

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-04-D-4137	2. DELIVERY ORDER NO. EH01	3. EFFECTIVE DATE 09/01/2005	4. PURCHASE REQUEST NO. N00024-05-NR-55036
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5. ISSUED BY Naval Sea Systems Command (NAVSEA) Patricia Watchorn 02652W BUILDING 197, ROOM 5w-2730 1333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD, DC 20376-2040 patricia.watchorn@navy.mil 202-781-2207 Ext.	CODE N00024	6. ADMINISTERED BY NSWC, DAHLGREN DIVISION 17320 Dahlgren Road Dahlgren, VA 22448-5100	CODE N00178
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7. CONTRACTOR TWD & Associates, Inc 4401 Ford Avenue, Suite 300 Alexandria, VA 22302 TIN:	CODE OTKN1	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Charleston Vendor Pay Code FP P.O. Box 118054 Charleston, SC 29423-8054	CODE N68892
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

TWD & Associates, Inc

Larry Besterman,
President

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA See Section G
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15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Joann M. Vitek CONTRACTING/ORDERING OFFICER	09/01/2005	22. TOTAL \$25,000
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

0001 \$2,208,552

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AA	Base Year, Task 5, PEO LMW Chief Information Officer Support Services (TBD) Option		1.0 Lot	\$425,799	\$25,548	\$451,347

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AB	Base Year, Task 5, CIO Support Services (O&MN) (O&MN,N)		1.0 Lot	\$23,585	\$1,415	\$25,000

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AK	Base Year, Task 5, SURGE, PEO LMW Chief Information Officer Support Services. See Note A. (TBD) Option		1.0 Lot	\$44,938	\$2,696	\$47,634

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001BA	Option Year 1, Task 5, PEO LMW Chief Information Officer Support Services. See Note A. (TBD) Option		1.0 Lot	\$465,113	\$27,907	\$493,020

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001BK	Option Year 1, Task 5, SURGE, PEO LMW Chief Information Officer Support Services. See Note A. (TBD) Option		1.0 Lot	\$46,511	\$2,791	\$49,302

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001CA	Award Term 1, Task 5, PEO LMW Chief Information Officer Support Services. See Note A. (TBD) Option		1.0 Lot	\$481,392	\$28,883	\$510,275

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001CK	Award Term 1, Task 5, SURGE, PEO LMW Chief Information Officer Support Services. See Note A. (TBD) Option		1.0 Lot	\$48,139	\$2,888	\$51,027

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001DA	Award Term 2,		1.0 Lot	\$498,240	\$29,894	\$528,134

Task 5, PEO LMW
Chief Information
Officer Support
Services. See
Note A. (TBD)
Option

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001DK	Award Term 2, Task 5, SURGE, PEO LMW Chief Information Officer Support Services. See Note A. (TBD) Option		1.0 Lot	\$49,824	\$2,989	\$52,813

For Cost Type Items:

0004 \$601,282

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0004BA	Award Term 3, Task 5, PEO LMW Chief Information Officer Support Services. See Note A. (TBD) Option		1.0 Lot	\$515,679	\$30,941	\$546,620

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
0004BK	Award Term 3, Task 5, SURGE, PEO LMW Chief Information Officer Support Services. See Note A. (TBD) Option		1.0 Lot	\$51,568	\$3,094	\$54,662

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 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.

SECTION C DESCRIPTIONS AND SPECIFICATIONS

1.0 INTRODUCTION

In July 1992 the Navy realigned functions between the Naval Sea Systems Command and its affiliated PEOs and DRPMs to form the PEO for Mine Warfare. Subsequent re-organization resulted in the formation of PEO Mine and Undersea Warfare. On 1 November 2002, ASN (RD&A) expanded the role of PEO MUW to include EOD, Special Warfare, IUSS, unique Mine Warfare systems, and, potentially, Assault Vehicles and changed the title to PEO Littoral and Mine Warfare. This decision was based on new direction to the PEO to focus on the entire littoral challenge and to deliver a coherent response to operational requirements in that region.

