist in drafting ILS programmatic correspondence and Naval Messages utilizing correct format and syntax and maintain an electronic serial file log of all general correspondence.

3.2.18 Compile ILS checklists and ILS certification requests.

3.2.19 Provide support for Configuration Control Boards (CCBs) including but not limited to the review of Engineering Change Proposals (ECPs), deviations and waivers for ILS impacts and provide comments and recommendations.

3.2.20 Establish and update an ILS tasker/action item database that includes tasker/action item documentation, action assignee for the tasker/action item, date assigned, due date, status, when completed, the response and comments required.

3.2.21 Identify, assess, develop, and maintain TOC initiatives

3.2.22 Develop metrics for establishing TOC reduction program goals, assessing risks and measuring TOC successes and provide recommendations for applicability to the TOC.

Deliverables include, but are not limited to: (O&MN, R&D, OPN, SCN, FMS)

- Logistics Calendars
- Meeting Agendas/Minutes/Action Items (within two days)
- Issue papers, briefings, correspondence
- NTSP, ILSP, ULSS, ISP, CM Plans, Maintenance Plans, and HSI Plans
- PSD Sheets, LRFS and SOWs/CDRLs
- ILS Checklists and ILS Certifications
- CASREP Status Reports, CDRL Reports, and Progress Reports
- Trip reports (within three days)
- Action Item Database and CDRL Tracking Database
- ILA Documentation
- Analysis inputs/review comments

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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.

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:

TBD (PEO IWS 2.0)

(Name of Individual Sponsor)

NAVSEA - PEO IWS 2.0

(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 in the Technical Instructions issued 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 on the attached Contract Data Requirements List(s), DD Form 1423. **Note that not all Data deliverables will be specified by or on CDRL DD Form 1423. Inspection and Acceptance for all data will be specified at the Technical Instruction level.*

INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

Item(s) 1000 AND 4000 SERIES - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government. **Note that the COR is the TOM identified in Section G of this Task Order.*

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SECTION F DELIVERABLES OR PERFORMANCE

PERFORMANCE LANGUAGE FOR LOE SERVICES

The Contractor shall perform the work described in SECTION C , at the level of effort specified in SECTION B, as follows:

<u>ITEM(S)</u>	<u>FROM</u>	<u>TO</u>
CLIIN 1002:		
100201	2/5/09	12/31/09
100202	2/5/09	9/30/09
100203	2/5/09	9/30/09
100204	2/5/09	9/30/09
100205	2/5/09	9/30/09
100206	2/5/09	9/30/09
100207	2/5/09	9/30/09
100208	2/5/09	12/31/09
100209	2/5/09	9/30/09
100210	2/5/09	9/30/09
100211	2/5/09	9/30/09
100212	2/5/09	9/30/09
100213	2/5/09	9/30/09
100214	2/5/09	12/31/09
100215	2/5/09	9/30/09
100216	2/5/09	12/31/09
100217	6/3/09	12/31/09
100218	7/17/09	9/30/09
100219	7/17/09	9/30/09
100220	7/17/09	9/30/09
100221	7/17/09	9/30/09
100222	7/17/09	9/30/09
100223	7/17/09	9/30/09
100224	7/17/09	12/31/09
100225	7/17/09	9/30/09
100226	7/17/09	12/31/09
100227	7/17/09	9/30/09
100228	7/17/09	9/30/09
100229	7/17/09	12/31/09
100230	7/17/09	12/31/09
100231	7/17/09	12/31/09
100232	7/17/09	12/31/09
100233	7/17/09	12/31/09
100234	7/17/09	12/31/09

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100235	7/17/09 - 12/31/09
100236	7/17/09 - 12/31/09
100237	7/17/09 - 12/31/09
100238	9/9/09 - 12/31/09

CLIN 3001:

