

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 7	
2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE 21-Mar-2012	4. REQUISITION/PURCHASE REQ. NO. N00024-12-MR-55298	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 karla.harris@navy.mil 202-781-2884	CODE N00024	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  
Paradigm Technologies Inc.  
2231 Crystal Drive, Suite 807  
Arlington VA 22202-3725

CAGE CODE 0ZB23	FACILITY CODE	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4486-EH02
		10B. DATED (SEE ITEM 13) 04-Mar-2008

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.

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

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) John L. Magee, Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Lindsay A Alexander, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/John L. Magee (Signature of person authorized to sign)	15C. DATE SIGNED 21-Mar-2012	16B. UNITED STATES OF AMERICA BY /s/Lindsay A Alexander (Signature of Contracting Officer)	16C. DATE SIGNED 21-Mar-2012

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 2 of 7	FINAL
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## GENERAL INFORMATION

The purpose of this Modification to N00178-05-D-4486-EH02-10 is to (1) Establish new SLINs 1103AB, 1104AB; (2) Deobligate SLINs 4001, 4002; 4102; and 4103; (3) Provide funding for SLINs 1103AB, 1104AA, 1104AB, 3103AA, 6002AA, 6002AB, 6003AA and 6103AA; and (4) Provide period of performance for SLINs 1103AB, 1104AB. Accordingly, said Task Order is modified as follows:

1. Under Section B - Supplies or Services the following SLINs are hereby established as follows:

<u>SLINs</u>	<u>Description</u>
1103AB	Option 1 - Task 3 Financial/Contracts Management Support
1104AB	Option 1 - Task 4.0 Financial/Acquisition Management Support

2. Under Section B Supplies or Services deobligate SLINs 4001, 4002, 4102, and 4103 in the amount of \$169,600.00 as follows:

4001AA	SLIN	Est Cost	Fixed Fee	CPFF
Funding	From	\$ 622,363.76	\$ 42,009.55	\$ 664,373.31
	By	(\$ 53,583.00)	(\$ 3,617.00)	(\$ 57,200.00)
	To	\$ 568,780.76	\$ 38,392.55	\$ 607,173.31

4002AA	SLIN	Est Cost	Fixed Fee	CPFF
Funding	From	\$ 707,901.43	\$ 47,783.35	\$ 755,684.78
	By	(\$ 71,756.00)	(\$ 4,844.00)	(\$ 76,600.00)
	To	\$ 636,145.43	\$ 42,939.35	\$ 679,084.78

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 3 of 7	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

4102AA	SLIN	Est Cost	Fixed Fee	CPFF
Funding	From	\$ 689,794.22	\$46,551.11	\$ 736,355.33
	By	(\$ 13,864.00)	(\$ 936.00)	(\$ 14,800.00)
	To	\$ 675,930.22	\$45,625.11	\$ 721,555.33

4103AA	SLIN	Est Cost	Fixed Fee	CPFF
Funding	From	\$1,268,203.13	\$80,058.73	\$1,348,261.86
	By	(\$ 19,754.00)	(\$ 1,246.00)	(\$ 21,000.00)
	To	\$1,248,449.13	\$78,812.73	\$1,327,261.86

3. Fully Fund SLINs 1103AB, 1104AA, 1104AB, 3103AA, 6002AA, 6003AA and 6103AA as follows:

1103AB	SLIN	Est Cost	Fixed Fee	CPFF
Funding	From	0	0	0
	By	\$ 77,415.00	\$ 4,885.00	\$ 82,300.00
	To	\$ 77,415.00	\$ 4,885.00	\$ 82,300.00

1104AA	SLIN	Est Cost	Fixed Fee	CPFF
Funding	From	\$ 145,455.57	\$ 9,818.25	\$ 155,273.82
	By	\$ 18,689.00	\$ 1,261.00	\$ 19,950.00
	To	\$ 164,144.57	\$11,079.25	\$ 175,223.82

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CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 4 of 7	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

1104AB	SLIN	Est Cost	Fixed Fee	CPFF
Funding	From	0	0	0
	By	\$ 1,546.00	\$ 104.00	\$ 1,650.00
	To	\$ 1,546.00	\$ 104.00	\$ 1,650.00

3103AA	SLIN	Est Cost
Funding	From	\$ 20,000.00
	By	\$ 13,050.00
	To	\$ 33,050.00

6002AA	SLIN	Est Cost
Funding	From	\$ 5,000.00
	By	\$ 16,850.00
	To	\$ 21,850.00

6003AA	SLIN	Est Cost
Funding	From	\$ 20,000.00
	By	\$ 33,000.00
	To	\$ 53,000.00

6103AA	SLIN	Est Cost
Funding	From	\$ 20,000.00
	By	\$ 2,800.00
	To	\$ 22,800.00

4. Under Section F, Period of Performance is hereby

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 5 of 7	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

established as follows for SLINs 1103AB, 1104AB to be 1 Jan 2011 to 31 Dec 2011.

5. Under Section G - Accounting Data, is hereby incorporated as follows:

MOD 10

1103AB            N00024-12-MR-55298            82300.00

LLA :

AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22  
50CH

1104AA            N00024-12-MR-55298            19950.00

LLA :

AD 17 9 1106 27A0 251 67 854 067443 2D M67854 9RCAA 447  
50CH

1104AB            N00024-12-MR-55298            1650.00

LLA :

AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22  
50CH

3103AA            N00024-12-MR-55298            13050.00

LLA :

AC 17 9 1106 27A0 252 67 854 067443 2D M67854 9RCAA 447  
50CH

4001AA            N00024-12-MR-55298            (57200.00)

LLA :

AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22  
50CH

4002AA            N00024-12-MR-55298            (76600.00)

LLA :

AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22  
50CH

4102AA            N00024-12-MR-55298            (14800.00)

LLA :

AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4  
50CH

4103AA            N00024-12-MR-55298            (21000.00)

LLA :

AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4  
50CH

6002AA            N00024-12-MR-55298            16850.00

LLA :

AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 6 of 7	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

50CH

6003AA            N0024-12-MR-55298            33000.00

LLA :

AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22  
50CH

6103AA            N00024-12-MR-55298            2800.00

LLA :

AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4  
50CH

MOD 10 Funding 0.00

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

The Line of Accounting information is hereby changed as follows:

1104AA:

From: AD SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET - ATTACHMENT 3

To: AD 17 9 1106 27A0 251 67 854 067443 2D M67854 9RCAA 447 50CH

3103AA:

From: AC SEE ATTACHED FINANCIAL ACCOUNTING DATA SHEET - ATTACHMENT 3

To: AC 17 9 1106 27A0 252 67 854 067443 2D M67854 9RCAA 447 50CH

4001AA:

From:

To: AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22 50CH

4002AA:

From:

To: AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22 50CH

6002AA:

From:

To: AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22 50CH

6003AA:

From:

To: AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22 50CH

The total amount of funds obligated to the task is hereby increased from \$15,770,728.58 by \$0.00 to \$15,770,728.58.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
1103AB	O&MN,N	0.00	82,300.00	82,300.00

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 7 of 7	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

1104AA	O&MN,N	155,273.82	19,950.00	175,223.82
1104AB	O&MN,N	0.00	1,650.00	1,650.00
3103AA	O&MN,N	20,000.00	13,050.00	33,050.00
4001AA	OTHER	664,373.31	(57,200.00)	607,173.31
4002AA	OTHER	755,684.78	(76,600.00)	679,084.78
4102AA	OTHER	736,355.33	(14,800.00)	721,555.33
4103AA	OTHER	1,348,261.86	(21,000.00)	1,327,261.86
6002AA	OTHER	5,000.00	16,850.00	21,850.00
6003AA	OTHER	20,000.00	33,000.00	53,000.00
6103AA	OTHER	20,000.00	2,800.00	22,800.00

The total value of the order is hereby increased from \$15,770,728.58 by \$169,600.00 to \$15,940,328.58.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
1103AB	0.00	82,300.00	82,300.00
1104AA	155,273.82	19,950.00	175,223.82
1104AB	0.00	1,650.00	1,650.00
3103AA	20,000.00	13,050.00	33,050.00
6002AA	5,000.00	16,850.00	21,850.00
6003AA	20,000.00	33,000.00	53,000.00
6103AA	20,000.00	2,800.00	22,800.00

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 1 of 35	FINAL
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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
1001	Task 1 - Senior Business and Financial Management Support					\$626,235.56
1001AA	Same as CLIN 1001 (O&MN,N)	1.0	LO	\$586,637.53	\$39,598.03	\$626,235.56
1002	Task 2 - Financial Execution Management Support					\$712,305.39
1002AA	Same as CLIN 1002 (O&MN,N)	1.0	LO	\$667,265.00	\$45,040.39	\$712,305.39
1003	TASK 3 - Financial/Contracts Management Support					\$1,236,871.48
1003AA	Same as CLIN 1003 (O&MN,N)	1.0	LO	\$1,163,469.41	\$73,402.07	\$1,236,871.48
1004	Task 4 - Financial/Acquisition Management Support					\$135,580.49
1004AA	Same as CLIN 1004 (O&MN,N)	1.0	LO	\$127,007.49	\$8,573.00	\$135,580.49
1005	Task 5 - Financial Data System Integration					\$176,347.94
1005AA	Same as CLIN 1005 (O&MN,N)	1.0	LO	\$165,197.13	\$11,150.81	\$176,347.94
1101	Option 1 - Task 1 - Senior Business and Financial Management Support					\$645,022.63
1101AA	Same as CLIN 1101 (O&MN,N)	1.0	LO	\$604,236.66	\$40,785.97	\$645,022.63
1102	Option 1 - Financial Execution					\$733,674.55



CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 2 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

	Management Support					
1102AA	Same as CLIN 1102 (O&MN,N)	1.0	LO	\$687,282.95	\$46,391.60	\$733,674.55
1103	Option 1 - TASK 3 - Financial/Contracts Management Support					\$1,354,257.85
1103AA	Same as CLIN 1103 (O&MN,N)	1.0	LO	\$1,196,445.31	\$75,512.54	\$1,271,957.85
1103AB	Same as CLIN 1103 (O&MN,N)	1.0	LO	\$77,415.00	\$4,885.00	\$82,300.00
1104	Option 1 - Task 4.0 Financial/Acquisition Management Support					\$176,873.82
1104AA	Same as CLIN 1104 (O&MN,N)	1.0	LO	\$164,144.57	\$11,079.25	\$175,223.82
1104AB	Same as CLIN 1104 (O&MN,N)	1.0	LO	\$1,546.00	\$104.00	\$1,650.00
1105	Option 1 - Task 5 - Financial Data System Integration Support					\$181,638.37
1105AA	Same as 1105 (O&MN,N)	1.0	LO	\$170,153.04	\$11,485.33	\$181,638.37

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----	-----	-----	-----	-----
3001	ODC Support for CLIN 1001			\$10,000.00
3001AA	Same as CLIN 3001 (TBD)	1.0	LO	\$10,000.00
3002	ODC Support for CLIN 1002			\$5,000.00
3002AA	Same as CLIN 3002 (O&MN,N)	1.0	LO	\$5,000.00
3003	ODC Support for CLIN 1003			\$63,138.79
3003AA	Same as CLIN 3003 (TBD)	1.0	LO	\$63,138.79
3004	ODC Support for			\$5,000.00

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 3 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

CLIN 1004

3004AA	Same as CLIN 3004 (O&MN,N)	1.0	LO	\$5,000.00
3005	ODC Support for CLIN 1005			\$5,000.00
3005AA	Same as CLIN 1005 (TBD)	1.0	LO	\$5,000.00
3101	ODCs in support of CLIN 1101			\$38,807.04
3101AA	Same as CLIN 3101 (O&MN,N)	1.0	LO	\$38,807.04
3102	ODCs in support of CLIN 1102			\$5,000.00
3102AA	ODCs in support of CLIN 1102 (O&MN,N)	1.0	LO	\$5,000.00
3103	ODCs in support of CLIN 1103			\$33,050.00
3103AA	Same as CLIN 1103 (O&MN,N)	1.0	LO	\$33,050.00
3104	ODCs in support of CLIN 1104			\$5,000.00
3104AA	Same as CLIN 3104 (O&MN,N)	1.0	LO	\$5,000.00
3105	ODCs in support oif CLIN 1105			\$5,000.00
3105AA	ODCs in support of SLIN 1105AA (O&MN,N)	1.0	LO	\$5,000.00