PEO LMW supports the Office of the Secretary of Defense in executing the requirements of the Department of the Navy and the Joint Services for the following support areas: Engineering, Logistics, Acquisition, and Business/Financial Management. PEO LMW programs cover a multiplicity of acquisition programs for systems required by one or more of the Military services (Army, Marine Corps, Navy, and Air Force).

2.0 BACKGROUND

The Littoral battle space is a challenging environment requiring a complex mix of systems and technologies. PEO LMW is a “capabilities based” PEO and is focused on bringing capability to the Littoral battle space. PEO LMW is on the front lines of both the current war on terror and building the Navy of tomorrow. Accordingly the PEO requires the close coordination of efforts among and between the PEO’s Program Managers to present a Littoral and Mine Warfare perspective with the capability to integrate efforts among and between all programs and Program Offices. PEO LMW is composed of the following Program Offices and systems.

- a. PMS495. Mine Warfare Systems are comprised of all of all Navy mining as well as the Surface Mine Countermeasures (MCM), subsurface MCM, Airborne Mine Defense, and Amphibious Mine Countermeasures systems and equipments that are involved in: mine/obstacle surveillance, detection, localization, classification and neutralization; launchers, handling, stowage, transportation and control equipment; related communications, command and control unique to MCM; beach and lane marking; precision navigation systems unique to MCM; sea mines, sea mine launch accessories, training mines; data processing and display for each system as appropriate; system specific support and training equipment and test equipment.
- b. PMS480. The Anti-Terrorism Afloat Systems encompass the total life cycle management of Anti-Terrorism Afloat and Anti-Terrorism Expeditionary systems and equipment. The program consists of the planning, direction and integration of effort relating to the definition, development, test and evaluation, acquisition, maintenance, logistic support, and in-service engineering of anti-terrorism afloat systems.
- c. PMS485. The Maritime Surveillance Systems encompass the Advanced Deployable System (ADS), Fixed Surveillance System (FSS) and Surveillance Towed Array Sensor System (SURTASS) programs that are involved in target surveillance, detection, classification and localization of threat submarines and other Targets of Interest (TOIs) in littoral regions and open ocean areas of national interest. FSS and SURTASS provide acquisition and life cycle support for FSS underwater and SURTASS mobile systems; shore data processing systems; communications, command and control and collection of long-term oceanographic and undersea geological information. Advanced Deployable System (ADS) is developing an undersea surveillance capability in order to rapidly deploy a wide area, littoral water, self powered undersea surveillance capability.
- d. PMS403. Unmanned Undersea Vehicles (UUVs) encompass those unmanned undersea systems, both tethered and non-tethered, which can operate independently from or in concert with submarines and surface ships. Mission roles include search, detection and classification; weapon targeting and placement; countermeasures; communications; mapping; intelligence collection; component implantment, servicing and recovery; special warfare/EOD support; surveillance and other related activities
- e. PMS408. The Explosive Ordnance Disposal (EOD) systems encompass those systems used to detect/locate, access, examine, identify, render safe and/or dispose of surface and underwater explosive ordnance as well as system specific support and training/test equipment. Four major program areas where these responsibilities are exercised are:

- Joint Service Explosive Ordnance Disposal Programs
- Navy Underwater Explosive Ordnance Disposal Programs
- Marine Mammal Systems
- Very Shallow Water Mine Countermeasures Programs

f. PMS420. The Littoral Combat Ship (LCS) Mission Modules encompass warfare specific mission modules that are integrated together to provide Mission Package capability to the LCS. Each package will consist of all equipment, systems and personnel needed to operate and maintain combat capability for a specific mission. These Missions include Mine Warfare, Anti Surface Warfare, and Anti-Submarine Warfare.

g. PMS340. The Naval Special Warfare (NSW) systems encompass equipment associated with special operations maritime support of fleet operations; SEAL diver life support; SEAL Delivery Vehicles (SDV); NSW Mine Countermeasures (NSW MCM); SEAL night vision and electro-optic systems; Navy Premeditated Personnel Parachuting (P3) equipment; Navy Small Arms; SEAL Special Programs; SEAL combat search and rescue (CSAR) equipment; SEAL weapons and ordnance systems; maritime equipment and systems in support of the Joint Special Operations Command (JSOC); and other joint maritime Special Operations programs. The systems are generally are non-conventional in nature, clandestine in character and include the responsibility for: hydrographic reconnaissance, coastal and riverine interdiction, intelligence collection, direct action and special operations missions.