300101	2/5/09 - 12/31/09
300102	2/5/09 - 12/31/09
300103	2/5/09 - 12/31/09
300104	2/5/09 - 12/31/09
300105	2/5/09 - 12/31/09
300106	2/5/09 - 12/31/09
300107	2/5/09 - 12/31/09
300108	2/5/09 - 12/31/09
300109	2/5/09 - 12/31/09
300110	2/5/09 - 12/31/09
300111	2/5/09 - 12/31/09
300112	2/5/09 - 12/31/09
300113	2/5/09 - 12/31/09
300114	2/5/09 - 12/31/09
300115	2/5/09 - 12/31/09
300116	2/5/09 - 12/31/09
300117	6/3/09 - 12/31/09
300118	7/17/09 - 12/31/09
300119	7/17/09 - 12/31/09
300120	7/17/09 - 12/31/09
300121	7/17/09 - 12/31/09
300122	7/17/09 - 12/31/09
300123	7/17/09 - 12/31/09
300124	7/17/09 - 12/31/09
300125	7/17/09 - 12/31/09
300126	7/17/09 - 12/31/09
300127	7/17/09 - 12/31/09
300128	7/17/09 - 12/31/09
300129	7/17/09 - 12/31/09
300130	7/17/09 - 12/31/09
300131	7/17/09 - 12/31/09
300132	7/17/09 - 12/31/09
300133	7/17/09 - 12/31/09
300134	7/17/09 - 12/31/09
300135	7/17/09 - 12/31/09
300136	7/17/09 - 9/30/09
300137	7/17/09 - 9/30/09

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

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1002	2/5/2009 - 9/30/2009
3001	2/5/2009 - 9/30/2009

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

4002	2/5/2010 - 2/4/2011
6001	2/5/2010 - 2/4/2011

The periods of performance for the Award Term Items are as follows:

4102	2/5/2011 - 2/4/2012
4202	2/5/2012 - 2/4/2013
4302	2/5/2013 - 2/4/2014
6101	2/5/2011 - 2/4/2012
6201	2/5/2012 - 2/4/2013
6301	2/5/2013 - 2/4/2014

**For the above listed Award Term Items, the periods of performance are from date of award of the Award Term through 12 months thereafter.*

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989
52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984
52.247-34 F.O.B. Destination NOV 1991

CLAUSES INCORPORATED IN FULL TEXT

CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423. **Note that not all Data deliverables will be specified by or on CDRL DD Form 1423. Inspection and*

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Acceptance for all data will be specified at the Technical Instruction level.

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SECTION G CONTRACT ADMINISTRATION DATA

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 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*)

- 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)

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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.

(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:

TBD

(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

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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.

POINTS OF CONTACT - The Government points of contact for this Task Order are as follows:

OMBUDSMAN (NAVSEA AND OVERARCHING)

PROCURING CONTRACTING OFFICER (PCO)

PURCHASE OFFICE REPRESENTATIVE (POR)

TASK ORDER MANAGER (TOM)

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**Note that the TOM is the CONTRACTING OFFICER'S REPRESENTATIVE (COR) for this Task Order.*

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

TYPE OF ORDER

The contractor shall devote the specified level of effort for time period(s) stated in Sections F and H, as applicable. If contractor performance is considered satisfactory by the Government, the fee(s) is payable at the expiration of the agreed-upon period(s) and upon contractor certification that the level of effort specified in this Task Order has been expended in performing the work.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)*(Applicable to CLINs 1000-1002 and 3000, Option CLINs (if exercised) 4000-4002, and 6000, and Award Term CLINs (if awarded) 4100-4102, 4200-4202, 4300-4302, 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:

(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 _____ 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.

AWARD TERM CLAUSE

(a) Maximum Period of Performance

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The initial Task Order period of performance, if previously extended by exercise of the option for Year 2, may be further extended through the award of up to three one -year Award Terms (years 3 through 5), as provided for in this Award Term clause. These additional “award term” periods will be awarded by the Government based on contractor performance as determined by the Government in accordance with this clause.

(b) Monitoring Performance

Contractor performance is monitored by the Government. A panel hereinafter referred to as the Award Term Review Board (ATRB) is responsible for monitoring and will make recommendations to the Term Determining Official (TDO). The ATRB and TDO may accept monitoring input from any source it chooses. The ATRB may be changed at any time at the discretion of the TDO. Notice of such change will be provided to the contractor.

The ATRB shall be composed of the following:

- IWS 2.0 or designee
- Task Order Manager (TOM), as defined in Section G of the Task Order
- IWS 2.0 appointed Task Managers
- Procuring Contracting Officer (PCO), SEA 02653 or designee
- Legal Counsel, SEA 00L designee

The ATRB reports its findings and recommendations to the TDO. The TDO makes the final decision on whether the contractor’s performance during the evaluation period is sufficient to earn the contractor an award term or to retain an already earned term.

