

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 16	3. EFFECTIVE DATE 19-Jan-2009	4. REQUISITION/PURCHASE REQ. NO. N0002410MR55153		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040	CODE N00024	7. ADMINISTERED BY (If other than Item 6) DCMC Baltimore - Manassas 10500 Battleview Parkway, Suite 200 Manassas VA 22100		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) The Columbia Group, Incorporated 1201 M Street SE, Suite 010 Washington DC 20003	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4028-EH01
	10B. DATED (SEE ITEM 13) 04-Apr-2006
CAGE CODE 3D060	FACILITY CODE 054419957

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) NAVSEA 52.52.232-9104

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		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

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GENERAL INFORMATION

The purposes of this modification to N00178-04-D-4028-EH01-16 is to (1) exercise award term year 4; and (2) Incrementally fund SLINs 4000AA and 6000AA. Accordingly, said task order is modified as follows:

(1). Under Section B Supplies and Services Incrementally fund SLINs 4000AA and 6000AA as follows:

		8.00%	
SLIN 4000AA	Est. Cost	Fixed Fee	CPFF
From:			

SLIN 6000AA	Est. Cost
From:	

(2). Under Section J, List of Attachments, add Attachment 15 Financial Accounting Data Sheet for Modification 16 in the amount of [REDACTED] (O&MN).

The total amount of funds obligated to the task is hereby increased by \$29,500.00 from \$761,319.00 to \$790,819.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased by [REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF

1000	Professional Program Management Services in Support of 04XI				██████████
1000AA	Base Year: Professional Program Management Services in Support of SEA 04XI (TBD) Option	1.0 Lot	\$0.00	\$0.00	\$0.00
1000AB	Base Year: Professional Program Management Services in Support of SEA 04XI (O&MN,N)	1.0 Lot	██████████	██████████	██████████
1000AC	Base Year: Professional Program Management Services in Support of SEA 04XI. (O&MN,N)	1.0 Lot	██████████	██████████	██████████
1000AD	Base Year: Professional Program Management Services in Support of SEA 04XI (O&MN,N)	1.0 Lot	██████████	██████████	██████████
1000BA	Award Term Year 1 (EARNED): Professional Program Management Services in Support of SEA 04XI (TBD) Option	1.0 Lot	██████████	██████████	██████████
1000BB	Award Term Year 1: Professional Program Management Services in Support of SEA	1.0 Lot	██████████	██████████	██████████

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04XI (O&MN,N)

1000CA	Award Term Year 2: (EARNED) Professional Program Management Services in Support of SEA 04XI (O&MN,N)	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
1000CB	Award Term Year 2: Professional Program Management Services in Support of SEA 04XI (O&MN,N)	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]
1000DA	Award Term Year 3: Professional Program Management Services in Support of SEA 04XI (O&MN,N)	1.0 Lot	[REDACTED]	[REDACTED]	[REDACTED]

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost

3000				[REDACTED]
3000AA	ODC in support of SLIN 1000AA (TBD) Option	1.0	Lot	\$0.00
3000AB	ODC in support of SLINs 1000AB and 1000AC. (O&MN,N)	1.0	Lot	[REDACTED]
3000AD	tbd (O&MN,N)	1.0	Lot	\$0.00
3000BA	ODC in support of SLIN 1000AB (TBD) Option	1.0	Lot	[REDACTED]
3000BB	ODC in support of SLIN 1000BB (O&MN,N)	1.0	Lot	[REDACTED]
3000CA	ODC in support of SLIN 1000AC (TBD) Option	1.0	Lot	[REDACTED]
3000CB	ODC in support of SLIN 1000CB (O&MN,N)	1.0	Lot	[REDACTED]
3000DA	ODC in support of SLIN 1000AD (O&MN,N)	1.0	Lot	[REDACTED]

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For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Professional Program Management Services in Support of 04XI					
4000AA	Award Term Year 4: Professional Program Management Services in Support of SEA 04XI (O&MN,N)	1.0	Lot	\$194,509.00	\$15,561.00	
4000AB	Award Term Year 4: Professional Program Management Services in Support of SEA04XI (O&MN,N)	1.0	Lot	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000				
6000AA	ODC in support of SLIN 4000AA (O&MN,N)	1.0	Lot	
6000AB	ODC in support of SLIN 4000AB (O&MN,N)	1.0	Lot	\$0.00

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

NOTE B - Additional SLINs may be created to accommodate the types of funds that shall be used to fund this effort.