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----						
4001	Award Term 1 - Task 1 - Senior Business and Financial Management Support					\$664,373.31
4001AA	Award Term 1 - Task 1 - Senior Business and Financial Management Support (OTHER)	1.0	LO	\$622,363.76	\$42,009.55	\$664,373.31
4002	Award Term 1 -					\$755,684.78

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4486	EH02	10	4 of 35	

	TASK 2 - Financial Execution Management Support					
4002AA	Award Term 1 - TASK 2 - Financial Execution Management Support (OTHER)	1.0	LO	\$707,901.43	\$47,783.35	\$755,684.78
4003	Award Term 1 - TASK 3 - Financial/Contract Management Support					\$1,309,343.24
4003AA	Award Term 1 - TASK 3 - Financial/Contract Management Support (OTHER)	1.0	LO	\$1,231,627.54	\$77,715.70	\$1,309,343.24
4004	Award Term 1 - Task 4 - Financial/Acquisi tion Managment Support					\$189,603.29
4004AA	Award Term 1 - Task 4 - Financial/Acquisi tion Managment Support (OTHER)	1.0	LO	\$177,614.32	\$11,988.97	\$189,603.29
4005	Award Term 1 - Task 5 - Financial Data System Integration					\$187,087.52
4005AA	Award Term 1 - Task 5 - Financial Data System Integration (OTHER)	1.0	LO	\$175,257.63	\$11,829.89	\$187,087.52
4101	Award Term 2 - TASK 1 - Senior Business and Financial Management Support					\$684,304.51
4101AA	Same as CLIN 4101 (OTHER)	1.0	LO	\$641,034.67	\$43,269.84	\$684,304.51
4102	Award Term 2 - TASK 2 - Financial Execution					\$736,355.33

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 5 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

	Management Support					
4102AA	Same as CLIN 4102 (OTHER)	1.0	LO	\$689,794.22	\$46,561.11	\$736,355.33
4103	Award Term 2 - Financial/Contracts Management Support					\$1,348,261.86
4103AA	Same as CLIN 4103 (OTHER)	1.0	LO	\$1,268,203.13	\$80,058.73	\$1,348,261.86
4104	Award Term 2 - Task 4.0 Financial/Acquisition Management Support					\$195,291.39
4104AA	Same as CLIN 4104 (TBD)	1.0	LO	\$182,942.75	\$12,348.64	\$195,291.39
4105	Award Term 2 - Task 5 - Financial Data System Integration Support					\$192,700.15
4105AA	Same as CLIN 4105 (OTHER)	1.0	LO	\$180,515.36	\$12,184.79	\$192,700.15
4201	Award Term 3 - TASK 1 - Senior Business and Financial Management Support					\$704,833.65
4201AA	same as CLIN 4201 (OTHER)	1.0	LO	\$660,265.71	\$44,567.94	\$704,833.65
4202	Award Term 3 - TASK 2 - Financial Execution Management Support					\$718,705.98
4202AA	Same as CLIN 4202 (OTHER)	1.0	LO	\$673,260.87	\$45,445.11	\$718,705.98
4203	Award Term 3 - TASK 3 - Financial/Contracts Management Support					\$1,387,698.39
4203AA	Same as CLIN 4203 (OTHER)	1.0	LO	\$1,305,283.76	\$82,414.63	\$1,387,698.39
4204	Award Term 3 - Task 4.0					\$201,150.12

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 6 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Financial/Acquisition Management Support

4204AA	Same as CLIN 4204 (OTHER)	1.0	LO	\$188,431.03	\$12,719.09	\$201,150.12
4205	Award Term 3 - Task 5 - Financial Data System Integration Support					\$198,481.15
4205AA	Same as CLIN 4205 (OTHER)	1.0	LO	\$185,930.82	\$12,550.33	\$198,481.15

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
-----				
6001	ODCs in support of CLIN 4001			\$10,000.00
6001AA	ODCs in support of CLIN 4001 (OTHER)	1.0	LO	\$10,000.00
6002	ODCs in support of CLIN 4002			\$21,850.00
6002AA	ODCs in support of CLIN 4002 (OTHER)	1.0	LO	\$21,850.00
6003	ODCs in support of CLIN 4003			\$53,000.00
6003AA	ODCs in support of CLIN 4003 (OTHER)	1.0	LO	\$53,000.00
6004	ODCs in support of CLIN 4004			\$5,000.00
6004AA	ODCs in support of CLIN 4004 (OTHER)	1.0	LO	\$5,000.00
6005	ODCs in support of CLIN 4005			\$5,000.00
6005AA	ODCs in support of CLIN 4005 (OTHER)	1.0	LO	\$5,000.00
6101	Other Direct Charges in support of CLIN 4101			\$10,000.00
6101AA	Same as CLIN 6101	1.0	LO	\$10,000.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4486	EH02	10	7 of 35	

(OTHER)

6102	Other Direct Charges in support of CLIN 4102			\$47,000.00
6102AA	Same as CLIN 6102 (OTHER)	1.0	LO	\$47,000.00
6103	Other Direct Charges in support of CLIN 4103			\$22,800.00
6103AA	Same as CLIN 6103 (OTHER)	1.0	LO	\$22,800.00
6104	ODCs in support of CLIN 4104			\$5,000.00
6104AA	Same as CLIN 6104 (OTHER)	1.0	LO	\$5,000.00
6105	ODCs in support of CLIN 4105			\$5,000.00
6105AA	Same as CLIN 6105 (OTHER)	1.0	LO	\$5,000.00
6201	Other Direct Charges in support of CLIN 4201			\$10,000.00
6201AA	same as CLIN 6201 (OTHER)	1.0	LO	\$10,000.00
6202	Other Direct Charges in support of CLIN 4202			\$5,000.00
6202AA	Same as CLIN 6202 (OTHER)	1.0	LO	\$5,000.00
6203	Other Direct Charges in support of CLIN 4203			\$103,000.00
6203AA	Same as CLIN 6203 (OTHER)	1.0	LO	\$103,000.00
6204	ODCs in support of CLIN 4204			\$5,000.00
6204AA	same CLIN 6204 (OTHER)	1.0	LO	\$5,000.00
6205	ODCs in support of CLIN 4205			\$5,000.00
6205AA	Same as CLIN 6205	1.0	LO	\$5,000.00

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 8 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

( OTHER )

NOTE A: Option items are subject to the option clause in SECTION I and are to be supplied only if and to the extent said options are exercised.