The TDO shall be IWS 2.0 or his designee.

(c) Award Term Evaluation Periods

Each year of performance shall be evaluated. Each of the first three years shall be evaluated to determine whether the contractor earns and retains an award term. Years two through four will be evaluated to determine whether the contractor retains award terms already earned.

The Government reserves the right to conduct an *interim* evaluation at approximately the half-way point of each evaluation period. These interim evaluations are intended to provide the contractor with the Government’s assessment of the contractor’s performance through the first half of each award term evaluation period.

A *final* evaluation will occur on an annual basis. The final evaluation will consider all effort that has occurred during the evaluation period.

(d) Self-Evaluation

The Contractor shall submit a self-evaluation to the PCO within fourteen (14) calendar days after the end of each evaluation period. The written self-evaluation may contain any information that may be reasonably expected to assist the ATRB in evaluating the Contractor’s performance. The self-evaluation will be considered in the ATRB’s evaluation of the Contractor’s performance based on the evaluation factors. The self-evaluation may not exceed twenty-five (25) pages in length.

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(e) Award Term Procedures

After the conclusion of an evaluation period, the Performance Monitors shall submit evaluation reports to the ATRB. If requested, Performance Monitors will provide an oral presentation of their evaluation to the ATRB. The Contractor may be invited to present information in addition to that contained in the self-evaluation to assist in the ATRB's evaluation. The criteria to be considered in the evaluation are set forth elsewhere in this Award Term clause.

A numerical score, on a scale of 0-100, will be determined for each of the evaluation criteria. The numerical weights for each evaluation criterion will be applied to the score. The weighted criteria scores will be summed to arrive at a total, weighted evaluation score. This score, along with any supporting narrative that may be prepared by the ATRB, will be provided to the TDO. The TDO will determine the final award term rating for an evaluation period. The Contracting Officer will inform the Contractor of the award term rating in a letter to the Contractor.

The contractor must receive a total evaluation rating score of 71 or higher to be eligible to earn an award term year. If the overall evaluation rating score is 70 or below, the contractor shall not have earned an additional award term year based on the period evaluated.

(f) Retention

The Contractor will be evaluated again during the year following the period that was evaluated initially for determining if an award term extension was earned. The contractor must receive a total evaluation rating score of 71 or higher to retain an award term year. If the overall evaluation rating score is 70 or below, the contractor shall not have retained the award term year previously earned.

(g) Finality of Decisions

Award Term decisions are at the sole discretion of the TDO. All decisions rendered by the TDO are final. The phrase "award term decision" refers to both the decision by the TDO as to whether the Contractor has earned an award term and the decision by the TDO as to whether the Contractor has retained an award term already earned.

(h) Fair and Reasonable Price A Necessary Condition

The Contracting Officer must determine that the price set forth in the Task Order for the 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 PCO. A decision that the price is no longer fair and reasonable will result in the Government voiding any award terms earned.

(i) 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.

(j) Retention of Award Terms A Necessary Condition

If at any time the Contractor has not retained an award term already earned, any subsequent terms shall

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be void.

(k) Continued Funds A Necessary Condition

The PCO must make a determination that sufficient funds are available before an earned/retained award term becomes 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. In the event of incremental funding, the clause entitled LIMITATION OF FUNDS (FAR 52.232-22) shall apply. The decision that sufficient funds are available is at the sole discretion of the PCO. Resources available to the program manager are subject to the managerial discretion of a program manager and a decision that sufficient funds are not available for this contract 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.

(l) Continued Requirement A Necessary Condition

The Contracting Officer must determine that a continuing need for the same 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 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 services may be made at any time.

(m) Failure to Retain Earned Award Terms Not a Termination

If at any time the Government does not authorize performance of a previously earned 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 earned award term has not been retained is not a termination for convenience or default. A decision by the PCO that any of the necessary conditions of this clause have not been satisfied is not a termination for convenience or default. For example, if the Contractor has earned three award terms but the Government fails to exercise the Award Term for the fifth year of the contract, then the contract shall end at the completion of the period of performance for the fourth year.