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.

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE)

(NAVSEA) (FEB 1997)

This entire contract is cost type.

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

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to percent () of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee (s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

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

(NOTE)

Percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PURPOSE:

This contract is for professional and management support services for the NAVSEA Installations and Equipment Office (SEA 04XI). Support areas include program management, financial management, database management and technical and administrative support services.

1.0 BACKGROUND

SEA 04XI is responsible for supporting the acquisition, maintenance, operations, and disposal of facilities and facilities related issues at Naval Shipyards, Naval Surface Warfare Centers, Naval Undersea Warfare Centers, and Government-Owned/Contractor-Operated (GOCO) facilities. This office also performs the planning, programming, budgeting and execution of capital investments, and provides matrix support for maintenance of real property, and counter terrorism requirements at these activities. This tasking will require the contractor to provide project management, database management, and financial management assistance, as well as systems analysis and organizational development.

2.0 SECURITY CLEARANCE REQUIREMENT

Contractor personnel providing on-site support to SEA 04XI must have and maintain a SECRET clearance for access to the building and classified documents and/or containers. The contractor shall submit security clearances for these personnel to the appropriate government office, as required.

3.0 REQUIREMENTS

PERFORMANCE OBJECTIVE: Provide Program Management support to NAVSEA Installations and Equipment Office Managers.

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 apply as mutually agreed to by both the government and contractor.

ACCEPTABLE QUALITY: 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.

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

4.0 GENERAL REQUIREMENTS

4.1 On-Site Support Requirements: The contractor shall provide up to two work-years of effort to support the NAVSEA 04XI office. This equates to one full-time person on-site and the balance of the effort at the contractor's spaces as required. The contractor will be responsible for providing on-site backup support during all scheduled and unscheduled absences of the on-site support personnel. The contractor will provide appropriate project support coverage from 0700 until 1600 daily on Government workdays. Work hours may be modified at the discretion of the Government.

4.2 All on-site personnel must meet DoD Security requirements to maintain SECRET clearance for access to and support of classified material and safes.

4.3 The contractor shall provide conference room and meeting facilities for five to thirty five people within a ten-

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minute walk to the Washington Navy Yard to facilitate SEA04XI interface with OPNAV N44, N45, N46, and NAVFAC.

4.4 The contractor shall provide a monthly report outlining tasks accomplished, problems encountered, planned tasks, and financial summary (burn chart).

Task 1: Project Management Support

The contractor shall to provide personnel for on-site (Washington Naval Yard) and off-site (contractors facilities) project management to SEA 04XI. All onsite personnel will be provided with government furnished supplies.

The contractor shall provide full-time, on-site project analyst support services to NAVSEA 04XI. These duties shall include: collecting, organizing, and analyzing information from field activities; provide assistance in preparing point papers, white papers, briefings, and correspondence related to facilities matters and construction projects; and maintaining records pertaining to special projects. The contractor shall provide project management support of facility related issues pertaining to military construction, capital equipment and operations and maintenance of buildings and infrastructure. This support includes providing review and analysis of proposed facility projects for completeness and accuracy, as well as compliance with established Department of Defense rules and procedures. Analysis includes reading project write-ups to determine if project meets mission requirements, and fits into the overarching installation management plan.

Task 2: Database Management Support

The contractor shall provide database management support for business management systems.

These duties include the use of web-based Capital Asset Tracking System (CATS) application, Maximo Facility and Equipment Management system (eFEM), and Livelink document management system within the office. Support shall include the following: providing experienced personnel to analyze critical facility maintenance and equipment operations data from field activities, including equipment downtime, preventative maintenance schedules, and equipment performance metrics; generating issue specific reports and manipulating data into Microsoft Office format; preparing graphs and briefings based on data extracted from the above mentioned systems; coordinating new user setup for web-based databases (CATS, eFEM and Livelink); resolving help-desk related issues; and managing workflow assignments. The contractor will also provide training support in coordination with the office on 04XI3's systems for web-based databases (CATS, eFEM and Livelink). The contractor shall provide training and maintenance for contractor developed database applications in Microsoft Office, including Correspondence Serialization Logs, Travel Fund Log, and Correspondence mailing lists.