NOTE B: A "Lot" is defined as the amount of effort required to perform the Statement of Work requirements within the allotted timeframe of the SLIN.

NOTE C: CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE

This entire contract is cost-type. SLINs in the 1000 and 4000 series are Cost Plus Fixed Fee and SLINs in the 3000 and 6000 series are Cost Reimbursable.

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

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to 6.75% 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.

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 9 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **MRAP Business and Financial Management Statement of Work**

#### **Introduction:**

The Mine Resistant Ambush Protected (MRAP) Vehicle Program is a Joint, ACAT 1D program which is currently the number one Department of Defense priority program. The MRAP Vehicles provide enhanced survivability to Army, Navy, Air Force, Marine Corps and Special Operations Command warfighters deployed in OIF and OEF. The program is currently in the procurement phase and is valued at \$25 Billion in FY07-FY09. The Joint Program Office is led by Marine Corps Systems Command in Quantico, Virginia.

A single source solution for Business and Financial Management support is required as soon as possible to support planning and execution of the Program. Due to the extreme urgency of the program, the execution timeline for all related tasks in support of the program is considerably compressed. This schedule compression and Joint nature of the program are contributors to the extreme complexity of the program. As a result, a team of highly skilled Business and Financial management support personnel experienced with ACAT I program management is required to ensure successful execution of the program.

#### **Background:**

The MRAP JPO is organized into Functional and Vehicle Product teams. The Functional teams include Engineering, Logistics, Testing, Spiral Development, Contracting, and Business and Financial Management (BFM). The Vehicle Product Teams are acquisition teams which manage each of the MRAP Vehicle Prime vendor contracts (currently 7).

The MRAP BFM Functional Team is responsible for the programming, planning, budgeting and execution of Joint Service funding to ensure accomplishment of MRAP Program mission goals and strategic objectives. The MRAP JPO BFM Team organizational structure enables separate and simultaneous detailed management focus on the Joint funding accounts and on each MRAP product.

#### **CONFLICT OF INTEREST**

The Organizational Conflicts of Interest clause is invoked and in accordance with HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) as referenced in Section



CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 10 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

C of the SEAPORT Enhanced Multiple Award Indefinite Delivery/Indefinite Quantity (IDIQ) contract, as it pertains to MRAP JPO.

## **SECURITY REQUIREMENTS**

The contractor shall ensure that its personnel are U.S. citizens. Access to classified information, U.S Marine Corps spaces and facilities, will be required, up to and including SECRET. All contractor employees shall have a current SECRET clearance.

## **Support Requirements**

The MRAP JPO BFM team is in need of a dedicated, highly experienced and competent support team to provide Business, Financial and Data system management. Due to the critical, urgent MRAP program mission, it is essential that this support team be initiated and activated as quickly as possible. The attached matrix provides the Government BFM Team Organization, a notional Support team organization, related personnel requirements and associated support tasks/responsibilities. Support is required in the following areas:

### **1.0 Senior Business and Financial Management Support**

The Government Assistant Program Manager (APM) for Business and Financial Management leads the entire Joint BFM team effort to ensure successful programming, planning, budgeting and execution of all financial resources. The APM interfaces with all levels of Marine Corps, Army, Air Force, Navy, SOCOM, OSD and Congressional personnel to ensure success of the program. The APM promulgates JPO financial policies and processes across the JPO, ensuring adherence to fiscal laws and policies. The APM is responsible for the preparation and submittal of all cost related ACAT I documents such as CARD, LCCE, ICE, SAR and DAES (note: effort for development of these documents is not included in this RFP). The APM is responsible for audits, RFI/QFRs, Q&As, Media inquiries and financial reporting for the program. The Deputy APM/BFM provides assistance to the APM in all above areas and is also responsible for the successful detailed financial execution of the entire program. The DAPM manages execution processes and team efforts, and interfaces with Marine Corps, Army, Air Force, Navy and SOCOM financial managers in this regard. Senior Level Business and Financial Management support is required to assist the APM/BFM and the DAPM/BFM in above areas as well as the following:

Conduct research and submit summaries of relevant Congressional activity

Provide inputs to Monthly Congressional Reports

Assist with the development and coordination of Briefings & Hearings

Assist with QFR, RFI and Testimony Response Coordination

Assist with the coordination and monitoring of Joint Budget Issues

Research and provide expert advice on top level DoD financial processes to achieve program goals

Provide support for interpretation of funding policies and budget execution guidelines

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 11 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Provide input/Coordinate Joint Budget Exhibit preparation

Provide input/Coordinate Joint Cost Estimates

Assist with POM/PR Management

Coordinate Supplemental Funding Requirement Submissions

Assist with Joint Fiscal Severability Management

Assist with Program Audits and Taskers

Coordinate Military Equipment Valuation Submissions

Assist with determining BFM team issues and recommend improvements to financial processes

Prepare Financial process charts

Prepare and update top level budget status summaries and graphs

Monitor MRAP invoices to ensure that invoices are approved in a timely manner

Assist with coordination of BFM Team staff meetings and agendas

Prepare and Participate MRAP Prime Vendor In-Process Reviews

Provide inputs to MRAP Program Management Reviews

Prepare/maintain/submit graphs/charts/summaries of Program financial data

Assist with JPO BFM Team Management/Administration

Assist with administrative functions such as maintenance of action item reports and calendars