(n) Contractor Right to Decline

The contractor retains the right to decline previously earned award terms not later than nine (9) months prior to the start of an Award Term Year. The Contractor must notify the PCO in writing prior to nine (9) 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 PCO 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 rights to decline an earned award term, all subsequent award terms shall be void.

(o) Extension of the Task Order

The PCO will unilaterally modify the contract to extend the period of performance in one -year increments when each of the following conditions apply:

- an award term earned has been retained;

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- the Government has a continuing requirement for the service(s) covered;
- the price established for the covered line items remains fair and reasonable;
- appropriated funds are available; and
- the Contractor has not expressly stated in writing that it is unwilling to perform an award term no later than nine (9) months before the beginning of an award term period.

(p) Evaluation Criteria

The Government may unilaterally change any evaluation categories, weights, or factors it deems necessary. The Contractor, however, will be notified of changes prior to the beginning of an affected evaluation period. Performance issues in any evaluation category may result in an increased weight for that category in subsequent evaluation periods.

2. The following performance categories will be evaluated:

Performance Category	Evaluation Weight	Specific Areas of Interest

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Total		

3. The following grading table is to be used for this Task Order:

Adjective Rating	Range of Evaluation rating	Description
Outstanding	91-100	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) weaknesses with no adverse effect on overall performance. No deficiencies in any area.
Excellent	81-90	Very effective performance, fully responsive to contract; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor weaknesses. No deficiencies in any area.
Good	71-80	Effective performance; fully responsive to contract requirements; reportable weaknesses, but with little identifiable effect on overall performance. No deficiencies in any area.
Satisfactory	61-70	Meets the minimum acceptable standards; adequate results; reportable weaknesses with identifiable, but not substantial effects on overall performance. No deficiencies in any area.
Unsatisfactory	60 and Below	Does not meet minimum acceptable standards in one or more areas; reportable deficiencies with remedial action required in one or more areas which adversely affect overall performance.

AWARD TERM PLAN

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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 will begin at the start of the Task Order.

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 score, the methodology used to calculate the score, the calculation of the score, the Contractor's entitlement to the score, and the nature and success of the evaluation of the Contractor's performance are final.

An Award Term earned and retained will be awarded to the Contractor through unilateral Task Order modification based upon the score 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 score 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 the evaluation results including the recommended score 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 and pertinent sources, prepare interim performance reports, if any, and arrive at the Award Term score recommendation to be presented to the TDO. The ATRB will also recommend changes to this plan.

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 reviews the Award Term documentation, concurs with the TDO's decision, and modifies the Task Order, if necessary, to reflect the decision.

f. Performance Monitors. Performance monitors maintain written records of the Contractor's

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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. Award Term Score. The Award Term score will be based on the Contractor's performance during each evaluation period.

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 the discretion of the Government. If it is determined that an Interim Evaluation will be conducted, it will be conducted at approximately the six-month period and the Contractor will be notified thirty (30) days before the end of the interim period if a self-evaluation will be required. Performance monitors submit their evaluation reports to the ATRB after the end of the evaluation period. The ATRB Chairperson prepares its evaluation results and notifies the Contractor of the strengths and weaknesses for the current evaluation period within 45 days of conclusion of the interim evaluation period. The CO may also issue letters at any other time when 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 will provide the Government a self-assessment within fourteen (14) calendar days after the end of the evaluation period. Performance monitors submit their evaluation reports to the ATRB after the end of the evaluation period. The ATRB Chairperson prepares its evaluation report and recommendation. The Contractor self-assessment will be provided to the TDO as part of the determination package. The ATRB Chairperson briefs the evaluation report and recommendation to the TDO. The TDO determines the overall score and determines whether an Award Term has been earned for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the Contractor of the evaluation results. Upon concurrence with the TDO decision, the CO issues a modification within fifteen (15) calendar days after the TDO's determination to authorize an award extension or reduction reflecting the earned award term amount.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE

It is anticipated that Award Term Evaluation Categories may need to be revised to place increased emphasis on specific areas, to take advantage of lessons learned and identify new approaches to measuring the quality of service/deliverables received, and to incentivize continuous improved performance in that regard. As such, the Contractor may propose changes and the Government may unilaterally make changes to this plan. The Contractor shall submit any proposed changes no later than sixty (60) calendar days prior to the start of the next evaluation period. Contractor proposed changes, if approved by the Government, will be made by bilateral agreement via a Task Order modification prior to the start of the next evaluation period. However, the Government reserves the right to unilaterally change evaluation categories prior to the start of an Award Term period.