3.0 Scope. PEO LMW is assigned acquisition and life cycle responsibility and management accountability for all assigned programs. The current primary programs are listed below. In addition to the program offices and programs currently managed within PEO LMW it is the intent that this statement of work will apply to any future organizations or program assigned to the PEO.

- Unmanned Undersea Vehicles (PMS403)

Long Term mine Reconnaissance System (LMRS)

Mission Reconfigurable Unmanned Undersea Vehicle (MRUUV)

Advanced Unmanned Undersea Vehicle (ADUUV)

Battle Space Preparation Autonomous Vehicle (BPAUV)

- Littoral Combat Ship Mission Modules (PMS420)

Mine Warfare Mission Module

Surface Warfare Mission Module

Anti-Submarine Warfare Mission Module

- Anti-Terrorism/Force Protection (PMS480)

Shipboard Protection System (SPS)

Naval Coastal Warfare (NCW)

Anti-Terrorism/Vessel Boarding Search and Seizure Tools and Equipment

- Maritime Surveillance (PMS485)

Surveillance Towed Array Sensor System (SURTASS)

Fixed Surveillance Systems (FSS)

Advanced Deployable system (ADS)

- Mine Warfare (PMS495)

AN/AQS-20A Sonar Mine Detection Set

AN/AES-1 Airborne Laser Mine Detection System (ALMDS)

AN/WLD-1(V)1 Remote Mine hunting System (RMS)

AN/ASQ-235 Airborne Mine Neutralization System (AMNS)

AN/ALQ-220 Organic Airborne and Surface Influence Sweep (OASIS) System
AN/AWS-2 Rapid Airborne Mine Clearance System (RAMICS)
Assault Breaching System (ABS) System of Systems (ABSOS)
Coastal Battlefield Reconnaissance and Analysis (COBRA)
2010 Mine
Quickstrike Mod 3, TDD MK 71
Expendable Mine Neutralization System (EMNS)
MEDAL/C4I
High Frequency Wide Band Sonar
Low Frequency Broad Band Sonar
In Service – MCM/MHC Combat Systems
In Service - Mines
· Naval Special Warfare (PMS340)
MK 107 MOD 0 Hydrographic Mapping Unit (HMU)
MK 14 MOD 0 Semi-Autonomous Hydrographic Reconnaissance Vehicle (SAHRV)
SEA EAGLE
Improved Exothermic Rod Igniter (IERI)
Advanced Relay System (ARS)
EOD Infrared Remote Firing (IRFD)
Project Medusa
Disrupter System
Self-Contained Breathing Apparatus- Miniaturized (SCBA-M)
Tactical Digital Intercom System (TDIS)
Intelligence R&D
Anti-Material Sniper Rifle (AMSR)
Target Engagement Systems R&D (TES)
GMG (40mm, H&K)
Urban Radio Firing Device (URFD)
Infrared Initiator
Pyrotechnics and Demolitions R&D
Maritime FLIR (AN/KAX-1)
Fire Support Aiming Laser (FSAL)
Precision laser Target Designator (PLTD)
Premeditated Personal Parachuting (P3)
Diving
SEAL Delivery Vehicle (SDV)
Small Arms
Visual Augmentation Systems (VAS)
Tactical Climbing Systems (TCS)

Personal Survival Systems (PSS)

Air Operations

Tactical Ground Mobility System (TGM)

Craft A Alternative Fuel Propulsion Systems

Craft A Integrated Bridge System

Craft A Craft Alterations

Threat Awareness System (TAS)