Prepare Org Charts, View Graphs, Summaries

Provide Administrative support for Cost IPT meetings (monthly)

Provide Administrative support for Joint Financial Management Conferences (bi-weekly)

## **2.0 Financial Execution Management Support**

The Government Procurement Fiscal Manager and the RDT&E/O&M Fiscal Manager ensure appropriate budgeting, spend planning, execution and closeout of associated Joint funding accounts. The Fiscal Managers interface with Marine Corps, Army, Air Force, Navy and SOCOM financial managers and executing field activities to ensure timely and proper financial management across the MRAP enterprise. Financial Execution Management Support is required in the above areas as well as the following:

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 12 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Assist top level financial management of all Joint MRAP funding accounts

Prepare and update program Joint level funding status reports, graphs, charts, summaries

Coordinate Program Spend plans

Provide input to Joint Cost Estimates

Assist with Joint Appropriation and Funding Account Tasker responses (ie Midyear)

Prepare and track Joint program funding document requests

Update and reconcile Joint Financial Execution Report Commitment, Obligation and Expenditure data

Identify and resolve Joint financial data system issues

Interface with Activities for Joint Funding Document Acceptance, Obligation and Closure data

Report status of Joint financial commitments, obligation and expenditures in approved formats

Prepare and track Joint MRAP Program travel orders and associated reports

Identify and resolve MRAP Program travel issues

Manage and monitor Joint Financial Closeout status and prepare related reports

Interface with RDT&E field activities to track expenditures

Assist with Joint funding document management

Assist with reporting status of Joint Service funding

Assist with Joint Fiscal Severability management

Perform administrative actions relating to financial execution of Joint funding

Prepare Draft funding documents

Maintain Funding Document Binders

### **3.0 Financial/Contracts Management Support**

A group of Government Vehicle Financial Managers support each Vehicle Prime Vendor Product team across the JPO. Their mission is to ensure timely and accurate planning, execution, obligation, contractual management, invoicing and payment of all funding required for their assigned MRAP Vehicle contracts. They interface with their assigned MRAP Vehicle Product Teams and Prime Vendors. Financial/Contracts Management support is required to assist the Vehicle Financial Managers in the above areas as well as the following:

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 13 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Assist with Prime Vendor Requirement Definition

Provide Task Tracking/Issue Status Reports

Prepare for Prime Vendor IPRs, IPTs, Team Meetings

Assist with Joint Spend planning

Prepare draft Joint PR Builder Funding Documents

Track and monitor Contract Awards

Prepare and Update Joint Contract Summaries and Reports

Identify and Recommend resolutions to Contract Financial Issues

Prepare Invoice status reports

Monitor and track the processing of invoices in accordance with contract requirements

Identify and Recommend resolutions to Invoice issues

Assist with Contract Joint Fiscal Severability Management

Monitor and Provide WAWF/EDA/MOCAS Reports

Identify and Recommend resolutions to Joint Payment/Liquidation Issues

Assist with interface with DCMA, DFAS and Vendors to monitor, track and resolve related issues.

Maintain Contract Binders

Perform related administrative functions

#### **4.0 Financial/Acquisition Management Support**

The GFE Financial Manager is responsible for the budgeting, planning, execution and acquisition management of each Service unique GFE package. The GFE FM is functionally assigned to assist the JPO GFE Manager and interfaces with the Marine Corps, Army, Air Force, Navy and SOCOM GFE Acquisition teams to ensure that the appropriate GFE items are procured and delivered on time to meet each Joint vehicle delivery. The GFE Manager is also responsible for other non-MRAP Vehicle related IED Detection Systems procured for the Marine Corps such as Gyrocam and Z-Backscatter Vans. Financial Acquisition Management support is required to assist the GFE Financial Manager in the above areas as well as the following:

Assist with Joint GFE Requirement Definition, Cost Estimating and Budget Definition

Prepare and update Joint GFE Financial Status Reports

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 14 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Track and report Joint GFE Acquisition status

Participate in Joint GFE IPTs/IPRs

Draft Joint Funding Documents

Monitor and report Joint GFE Contract Status

## **5.0 Financial Data System Integration**

A small team of data system experts (ie programmers) is required to streamline MRAP financial data management and reporting. This will involve the automation and integration of financial data and associated management reports from several Government financial database system such as SABRS, WAWF, EDA, and MOCAS. This effort will make MRAP financial data analysis more efficient and effective. Efforts will include:

Research and identify financial systems from which relevant data may be automatically downloaded

Research and identify data relationships and links between data from systems

Create financial management reports from tables of linked and related financial data

Research, identify and resolve data and data system inconsistencies

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 15 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

Section D - Packaging and Marking shall be in accordance with IDIQ contract.

Reports shall be addressed to the TOM identified in SECTION G of this Task Order.

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 16 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

Section E - Inspection and Acceptance shall be in accordance with the IDIQ contract.

The TOM identified in SECTION G shall be responsible for inspection and acceptance unless this authority is delegated to the cognizant Administration office.

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 17 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

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

1001AA	3/4/2008 - 3/3/2009
1002AA	3/4/2008 - 3/3/2009
1003AA	3/4/2008 - 3/3/2009
1004AA	3/4/2008 - 3/3/2009
1005AA	3/4/2008 - 3/3/2009
1101AA	1/1/2009 - 12/31/2010
1102AA	1/1/2009 - 12/31/2010
1103AA	1/1/2009 - 12/31/2010
1103AB	1/1/2011 - 12/31/2011
1104AA	1/1/2009 - 12/31/2010
1104AB	1/1/2011 - 12/31/2011
1105AA	1/1/2009 - 12/31/2010
3001AA	3/4/2008 - 3/3/2009
3002AA	3/4/2008 - 3/3/2009
3003AA	3/4/2008 - 3/3/2009
3004AA	3/4/2008 - 3/3/2009
3005AA	3/4/2008 - 3/3/2009
3101AA	1/1/2009 - 12/31/2010
3102AA	1/1/2009 - 12/31/2010
3103AA	1/1/2009 - 12/31/2010
3104AA	1/1/2009 - 12/31/2010
3105AA	1/1/2009 - 12/31/2010
4001AA	9/30/2009 - 9/29/2010
4002AA	9/30/2009 - 9/29/2010
4003AA	9/30/2009 - 9/29/2010
4004AA	9/30/2009 - 9/29/2010
4005AA	2/1/2011 - 1/31/2012
4101AA	1/24/2011 - 1/31/2012
4102AA	1/24/2011 - 1/31/2012
4103AA	6/1/2010 - 5/31/2011
4104AA	6/1/2010 - 5/31/2011
4105AA	6/1/2010 - 5/31/2011
4201AA	1/24/2011 - 1/23/2012
4202AA	1/24/2011 - 1/23/2012
4203AA	1/24/2011 - 1/23/2012
4204AA	1/24/2011 - 1/23/2012
4205AA	1/24/2011 - 1/23/2012
6001AA	9/30/2009 - 9/29/2010



CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4486	EH02	10	18 of 35	

6002AA	9/30/2009 - 9/29/2010
6003AA	2/1/2011 - 1/31/2012
6004AA	9/30/2009 - 9/29/2010
6005AA	9/30/2009 - 9/29/2010
6101AA	6/1/2010 - 5/31/2011
6102AA	6/1/2010 - 5/31/2011
6103AA	6/1/2010 - 5/31/2011
6104AA	6/1/2010 - 5/31/2011
6105AA	6/1/2010 - 5/31/2011
6201AA	1/24/2011 - 1/23/2012
6202AA	1/24/2011 - 1/23/2012
6203AA	1/24/2011 - 1/23/2012
6204AA	1/24/2011 - 1/23/2012
6205AA	1/24/2011 - 1/23/2012

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 19 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDER MANAGER\*

Ms. Michelle Cresswell  
Director of Business and Finance,  
MRAP Joint Program Office  
Marine Corps Systems Command  
ofc: 703-432-3569

e-mail: [michelle.cresswell@usmc.mil](mailto:michelle.cresswell@usmc.mil)

\*The TOM is considered the COR for the purposes of this Task Order.

### **252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (MAY 2006)**

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dod.mil/dfas/>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

*(End of clause)*

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 20 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## USMC WIDE AREA WORKFLOW IMPLEMENTATION (AUG 2006)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUEST (JAN 2004)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <https://wawf.eb.mil> site. The USMC WAWF-RA point of contact (POC) for this contract is Ms. Michelle Cresswell, and can be reached at telephone number (703) 703-432-3569; email address [michelle.cresswell@usmc.mil](mailto:michelle.cresswell@usmc.mil).

When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions: The Contracting Office provides the following to assist the contractor with entering data in WAWFRA, as follows:

Contract Number N00178-05-D4486

Delivery Order EH02

Cage Code/Ext 0ZB23  
Pay DoDAAC HQ0338

Issue Date Refer to Page 1, Block #3 -03/03/2008

Issue By DoDAAC N00024

Admin By DoDAAC S2404A

Ship To Code/Ext M67854

Ship From Code/Ext (Normally leave Blank)

LPO DoDAAC "Leave Blank" (Instruct the contractor to leave blank unless Navy

Pay Office.  
If so, insert correct LPO DoDAAC)

Acceptor Email Address:Michelle Cresswell, [michelle.cresswell@usmc.mil](mailto:michelle.cresswell@usmc.mil)

Inspect By DoDAAC/Ext M67854  
(Instruct the contractor to leave blank unless inspected at Source-then the source inspection DoDAAC should be entered which is normally a DCMA DoDAAC)

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 21 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

In some situations the WAWF-RA system will pre-populate the "Issue By DoDAAC", "Admin By DoDAAC" and "Pay DoDAAC". Contractor shall verify those DoDAACs automatically entered by the WAWF-RA system match the above information. If these DoDAACs do not match, then the contractor shall correct the field(s) and notify the Contracting Officer of the discrepancy (ies). Step by step WAWF-RA invoicing procedures for "Combo," "2-in-1," and "Cost Voucher" are available at the USMC paperless site at <http://www.marcorsyscom.usmc.mil/sites/pa/> under "Vendor Interface" section. On the Vendor Interface page click on "WAWF-RA" header at the top of the page. Under downloads on the WAWF-RA page that appears, click the appropriate document either "Combo," "2-in-1," or "Cost Voucher" to download the instructions.

NOTE TO CONTRACTOR: Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the acceptor's/receiver's email address (Note this address is their work email address not their WAWF-RA organizational email address) 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 the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system. NOTE: The POCs identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract to whom questions are to be addressed.

*(End of clause)*

Accounting Data		
SLINID	PR Number	Amount
-----		
MOD 02		
1101AA	N0002409MR55419	645022.63
LLA :		
AD See Attached Financial Accounting Data Sheet - Attachment 3		
Standard Number: M6785409RCAA447AA		
1102AA	N0002409MR55419	733674.55
LLA :		
AD See Attached Financial Accounting Data Sheet - Attachment 3		
Standard Number: M6785409RCAA447AA		
1103AA	N0002409MR55419	1271957.85
LLA :		
AD See Attached Financial Accounting Data Sheet - Attachment 3		
Standard Number: M6785409RCAA447AA		
1104AA	N00024-12-MR-55298	184080.86
LLA :		
AD 17 9 1106 27A0 251 67 854 067443 2D M67854 9RCAA 447 50CH		
1105AA	N0002409MR55419	181638.37
LLA :		
AD See Attached Financial Accounting Data Sheet - Attachment 3		
Standard Number: M6785409RCAA447AA		
3101AA	N0002409MR55419	10000.00
LLA :		
AC See Attached Financial Accounting Data Sheet - Attachment 3		
Standard Number: M6785409RCAA447AA		
3102AA	N0002409MR55419	5000.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4486	EH02	10	22 of 35	

LLA :  
AC See Attached Financial Accounting Data Sheet - Attachment 3  
Standard Number: M6785409RCAA447AA