Task 3: Financial Management Support

The contractor should provide financial management support to 04XI.

This includes providing financial advice to assist in financial report analysis, budgeting, and funds execution support as well as assisting with administrative coordination of the budget process and understanding the differences between the Navy Working Capital Fund and Mission Funding. Provide financial expertise to assist in producing reclaims to budget drills and maintaining financial management for O&M,N, OPN and WPN accounts to include office travel. The contractor shall assist in the review and track lease offset obligations for capital and environmental maintenance accounts. The contractor shall develop and maintain the SEA 04XI travel budget tracking system in Microsoft excel.

Task 4: Administrative and Technical Support

The contractor shall provide administrative and technical support for activity-wide video teleconferencing scheduling; maintaining schedules/calendars for key individuals; cataloging and documenting SEA 04XI issues for posting on the SEA 04 web site, and maintaining the SEA 04XI issues and actions tracking system. The contractor shall provide electronic document conversion support to NAVSEA 04XI consisting of scanning, optical character recognition, archiving, indexing and retrieving of text-based official records and library documents and maps. Using LiveLink software, the contractor shall maintain the SEA 04XI correspondence data management system in an excel log sheet. The contractor shall assist in the receipt and storage of reports and briefing materials in accordance with Government direction. The contractor shall provide planning support consisting of planning meetings, coordinating

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schedules with participants, reserving existing meeting space and insuring that briefing materials and equipment are available. The contractor will ensure assigned logs (i.e. correspondence and travel claim logs) and mailing lists are kept up-to-date at all times and must provide updated copies to NAVSEA 04XI personnel upon request.

*

The purpose of this modification is to document the results of the NAVSEA CAAS Study Team Review and to incorporate corresponding text in Section C. Accordingly, the subject task order is hereby modified as follows:

1. The following text is added to the end of Section C:

NAVSEA CAAS Study Team Review of Task Order No. N00178-04-D-4028-EH01 – Determination: Labor – 100% CAAS, 0% Non-CAAS. ODCs - 100% Non-CAAS.

Justification: On 4 April 2006, NAVSEA CAAS Study Team PCO Pete E. Richmond reviewed the requirements addressed within subject Task Order.

During the review it was determined that the labor requirements addressed within the subject task order are 100% CAAS as defined within Public Law 10 U.S.C., Section 2212.

2. Except as modified herein, all terms and conditions of the subject task order remain in full force and effect.

3. For informational purposes only, a conformed copy of Sections B - J of this task order is attached to this modification, including the changes made herein.

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SECTION D PACKAGING AND MARKING

Packaging and Marking in accordance with Section D of the IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be in accordance with Section E of the SeaPort-E Multiple Award IDIQ contract.

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Stephen G. Hoffman, SEA 04XI3
1333 Isaac Hull Ave
Washington Navy Yard, DC 20376

[REDACTED]
[REDACTED]

Accounting Data

SLINID	PR Number	Amount
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MOD 14 Funding 0.00
Cumulative Funding 0.00

MOD 15

1000DA	N0002410MR55071	30000.00
LLA :		
AN 17018048J2H251SAS0400683422D00000022H200000200		

[REDACTED]
[REDACTED]

MOD 16

4000AA	N0002410MR55153.00	[REDACTED]
LLA :		
AN 17018048J2H251SAS0400683422D00000022H200000200		

6000AA	N0002410MR55153.00	[REDACTED]
LLA :		
AP 17018948J2H252SAS0400683422D00000022H200000200		

MOD 16 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

NAVSEA 5252.232-9104 -- ALLOTMENT OF FUNDS (MAY 1993)

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order 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 task order for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM	ALLOTED TO COST	ALLOTED TO FIXED FEE	ALLOTED TO AWARD FEE	CPFF	M/HS	EST. POP
1000CA	████████	████████	████	████████	0.00	01/01/2009 - 03/10/2009
1000DA	████████	████████	████	████████	0.00	10/25/2009 - 09/30/2010
3000DA	0.00	0.00	0.00	████████	0.00	03/10/2009 - 09/30/2009
4000AA	████████	████████	████	████████	0.00	01/10/2010 - 09/30/2010
6000AA	0.00	0.00	0.00	████████	0.00	01/10/2010 - 09/30/2010