Maritime Unmanned Aerial Vehicle (MUAV)

Man-Portable Unmanned Aerial Vehicle (MPUAV)

· Explosive Ordnance Disposal (PMS408)

Underwater Imaging System (UIS)

Acoustic Firing System (AFS)

Limpet Mine Neutralization System (LMNS)

EOD Diver Amphibious Neutralization System

Diver Hull Imaging Navigation System

Diver Visual Information System (DVIS)

MK 7 Marine Mammal System

Multi-Capability Enhancement Program (MCEP)

Small UUV Program Diver Hull Imaging Navigation System (DHINS)

Diver Visual Information System (DVIS)

MK 7 Marine Mammal System Very Shallow Water

Multi-Capability Enhancement Program (MCEP)

Large IED (LIED) Access and Disruption Systems

Man Transportable Robotic System (MTRS)

Search Classified Map (SCM) UUV

Sub-munition Clearance System (SCS)

Reacquire/Identify (RI) UUV

Next Generation Underwater Breathing Apparatus (NUBA)

Magneto-Inductive Signaling Device System (MISDS)

EOD Electronic Countermeasures (ECM)

EOD Decision Support System (DSS)

Joint Laser Ordnance Neutralization System (JLONS)

Neutralization UUV

Bottom UUV Localization System (BULS)

HULLS UUV Localization System (HULS)

· Affordable Weapon System (PEO LMW)

4.0 APPLICABLE DOCUMENTS.

The most current revisions of DOD Directive 5000.1 – The Defense Acquisition System, DOD Instruction 5000.2 – Operation of the Defense Acquisition System, SECNAVINST 5000.2 – Implementation of

Mandatory Procedures for Major and Non-Major Defense Acquisition Programs and Major and Non-Major Information Technology Acquisition Programs, CJCS Instruction/Manual 3170.01 – Operation of the Joint Capabilities Integration and Development System, and various military directives and instructions governing the acquisition and support process are applicable to the requirements for system development, production, and support.

5.0 REQUIREMENTS:

PEO LMW is interested in achieving a degree of leverage, consolidation, innovation, synergy and efficiency across the various Program Offices and PEO functions. The Contractor shall provide required personnel, with demonstrated expertise, materials, facilities, and equipment for total functional support of systems requirements within the task areas specified herein.

Classification requirements are up to and including the Secret Level for personnel, document handling and document generation. Support services will be provided to each Program Office and to PEO staff and shall include program management, engineering, logistics, and business/financial support. This includes analyzing, collecting, assessing, preparing, reviewing, recommending, evaluating, developing, updating, procuring, validating research and delivering data as required by this task order. The contractor's personnel will be granted access to applicable NAVSEA and PEO LMW systems (e.g. PRISMS, FMIS, LIVELINK etc.) as deemed necessary. Contractor will provide onsite support for tasks 1 through 4 to Program Offices at NAVSEA Headquarters, Indian Head Division (NSWC, Indian Head MD), PMS 485 (San Diego) and tasks 2 and 3 for the LMW FEO in Ingleside, TX. Task 5 will be onsite at NAVSEA Headquarters only. If contractors are required to work on-site they will be supplied computer resources at government expense.

5.1 Task Performance Standards

PERFORMANCE OBJECTIVE: Provide functional and strategic support to PEO LMW Senior Leadership and to Program Managers and/or their Assistants and to select members of the PEO front office. PEO LMW functional support includes strategic and tactical planning for consolidating and streamlining similar functional processes to the fullest extent possible as well as overall strategic business planning and execution.

PERFORMANCE STANDARD: Timeliness - Deliver products within deadlines identified by task manager. Accuracy - Factually accurate, complete and IAW NAVSEA and Navy Standards and policy. Other standards and deliverables as mutually agreed to by both the government and contractor.