6.0 AWARD-TERM EVALUATION CATEGORIES

a. The Award Term Evaluation Categories are weighted based upon projected emphasis over the

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planned contract period. The following table outlines the structure and weighted value of each evaluation criteria:

b. The following evaluation ratings are descriptive of the elements that will be evaluated. Not all elements under a rating description may apply. Elements of Contractor performance may be descriptive under more than one rating and therefore the Government reserves the right to determine the most appropriate rating for the performance category based on which rating the preponderance of the elements fall under.

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Unsatisfactory - Failed to manage or control costs within contract and task projections. A large percentage of actual costs exceeded task estimates. Most cost documentation was inadequate and costs were difficult to track. Reporting of costs were untimely, incomplete, and inaccurate. Contractor made no efforts in cost reduction/cost avoidance.

Satisfactory - Took minimum action to manage and control costs within contract and task. Some actual costs exceeded task estimates. Some cost documentation was adequate, but costs were difficult to track. Reporting of costs were sometimes timely, complete, and accurate. Contractor made little effort in cost reduction/cost avoidance.

Good - Costs were managed and used in a cost-effective manner. Costs incurred were consistent with estimated costs and cost management guidelines. Budget and cost management practices and procedures met requirements. Most cost projections were met. Cost documentation was adequate and easy to track. Cost reporting was timely, complete and accurate. Cost made some effort in cost reduction/cost avoidance.

Excellent - Costs were managed and controlled by working with customers and program office. Almost all cost projections were met or under-run. Some gains were made in reducing task costs. Costs were tracked well enough to identify most variances. Contractor made great effort in the area of cost reduction/cost avoidance.

Outstanding - Costs were managed and controlled by working with customers and program office. All cost projections were met or under-run. Significant gains were made in reducing task costs. Costs were tracked well enough to identify all variances. Contractor's efforts in the area of cost reduction/cost avoidance went beyond the expectations of the Government.

Unsatisfactory - Failed to manage or control scheduled deliverables within contract and task projections. A large percentage of scheduled deliverables were late. Deliverables were often submitted in a format that was incomplete, unclear, not concise, technically inaccurate, and not easily understood. Most documentation was inadequate and schedule was difficult to track. Schedule and deliverable reporting were untimely, incomplete, and inaccurate. Any required corrections were extensive in nature and Contractor was slow to correct. The Contractor did not identify problems areas upfront, and made no efforts to overcome problems to maintain schedules.

Satisfactory - Took minimum action to manage and control scheduled deliverables within contract and task. Some actual scheduled deliverables met task estimates. Deliverables were submitted in an acceptable format but were sometimes incomplete, not concise, technically inaccurate, and not easily understood. Some documentation was adequate but schedule was difficult to track. Schedule and deliverable reporting were sometimes timely, complete, and accurate. Some corrections were extensive in nature and Contractor was usually timely in making corrections. The Contractor sometimes identified problems areas upfront and made little effort to overcome problems to maintain schedules.

Good - Schedule was managed within contract and task requirements. Deliverables were consistent with estimated schedule and deliverable guidelines. Deliverables were submitted in an acceptable format and were complete, concise, technically accurate, and easily understood. Documentation is adequate and schedule was easy to track. Corrections were minor in nature and Contractor made corrections in a

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timely manner. The Contractor identified problem areas upfront and made efforts to overcome problems to maintain schedules.

Excellent - Schedule was managed within contract and task requirements and deliverables were submitted on time or sometimes ahead of schedule. Deliverables sometimes exceeded requirements and were submitted in a manner that was complete, concise, technically accurate, and easily understood. Corrections were very few and minor and corrected in an expeditious manner. The Contractor was proactive in identifying problem areas upfront and made great efforts to overcome problems to maintain schedules.

Outstanding - Schedule was managed so that deliverables were consistently ahead of schedule and within contract and task requirements. Deliverables consistently exceeded requirements and were submitted in a manner that was complete, concise, and technically accurate, and easily understood. No corrections were required for deliverables. The Contractor provided early identification of problem areas and made great accomplishments in overcoming problems to maintain schedules.