(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 task order 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) CLIN(s)/SLIN(s) 1000AB, 1000AC, 1000AD, 1000BB, 1000CB, 3000AB, 3000AD, 3000BB, and 3000CB are fully

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funded and performance under CLIN(s)/SLIN(s) is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS

(a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) 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 and 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 descriptions.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instruction may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause in 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 the contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse to Contractor from performing that portion of the contractual work statement which is not affected by the AWARD TERM CLAUSE. See Award Term Clause and Plan, Section J, Task Order Attachment 2.

Award term Clause

In addition to the terms set forth elsewhere in the Task Order, the contractor may earn an extension to the task order period from a minimum of 1 to a maximum of 4 years on the basis of performance during the evaluation periods. The Task Order period may be extended on the basis of the contractor's performance against stated performance parameters. Points shall be awarded during each evaluation period on the basis of how the contractor has performed against the predetermined criteria. The Task Order period may then be extended to reflect this assessment. As stated in the Award Term Plan below, a performance rating of unsatisfactory in any evaluation period shall void any previously awarded award-term extensions.

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

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

(c) Monitoring of Performance. The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award Term Review Board (ATRB). The ATRB recommends an award term to the Term Determining Official (TDO), who makes the final decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period.

(d) Award-Term Plan. The evaluation criteria, the associated points, and the associated award-term extensions or

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reductions are specified in the award-term plan.

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

(f) Self-Evaluation. The contractor will submit to the Contracting Officer, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 20 pages and will include the most recent Standard Form 294, Subcontracting Report for Individual Contract, for the task order. It will be used in the ATRB's evaluation of the contractor's performance during this period.

(g) Disputes. Decisions regarding the award term, including—but not limited to—the amount of the award term, if any; the methodology used to calculate the award term; calculation of the award term; the supplier's entitlement to the award term; and the nature and success of the contractor's performance, are made by the TDO. These decisions are final and are not subject to dispute.

(h) Award-Term Extension. The Task Order period may be modified to reflect the TDO decision. The total task order period, including extensions under this clause, will not exceed the time remaining on the SeaPort IDIQ contract, including exercised options. If at any time the Task Order period does not extend more than two years from the time remaining on the SeaPort IDIQ contract, the operation of the award-term provision will cease and the task order period will not extend beyond the term set at that time.

(i) Necessary Condition Precedent:

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

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

(3) CONTINUED FUNDS A NECESSARY CONDITION: The Contracting Officer must make a determination that sufficient funds are available before an award term that has been earned and retained may become effective. The determination that sufficient funds are available does not constitute a finding that funds equal to the full total estimated cost of performance for a given year are available. Award term periods may be incrementally funded as permitted by law and regulation. In the event of incremental funding, the clause entitled LIMITATION OF FUNDS (FAR 52.232-22 (April 1984)) shall apply.

The decision that sufficient funds are available is at the sole discretion of the Contracting Officer. Resources available to the program manager are subject to the managerial discretion of the program manager and a decision that sufficient funds are not available for this Task Order may be made even if there are funds available to the program office. A determination regarding the availability of funds may be made at any time.

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

(j) Failure of Earned Award Terms not a Termination: If at any time the Government does not authorize performance of a previously awarded award term, the subsequent terms shall be considered void. The contractor shall not be entitled to any costs arising out of or related to those award terms that are made void by virtue of the operation of this clause.

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An award term decision that an already earned award term has not been retained is not a termination for convenience. A decision by the Contracting Officer that any of the necessary conditions has not been satisfied is not a termination for convenience. For example, if the contractor has earned three award terms but the Government fails to exercise the option for the fifth year of the Task Order, then the Task Order shall end at the completion of the period of performance for the fourth year.

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

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

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

Award Term Plan

1.0 INTRODUCTION

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

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

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

2.0 ORGANIZATION

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

3.0 RESPONSIBILITIES

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

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

c. Award-Term Review Board. ATRB members review performance monitors' evaluation of the contractor's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at the earned award-term points recommendation to be presented to the TDO. The ATRB will also recommend changes to this plan. An assessment of the contractor's performance will be done on a yearly basis, starting with the performance of Option 2 of this task order.