3103AA N00024-12-MR-55298 20000.00  
LLA :  
AC 17 9 1106 27A0 252 67 854 067443 2D M67854 9RCAA 447 50CH

3104AA N0002409MR55419 5000.00  
LLA :  
AC 1701804 5U7N 252 00039 0 050120 2D 000000 000000180916  
Standard Number: M6785409RCAA447AA

3105AA N0002409MR55419 5000.00  
LLA :  
AC See Attached Financial Accounting Data Sheet - Attachment 3  
Standard Number: M6785409RCAA447AA

MOD 02 Funding 3061374.26  
Cumulative Funding 3061374.26

MOD 04

1004AA N0002408NR55040 (43138.79)  
LLA :  
AB See Attached Financial Accounting Data Sheet - Attachment 2  
Standard Number: M6785408MPAW102AA

1104AA N00024-12-MR-55298 (28807.04)  
LLA :  
AD 17 9 1106 27A0 251 67 854 067443 2D M67854 9RCAA 447 50CH

3003AA N0002408NR55040 43138.79  
LLA :  
AA See Attached Financial Accounting Data Sheet - Attachment 2  
Standard Number: M6785408MPAW102AA

3101AA N0002409MR55419 28807.04  
LLA :  
AC See Attached Financial Accounting Data Sheet - Attachment 3  
Standard Number: M6785409RCAA447AA

MOD 04 Funding 0.00  
Cumulative Funding 3061374.26

MOD 05 Funding 0.00  
Cumulative Funding 3061374.26

MOD 06

4101AA N0002410MR55589.00 684304.51  
LLA :  
AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH  
Standard Number: M6785410RCAADN4 AA

4102AA N00024-12-MR-55298 778355.33  
LLA :  
AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH

4103AA N00024-12-MR-55298 1348261.86  
LLA :  
AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH

4104AA N0002410MR55589.00 195291.39  
LLA :  
AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH  
Standard Number: M6785410RCAADN4 AA

4105AA N0002410MR55589.00 192700.15  
LLA :  
AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH  
Standard Number: M6785410RCAADN4 AA

6101AA N0002410MR55589.00 10000.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4486	EH02	10	23 of 35	

LLA :  
AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH  
Standard Number: M6785410RCAADN4 AA

6102AA N0002410MR55589.00 5000.00  
LLA :  
AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH  
Standard Number: M6785410RCAADN4 AA

6103AA N0002410MR55589.00 20000.00  
LLA :  
AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH  
Standard Number: M6785410RCAADN4 AA

6104AA N0002410MR55589.00 5000.00  
LLA :  
AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH  
Standard Number: M6785410RCAADN4 AA

6105AA N0002410MR55589.00 5000.00  
LLA :  
AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH  
Standard Number: M6785410RCAADN4 AA

MOD 06 Funding 3243913.24  
Cumulative Funding 6305287.50

MOD 07

4102AA N00024-12-MR-55298 (42000.00)  
LLA :  
AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH

6102AA N0002410MR55589.00 42000.00  
LLA :  
AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH  
Standard Number: M6785410RCAADN4 AA

MOD 07 Funding 0.00  
Cumulative Funding 6305287.50

MOD 08

4201AA N0002411MR55223 704833.65  
LLA :  
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4202AA N0002411MR55223 801705.98  
LLA :  
AG17111061A2A252678540674432DM678541RCAA48750LS

4203AA N0002411MR55223 1387698.39  
LLA :  
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4204AA N0002411MR55223 201150.12  
LLA :  
AG17111061A2A252678540674432DM678541RCAA48750LS

4205AA N0002411MR55223 198481.15  
LLA :  
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6201AA N0002411MR55223 10000.00  
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AG17111061A2A252678540674432DM678541RCAA48750LS

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LLA :  
AG17111061A2A252678540674432DM678541RCAA48750LS

6203AA N0002411MR55223 20000.00  
LLA :  
AG17111061A2A252678540674432DM678541RCAA48750LS

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-05-D-4486	EH02	10	24 of 35	

6204AA N0002411MR55223 5000.00  
 LLA :  
 AG17111061A2A252678540674432DM678541RCAA48750LS

6205AA N0002411MR55223 5000.00  
 LLA :  
 AG17111061A2A252678540674432DM678541RCAA48750LS

MOD 08 Funding 3338869.29  
 Cumulative Funding 9644156.79

MOD 09

4202AA N0002411MR55563 (83000.00)  
 LLA :  
 AG17111061A2A252678540674432DM678541RCAA48750LS  
 Standard Number: M6785411RCAA487 AA

6203AA N0002411MR55563 83000.00  
 LLA :  
 AG17111061A2A252678540674432DM678541RCAA48750LS  
 Standard Number: M6785411RCAA487 AA

MOD 09 Funding 0.00  
 Cumulative Funding 9644156.79

MOD 10

1103AB N00024-12-MR-55298 82300.00  
 LLA :  
 AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22 50CH

1104AA N00024-12-MR-55298 19950.00  
 LLA :  
 AD 17 9 1106 27A0 251 67 854 067443 2D M67854 9RCAA 447 50CH

1104AB N00024-12-MR-55298 1650.00  
 LLA :  
 AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22 50CH

3103AA N00024-12-MR-55298 13050.00  
 LLA :  
 AC 17 9 1106 27A0 252 67 854 067443 2D M67854 9RCAA 447 50CH

4001AA N00024-12-MR-55298 (57200.00)  
 LLA :  
 AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22 50CH

4002AA N00024-12-MR-55298 (76600.00)  
 LLA :  
 AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22 50CH

4102AA N00024-12-MR-55298 (14800.00)  
 LLA :  
 AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH

4103AA N00024-12-MR-55298 (21000.00)  
 LLA :  
 AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH

6002AA N00024-12-MR-55298 16850.00  
 LLA :  
 AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22 50CH

6003AA N0024-12-MR-55298 33000.00  
 LLA :  
 AE 17 9 1106 27A0 250 67 854 067443 2D M67854 9RCAA H22 50CH

6103AA N00024-12-MR-55298 2800.00  
 LLA :  
 AF 17 0 1106 27A0 252 67 854 067443 2D M67854 0RCAA DN4 50CH

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 25 of 35	FINAL
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MOD 10 Funding 0.00