Unsatisfactory - Contractor's organizational structure did not provide qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were not defined, clearly understood, and did not facilitate rapid exchanges of information, both technical and contractual, to meet project goals. Contractor did not effectively integrate all functional area requirements into an overall team effort in order to optimize program efficiencies. Failed to provide qualified personnel for all tasks. Management was extremely slow in updating staffing after repeated feedback from customer. A large percentage of the staff was not in place when required by the task. Customer was very dissatisfied with staffing efforts. If applicable, small business subcontracting goals were not met.

Satisfactory - Contractor's organizational structure was marginally adequate to provide qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were defined and understood but did not facilitate rapid exchanges of information, both technical and contractual, to meet project goals. Contractor sometimes integrated all functional area requirements into an overall team effort in order to produce program efficiencies. Management was slow to update manning after repeated feedback from customer or as required by this Task Order and Technical Instructions. Some staff were not available when required by the task. Customer was marginally dissatisfied with staffing efforts. If applicable, Small business subcontracting goals were not totally met.

Good - Contractor's organizational structure was adequate to provide qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were defined, understood, and facilitated exchanges of information, both technical and contractual, to meet project goals. Contractor integrated all functional area requirements into an overall team effort in order to provide program efficiencies. Provided fully qualified staff in almost all cases. Management was cognizant of customer needs and provided almost all of the staffing required on assigned tasks when required by the task. Customer was reasonably satisfied with staffing efforts. If applicable, small business subcontracting goals were met.

Excellent - Contractor's organizational structure provided highly qualified personnel assigned duties, responsibilities, and authority necessary to achieve project goals. Lines of communication were clearly

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understood, and facilitated rapid exchanges of information, both technical and contractual, to meet project goals. Contractor effectively integrated all functional area requirements into an overall team effort in order to optimize program efficiencies. Provided fully qualified staff in all cases. Management was cognizant of customer needs and provided 100% of the staffing required on assigned tasks when required by the task. Customer was well satisfied with staffing efforts. If applicable, small business subcontracting goals were met and sometimes exceeded.

Outstanding - Contractor's organizational structure provided highly qualified personnel assigned duties, responsibilities, and authority necessary to achieve and sometime exceed project goals. Lines of communication were clearly understood, and facilitated rapid exchanges of information, both technical and contractual, to meet and sometimes exceed project goals. Contractor effectively integrated all functional area requirements into an overall team effort in order to optimize program efficiencies and exceed Government expectations. Provided fully qualified staff in all cases and exceptionally qualified staff in some cases. Personnel status was frequently reviewed to ensure customer needs were met. 100% of the staffing required on assigned tasks was provided when required by the task. Customer was extremely satisfied with staffing efforts. If applicable, small business subcontracting goals were consistently exceeded.

Unsatisfactory - Failed to meet most task/contract requirements. Work was poorly organized, unprofessional, and required much interpretation or rework. Contractor's response to taskings was slow and work produced was consistently inaccurate. Contractor's approach to solving problem areas presented by the Government did not demonstrate a level of competence. Customer was very dissatisfied with performance.

Satisfactory - Work was of marginal quality in some cases and required some interpretation or rework. Contractor's response to taskings was sometimes slow and work produced is sometimes inaccurate. Contractor's approach to solving problem areas presented by the Government demonstrated a minimum - level of competence. Customer was marginally satisfied with performance.

Good - Majority of work was adequate and required little rework. Contractor's response to taskings was timely. Contractor's approach to solving problem areas presented by the Government demonstrated competence. Customer was reasonably satisfied with overall performance.

Excellent - Support to customer was very good, well coordinated, and ensured task accomplishment. Employees put forth an extra effort to accomplish tasks. Contractor's response to taskings was prompt and work produced was accurate and highly proficient. The Contractor demonstrated instances of being proactive by anticipating Government needs and providing effective solutions. Contractor's approach to solving problem areas presented by the Government demonstrated a high -level of competence. Customer was very satisfied with performance.

Outstanding - Met all task/contract requirements (100%). Support to customer was excellent, well coordinated, and all task goals were met. Employees displayed exceptional knowledge and put forth a commendable effort to accomplish tasks. Contractor's response to taskings was consistently prompt and work produced was consistently impressive. Contractor's approach to solving problem areas presented by the Government demonstrated high-level of competence. The Contractor was consistently proactive in anticipating Government needs and providing effective solutions. Customer was extremely satisfied with performance.