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

e. Contracting Officer (CO). The CO is the liaison between contractor and government personnel. Subsequent to the TDO decision, the CO evaluates the award-term points available and modifies the Task Order period of performance, if necessary, to reflect the decision.

f. Performance Monitors. Performance monitors maintain written records of the contractor's performance in their assigned evaluation areas so that a fair and accurate evaluation is obtained. Monitors prepare interim and end-of-period evaluation reports as directed by the ATRB.

4.0 AWARD-TERM PROCESSES

a. Available Award-Term Points. The earned award-term points will be based on the contractor's performance during each evaluation period. The available points for each evaluation period are shown below in Table 3. A score of 85 points is required for a one year term extension.

b. Evaluation Criteria. If the CO does not give specific notice in writing to the contractor of any change to the evaluation criteria prior to the start of a new evaluation period, then the same criteria listed for the preceding period will be used in the following award-term evaluation period. Modifications to the plan shall take effect in the next evaluation period.

c. Interim Evaluation Process. Interim evaluations will be conducted six months after task order award, exercise of award of term extensions, if any. At the discretion of the TDO, interim evaluations may take place more frequently (e.g., at major milestones). The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the interim evaluation date. Performance monitors submit their evaluation reports to the ATRB 21 calendar days after this notification. The ATRB determines the interim evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern.

d. End-of-Period Evaluations. The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the end of the evaluation period. The contractor presents its self-assessment to the CO within five working days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance. The written assessment shall include a copy of the most recent SF 294, Subcontracting Report for Individual Contracts. The self-assessment may not exceed 20 pages. Performance monitors submit their evaluation reports to the ATRB 14 calendar days after the end of the evaluation period. Copies shall be provided to the contractor; the contractor is then given an opportunity to address the performance monitor evaluations. The ATRB prepares its evaluation report and recommendation regarding earned or unearned award-term points. The ATRB briefs the evaluation report, and recommendation to the TDO within 30 calendar days after the end of the evaluation period. The TDO determines the overall award-term points for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the contractor of the earned award-term points. Upon the award of sufficient award term-points, the CO issues a contract modification within 15 calendar days after the TDO's decision is made authorizing an award extension or reduction based on the earned or unearned award-term points.

5.0 AWARD-TERM PLAN CHANGE PROCEDURE

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

AWARD TERM ORGANIZATION

TABLE 1, MEMBERS

Term Determining Official:	TBD Personnel
Award Term Review Board Chairperson:	TBD Personnel
Award Term Review Board Members:	
Member(s)	TBD (Personnel)
Contracting Officer	SEA or representative
Recorder	TBD Personnel

TABLE 2, PERFORMANCE MONITORS

Area of Evaluation	Performance Monitor(s)
Cost Performance	Task Managers
Organization and Management	Task Managers
Quality of Work/Schedule	Task Managers

The Government reserves the right to make substitutes for award term organization members and performance monitors.

AWARD TERM ALLOCATION BY EVALUATION PERIODS

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

TABLE 3.

Evaluation Period	From	To	Available Award Term Points
First	Task Order Award	6 months thereafter	100
Second	Exercise of Award Term 1	12 months thereafter	100
Third	Exercise of Award Term 2	12 months thereafter	100
Fourth	Exercise of Award Term 3	12 months thereafter	100
Fifth	Exercise of Award Term 4	12 months thereafter	100

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OVERALL GRADE DEFINITIONS AND CORRESPONDING AWARD TERM POINTS

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

Award Term Points: 0 – 40

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

Award Term Points: 41-80

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

Award Term Points: 81-100

EVALUATION CRITERIA

Cost Performance 30% of Total

Organization and Management 30% of Total

Quality of Work /Schedule 40% of Total

TABLE 4, COST PERFORMANCE

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

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When provided, analyses of problems or trends are usually accurate. and/or trends are addressed, and an analysis is also submitted. and the contractor's recommendations and/or corrective plans are implemented and effective.