Cumulative Funding 9644156.79



CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 26 of 35	FINAL
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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 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	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	ALLOTTED TO AWARD FEE	CPFF	M/HS	EST. POP
4001AA	568,780.76	38,392.55	0.00	607,173.31	0.00	09/30/2009 - 09/29/2010
4002AA	636,145.43	42,939.35	0.00	679,084.78	0.00	09/30/2009 - 09/29/2010
4102AA	675,930.22	45,625.11	0.00	721,555.33	0.00	01/24/2011 - 01/31/2012
4103AA	1,248,449.13	78,812.73	0.00	1,327,261.86	0.00	06/01/2010 - 05/31/2011

(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) 1001AA, 1002AA, 1003AA, 1004AA, 1005AA, 1101AA, 1102AA, 1103AA, 1103AB, 1104AA, 1104AB, 1105AA, 3001AA, 3002AA, 3003AA, 3004AA, 3005AA, 3101AA, 3102AA, 3103AA, 3104AA, 3105AA, 4003AA, 4004AA, 4005AA, 4101AA, 4104AA, 4105AA, 4201AA, 4202AA, 4203AA, 4204AA, 4205AA, 6001AA, 6002AA, 6003AA, 6004AA, 6005AA, 6101AA, 6102AA, 6103AA, 6104AA, 6105AA, 6201AA, 6202AA, 6203AA, 6204AA, 6205AA are fully 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 (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

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 27 of 35	FINAL
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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.

**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.

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**AWARD TERM CLAUSE**

In addition to the terms set forth elsewhere in the contract, the contractor may earn award term periods. This task order includes a base period, an option period, and three award term periods. If scores are sufficient during the base period, the contractor earns the first award term period; if scores are sufficient during the option period, the contractor earns award term 2; if scores are sufficient during the award term 1, the contractor earns award term 3.

(a) Award Term

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 28 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The award-term concept is an incentive that permits extension of the contract beyond the base and first option periods of performance for superior performance.

(b) Term Points

Points are awarded during each evaluation period on the basis of the contractor's performance. For each evaluation period, the award term plan specifies a minimum number of points that are required for a term extension. If at any point, an extension is not earned, the contractor will be ineligible for all future extensions.

(c) Monitoring of Performance

The Award Term Review Board (ATRB) will continually monitor the contractor's performance. The ATRB recommends an award term to the TDO, who makes the final decision on the award-term amount on the basis of the contractor's performance during the award-term evaluation period.

(d) Award-Term Plan

The evaluation criteria, the associated points, and the associated award-term extensions are specified in the award-term plan.

(e) Modification of Award-Term Plan

Changes may be made to the award-term plan at any time during contract performance, provided that both parties agree to them. If agreement cannot be reached on changes, the initial award-term plan remains in effect.

(f) Self-Evaluation

The contractor will submit to the 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 10 pages. It will be used in the ATRB's evaluation of the contractor's performance during this period.

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 29 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(g) Disputes

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

(h) Award-Term Extension

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

(i) Necessary Condition Precedent:

(1) Fair and Reasonable Price as 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.

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 30 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 31 of 35	FINAL
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## 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, members, and the Contracting Officer.

### 3.0 Responsibilities

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

b. Award-Term Review Board Chairperson. The ATRB chairperson chairs the meetings of the ATRB. The ATRB chairperson briefs the TDO on recommended earned term amounts and the contractor's overall performance and

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 32 of 35	FINAL
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recommends any award-term plan changes to the TDO.

c. Award-Term Review Board. ATRB members review the contractor's performance, consider all information from pertinent sources, and arrive at the earned award-term points recommendation to be presented to the TDO. The ATRB will also recommend any necessary changes to this plan.

e. Contracting Officer. The contracting officer is the liaison between contractor and government personnel. Subsequent to the TDO decision, the Contracting Officer modifies the Task Order period of performance, if necessary, to reflect the decision.

#### 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 in the award term clause. A score of 85 points is required for a single award term extension.

b. Evaluation Criteria. If the Contracting Officer 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. The evaluation criteria and weighting that will be used if no further criteria is provided is as follows:

Quality of Work /Schedule: 45%

Cost Performance: 35%

Organization and Management: 20%

Unsatisfactory Performance: ( Award Term Points: 0 – 40):

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.

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 33 of 35	FINAL
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Satisfactory Performance: (Award Term Points: 41-80):

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.

Excellent Performance (Award Term Points: 81-100):

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, meeting subcontracting percentage goals as identified in initial proposal submittal 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.

c. End-of-Period Evaluation: The contractor presents its self-assessment to the contracting officer within 5 working days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance. The self-assessment may not exceed 10 pages. The ATRB submits its evaluation to the TDO 25 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 contracting officer issues a contract modification within 15 calendar days after the TDO's decision is made authorizing an award extension.

#### 5.0 Award-Term Plan Change Procedure

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



CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 34 of 35	FINAL
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## **SECTION I CONTRACT CLAUSES**

In accordance with those contained in the Seaport E Multiple Award Contract (MAC) issued under solicitation N00178-06-D-4000.

CONTRACT NO. N00178-05-D-4486	DELIVERY ORDER NO. EH02	AMENDMENT/MODIFICATION NO. 10	PAGE 35 of 35	FINAL
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## **SECTION J LIST OF ATTACHMENTS**

- Attachment 1 - DD254 Contract Security Classification Specification
- Attachment 2 - Award Financial Accounting Data (FAD) Sheet in the amount of \$2,975,479.65
- Attachment 3, FAD for Mod 02, \$3,061,374.26 ,Option 1
- Attachment 4, FAD for Mod 04, \$0
- Attachment 5, FAD for Mod 05, \$3,151,092.14
- Attachment 6 - FAD for Mod 06, \$3,243,913.24
- Attachment 7: Financial Accounting Data Sheets for Modification 7
- Attachment 8: Financial Accounting Data Sheets for Modification 8
- Attachment 9: Financial Accounting Data Sheet for Modification 9