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NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be **THE SUCCESSFUL OFFEROR'S PROPOSED LOE WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK ORDER** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that **THE SUCCESSFUL OFFEROR'S PROPOSED HOURS FOR UNCOMPENSATED EFFORT WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK ORDER** (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non - work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately **THE SUCCESSFUL OFFEROR'S PROPOSED "BURN" RATE WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK ORDER** hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man -hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding

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contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man -hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

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

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man -hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man -hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including

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security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man - hours up to five percent in excess of the total man -hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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 on the CG(X).

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 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.

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(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 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.

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(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.

(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.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

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

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

All clauses incorporated by reference in the basic IDIQ contract apply to this Task Order, as applicable.

Note: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATE I (JUNE 2007), teaming arrangement with any firm not included in the Contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval prior to proposal submission. Team member (subcontract) additions after Task Order award must be approved by the Task Order Contracting Officer.

THE ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE (HQ-C-2-0037) of the SEAPORT-e IDIQ contract applies to all Tasks (both Task Orders) under this Solicitation.

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a cost reimbursement Task Order resulting from this solicitation.

52.216-10 INCENTIVE FEE (MAR 1997) (Cost Incentive Fee applicable to Labor CLINs 1000-1002, Labor Option CLINs, if and to the extent exercised, 4000-4002, and Labor Award Term CLINs, if awarded, 4100-4102, 4200-4202 and 4300-4302.)

(a) *General.* The Government shall pay the Contractor for performing this contract a fee determined as provided in this contract.

(b) *Target cost and target fee.* The target cost and target fee specified in the Schedule are subject to adjustment if the contract is modified in accordance with paragraph (d) of this clause.

(1) "Target cost," as used in this contract, means the estimated cost of this contract as initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(2) "Target fee," as used in this contract, means the fee initially negotiated on the assumption that this contract would be performed for a cost equal to the estimated cost initially negotiated, adjusted in accordance with paragraph (d) of this clause.

(c) *Withholding of payment.* Normally, the Government shall pay the fee to the Contractor as specified in the Schedule. However, when the Contracting Officer considers that performance or cost

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indicates that the Contractor will not achieve target, the Government shall pay on the basis of an appropriate lesser fee. When the Contractor demonstrates that performance or cost clearly indicates that the Contractor will earn a fee significantly above the target fee, the Government may, at the sole discretion of the Contracting Officer, pay on the basis of an appropriate higher fee. After payment of 85 percent of the applicable fee, the Contracting Officer may withhold further payment of fee until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interest. This reserve shall not exceed 15 percent of the applicable fee or \$100,000, whichever is less. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of the certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

(d) *Equitable adjustments.* When the work under this contract is increased or decreased by a modification to this contract or when any equitable adjustment in the target cost is authorized under any other clause, equitable adjustments in the target cost, target fee, minimum fee, and maximum fee, as appropriate, shall be stated in a supplemental agreement to this contract.

(e) Fee payable.

(2) The fee shall be subject to adjustment, to the extent provided in paragraph (d) of this clause, and within the minimum and maximum fee limitations in paragraph (e)(1) of this clause, when the total allowable cost is increased or decreased as a consequence of—

(i) Payments made under assignments; or

(ii) Claims excepted from the release as required by paragraph (h)(2) of the Allowable Cost and Payment clause.

(3) If this contract is terminated in its entirety, the portion of the target fee payable shall not be subject to an increase or decrease as provided in this paragraph. The termination shall be accomplished in accordance with other applicable clauses of this contract.

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(4) For the purpose of fee adjustment, “total allowable cost” shall not include allowable costs arising out of—

(i) Any of the causes covered by the Excusable Delays clause to the extent that they are beyond the control and without the fault or negligence of the Contractor or any subcontractor;

(ii) The taking effect, after negotiating the target cost, of a statute, court decision, written ruling, or regulation that results in the Contractor’s being required to pay or bear the burden of any tax or duty or rate increase in a tax or duty;

(iii) Any direct cost attributed to the Contractor’s involvement in litigation as required by the Contracting Officer pursuant to a clause of this contract, including furnishing evidence and information requested pursuant to the Notice and Assistance Regarding Patent and Copyright Infringement clause;

(iv) The purchase and maintenance of additional insurance not in the target cost and required by the Contracting Officer, or claims for reimbursement for liabilities to third persons pursuant to the Insurance Liability to Third Persons clause;

(v) Any claim, loss, or damage resulting from a risk for which the Contractor has been relieved of liability by the Government Property clause; or

(vi) Any claim, loss, or damage resulting from a risk defined in the contract as unusually hazardous or as a nuclear risk and against which the Government has expressly agreed to indemnify the Contractor.