TABLE 5, ORGANIZATION AND MANAGEMENT

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

TABLE 6, QUALITY OF WORK/SCHEDULE

UNSATISFACTORY	SATISFACTORY	EXCELLENT
Contractor leaves questionable situations for Government to resolve.	Contractor follows guidance, questioning and resolving doubtful areas.	Contractor's work of highest caliber incorporating all pertinent data required.
Contractor tends to follow past practices with no variation to meet requirements of the current contract.	Contractor displays knowledge of contract requirements and adapts existing processes to fulfill requirements.	Contractor displays exceptional knowledge of contract requirements and adaptability to work processes. All deliverables are submitted on time or ahead of schedule,

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Deliverables are incomplete, contain inaccuracies and are untimely. Discrepancies are major and require extensive time and effort to correct.

Deliverables are complete, accurate and meet schedule requirements. Discrepancies are minor and easily corrected.

exceeding requirements and submitted in a format that is complete, clear, concise, technically accurate and easily understood. Any corrections are very minor in nature and are expeditiously corrected.

Fails to meet “satisfactory” standard for contractually required deliverable schedules. Fails to meet customer expectations for satisfying demands.

For 95% of deliverables, meets contractually required schedule. Meets customer expectations for satisfying demands.

Substantially reduces contractually required deliverable times, consistent with customer priority requests. Exceeds customer expectations for satisfying demands.

SEQUENCE OF EVENTS - AWARD TERM PROCESS

TABLE 7, Interim Evaluation (IE). Interim evaluations shall be provided at the completion of the base year, and six months into each option year.

14 days prior to IE	Recorder notifies each ATRB member and performance monitor.
7 days after IE	Performance Monitors submit evaluation reports to ATRB
14 days after IE	ATR B Chairperson determines interim evaluation results and notifies contractor of strengths and weaknesses
Normally at least 90 days prior to EOP	ATR B may recommend any changes to Award Term Plan to TDO.

TABLE 8, End-of-Period (EOP) evaluations

14 days prior to EOP	Recorder notifies each ATRB member and performance monitor.
14 days after EOP	Performance Monitors submit evaluation reports to ATRB. ATRB forwards a copy to Contractor.
14 days after EOP	Contractor submits self-assessment to CO. Copy will be forwarded to ATRB.
30 days after EOP	ATR B briefs evaluation report and recommendation to the TDO. Contractor has opportunity to brief TDO.
45 days after EOP	TDO informs contractor and CO of the earned award term points.
15 days after TDO’s decision	CO issues a contract modification reflecting award term extension, if earned.

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SECTION I CONTRACT CLAUSES

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

VARIATION) (MAR 2000)

(a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

ITEM(S) LATEST OPTION EXERCISE DATE

Award Term Option 1	12 Months after Issuance of Delivery Order
Award Term Option 2	12 Months after Award Term Option 1 Exercise
Award Term Option 3	12 Months after Award Term Option 2 Exercise
Award Term Option 4	12 Months after Award Term Option 3 Exercise

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

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected. (2) Any award resulting from this solicitation will be made to a small business concern.

(c) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

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SECTION J LIST OF ATTACHMENTS

Attachment 1, DD254
Attachment 2, FAD sheet in the amount of [REDACTED] O&MN FY06
Attachment 3, FAD sheet in the amount of [REDACTED] O&MN FY06
Attachment 4, FAD sheet in the amount of [REDACTED] O&MN FY06
Attachment 5, FAD sheet in the amount of [REDACTED] O&MN FY06
Attachment 6, FAD sheet in the amount of [REDACTED] O&MN FY07.
Attachment 7, FAD sheet in the amount of [REDACTED] O&MN FY07.
Attachment 8, FAD sheet in the amount of [REDACTED] O&MN.
Attachment 9, FAD sheet in the amount of [REDACTED]
Attachment 10, FAD sheet in the amount of [REDACTED] O&MN.
Attachment 11, FADs for mod 12 in the amount of [REDACTED] (O&MN)
Attachment 12, FADs for Mod 13 in the amount of [REDACTED] (O&MN)
Attachment 13, FADs for mod 14 in the amount of [REDACTED] (O&MN)
Attachment 14, FADs for Mod 15 in the amount of [REDACTED] (O&MN)
Attachment 15, FADs for Mod 16 in the amount of [REDACTED] (O&MN)