(5) All other allowable costs are included in “total allowable cost” for fee adjustment in accordance with this paragraph (e), unless otherwise specifically provided in this contract.

(f) *Contract modification.* The total allowable cost and the adjusted fee determined as provided in this clause shall be evidenced by a modification to this contract signed by the Contractor and Contracting Officer.

(g) *Inconsistencies.* In the event of any language inconsistencies between this clause and provisioning documents or Government options under this contract, compensation for spare parts or other supplies and services ordered under such documents shall be determined in accordance with this clause.

**FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)
(NAVSEA VARIATION) (MAR 2000)**

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(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.
- 4001 No later than 12 months after the Task Order Award date.
- 4002 No later than 12 months after the Task Order Award date.
- 6000 No later than 12 months after the Task Order Award date.
- 6001 No later than 12 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.

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252.215-7004 Excessive Pass-Through Charges.

As prescribed in 215.408(3), use the following clause:

EXCESSIVE PASS-THROUGH CHARGES (APR 2007)

(a) Definitions. As used in this clause —

“Excessive pass-through charge,” with respect to a Contractor or subcontractor that adds no or negligible value to a contract or subcontract, means a charge to the Government by the Contractor or subcontractor that is for indirect costs or profit on work performed by a subcontractor (other than charges for the costs of managing subcontracts and applicable indirect costs and profit based on such costs).

“No or negligible value” means the Contractor or subcontractor cannot demonstrate to the Contracting Officer that its effort added substantive value to the contract or subcontract in accomplishing the work performed under the contract.

(b) General. The Government will not pay excessive pass-through charges. The Contracting Officer shall determine if excessive pass-through charges exist.

(c) Performance of work by the Contractor or a subcontractor.

(1) If the Contractor changes the amount of subcontract effort identified in its proposal such that it exceeds 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the Contractor shall provide the Contracting Officer with a description of the value added by the Contractor as related to the subcontract effort.

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(2) If any subcontractor identified in the proposal changes the amount of lower -tier subcontractor effort such that it exceeds 70 percent of the total cost of the work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower -tier subcontractor(s).

(3) If any subcontractor not identified in the proposal subcontracts to a lower -tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the Contractor shall provide the Contracting Officer with a description of the value added by the subcontractor as related to the work to be performed by the lower -tier subcontractor(s).

(d) Recovery of excessive pass-through charges. If the Contracting Officer determines that excessive pass-through charges exist—

(1) For fixed-price contracts, the Government shall be entitled to a price reduction for the amount of excessive pass-through charges included in the contract price; and

(2) For other than fixed-price contracts, the excessive pass-through charges are unallowable in accordance with the provisions in Subpart 31.2 of the Federal Acquisition Regulation (FAR) and Subpart 231.2 of the Defense FAR Supplement.

(e) Access to records.

(1) The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the Contractor proposed, billed, or claimed excessive pass-through charges.

(2) For those subcontracts to which paragraph (f) of this clause applies, the Contracting Officer, or authorized representative, shall have the right to examine and audit all the subcontractor's records (as defined at FAR 52.215-2(a)) necessary to determine whether the subcontractor proposed, billed, or claimed excessive pass-through charges.

(f) Flowdown. The Contractor shall insert the substance of this clause, including this paragraph (f), in all

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subcontracts under this contract, except for—

- (1) Firm-fixed-price subcontracts awarded on the basis of adequate price competition;
- (2) Fixed-price subcontracts with economic price adjustment, awarded on the basis of adequate price competition;
- (3) Firm-fixed-price subcontracts for the acquisition of a commercial item; or
- (4) Fixed-price subcontracts with economic price adjustment, for the acquisition of a commercial item.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD254 Contract Security Classification Specification