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

0001AB (O&MN) General PEO-LMW support as delineated below:

Task 5: PEO LMW CIO Support (OM&N) The scope of effort performed by the contractor will include Information Technology (IT) and Information Management (IM) support services to the Program Executive Office for Littoral and Mine Warfare (PEO-LMW) Activity Chief Information Officer (ACIO). The Contractor will provide IT/IM support services to PEO-LMW-ACIO for all internal PEO management and technical issues and actions as well as external liaison and support between PEO-LMW-ACIO, the NAVSEA Chief Information Officer (CIO), the Department of the Navy CIO (DON CIO), and other external IT/IM related organizations as required. The contractor shall provide direct on-site support services to PEO_LMW_ACIO for the daily operation, maintenance, and scheduling of PEO_LMW's Technology and Acquisition Needs Center (TANC). Develop and maintain Internet web pages as required. Perform database development, maintenance and updates. Databases shall not be proprietary property of the contractor.

PRODUCT DELIVERABLES

NMCI Technical Status Reports as required

Monthly Status/Financial Progress report

Draft IT/NSS budget responses

IT Registration Database

6.0 GENERAL REQUIREMENTS

6.1. FACILITIES PHYSICAL LOCATION

The Contractor shall establish, provide and maintain office space and equipment required to support the efforts defined herein. The location where the requirements of this Statement of Work will be performed must be within close proximity of Indian Head Division, Naval Surface Warfare Center, Indian Head, MD, San Diego, CA and Headquarters, Naval Sea Systems Command, Washington Navy Yard, Washington, DC.

6.2. SECURITY CLEARANCE

Contractor must have a TOP SECRET facility security clearance and safeguarding capabilities cleared at the secret level. In addition, Contractor Facilities are required to have controlled access work areas as specified in the attached DD254 at time of contract award. All contractor employees must be United States citizens and shall be cleared at the minimum of the SECRET level at time of contract award. Contractors supporting Navy Special Warfare as Special Program Managers on site must be United States citizens and shall be cleared at the Top Secret level at the time of contract award.

6.3 TRAVEL

Occasional overseas travel may be required. Any work done overseas will be incidental and not a major requirement under this task order. Personnel assigned to overseas travel shall be English speaking and able to gain access to any country and possess a current U.S. passport. Personnel shall possess active Secret clearance on task start date. Travel is not expected to exceed \$---- annually.

Travel and Per Diem Dates of overnight travel are unknown at this time. The Contractor will be advised of dates and locations of travel as soon as the information becomes available so that the most advantageous prices may be obtained. The Contractor shall adhere to the Joint Travel Regulations (JTR).

6.4 DELIVERABLES

Data shall be delivered in accordance with the individual technical instructions. All deliverables associated with this statement of work are "unclassified" unless otherwise specified via a modification to the task order. All reports required as deliverables under this task order are the property of the U. S. Government. Reports shall not contain Contractor name, logo or other identifying device.

7.0 TASK CONTROL MEASURES

The contractor shall develop and maintain a system to track tasks. Information within the system shall be updated daily. The system shall possess "read only" capabilities for Government users. Quarterly contract reviews will be conducted using metrics from the system. The tracking system shall be web based and include but not be limited to the following:

Program Area

Task Title

Date Task Assigned

Due Dates

Revised Due Date (if applicable)

Date Delivered

Contractor POC

PEO LMW or PM POC

Latest Version (i.e. draft/final)

Current Status (actions/events)

Future Action

The task tracking system shall include a sort function by category listed above.

The contractor shall provide monthly financial status that tracks Planned, Funded, and Expended dollars, and facilitate Quarterly Contract Progress Reviews as required. The site, date and time of each review shall be

mutually agreeable between the contractor and the Government. The contractor shall be responsible for gathering, preparing, and timely distribution of minutes. The following items shall be addressed at each Quarterly Contract Progress Review.

- Variances using projected and actual expenditures by program area;
- Resource Allocation, expenditures and status and/or resolution of tasks assigned;
- Metrics based information from the task tracking system.

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

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

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

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

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for

systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

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 in accordance with Section E of the IDIQ contract.

SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

0001AB 9/1/2005 - 9/30/2005

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

0001AA 9/1/2005 - 8/31/2006

0001AK 9/1/2005 - 8/31/2006

0001BA 9/1/2006 - 8/31/2007

0001BK 9/1/2006 - 8/31/2007

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

0001CA 9/1/2007 - 8/31/2008

0001CK 9/1/2007 - 8/31/2008

0001DA 9/1/2008 - 8/31/2009

0001DK 9/1/2008 - 8/31/2009

0004BA 9/1/2009 - 8/31/2010

0004BK 9/1/2009 - 8/31/2010

SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Mr. J. Luce
Sicard St SE
Washington Navy Yard
Washington, DC 20376-2040
jeffrey.luce@navy.mil
202-781-4381

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	ALLOTED TO COST	ALLOTED TO FIXED FEE	CPFF	M/HS	EST. POP

(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) 0001AB 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

(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 3 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 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 be become effective. The determination that sufficient funds are available does not constitute a finding that funds equal to the full total estimated cost of performance for a given year are available. Award term periods may be incrementally funded as permitted by law and regulation. In the event of incremental funding, the clause entitled **LIMITATION OF FUNDS (FAR 52.232-22 (April 1984))** shall apply.

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

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

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

(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.
- 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 options and award of term extensions, if any. At the discretion of the TDO, interim evaluations may take place more frequently (e.g., at major milestones). The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the interim evaluation date. Performance monitors submit their evaluation reports to the ATRB 21 calendar days after this notification. The ATRB determines the interim evaluation results and notifies the contractor of the strengths and weaknesses for the current evaluation period. The CO may also issue letters at any other time when it is deemed necessary to highlight areas of government concern.
- d. End-of-Period Evaluations. The ATRB recorder notifies ATRB members and performance monitors 14 calendar days before the end of the evaluation period. The contractor presents its self-assessment to the CO within five working days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that could be reasonably expected to assist the ATRB in evaluating its performance. The 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

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 LMW Personnel
Award Term Review Board Chairperson:	TBD LMW Personnel
Award Term Review Board Members:	
Member(s)	TBD (LMW Personnel)
Contracting Officer	SEA 02652 or representative
Recorder	TBD LMW 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	12 months thereafter	100
Second	Exercise of Option 1	12 months thereafter	100
Third	Exercise of Award Term 1	12 months thereafter	100

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.	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.
Funds and resources are used inefficiently in pursuing program goals and result in resource management problems. Problems and/or trends may be addressed. When provided, analyses of problems or trends are usually accurate.	Contractor takes the initiative to reduce costs, including travel, where feasible. Financial reporting is clear and accurate. Problems and/or trends are addressed, and an analysis is also submitted.	Contractor is responsive to cost control measures implemented by the Government. Financial reporting is clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor’s recommendations and/or corrective plans are implemented and effective.

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.
The contractor fails to meet 75% of its small business subcontracting goals, established in the IDIQ contract, in this task order.	The contractor meets its small business subcontracting goals, established in the IDIQ contract, in this task order.	The contractor exceeds its small business subcontracting goals, established in the IDIQ contract, in this task order.

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.
Deliverables are incomplete, contain inaccuracies and are untimely. Discrepancies are major and require extensive time and effort to correct.	Deliverables are complete, accurate and meet schedule requirements. Discrepancies are minor and easily corrected.	All deliverables are submitted on time or ahead of schedule, exceeding requirements and submitted in a format that is complete, clear, concise, technically accurate and easily understood. Any corrections are very minor in nature and are expeditiously corrected.
Fails to meet “satisfactory” standard for contractually required deliverable schedules. Fails to meet customer expectations for satisfying demands.	For 95% of deliverables, meets contractually required schedule. Meets customer expectations for satisfying demands.	Substantially reduces contractually required deliverable times, consistent with customer priority requests. Exceeds customer expectations for satisfying demands.

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	ATRBR briefs evaluation report and recommendation to the TDO.Contractors have 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.

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

Option 1	12 Months after Issuance of Task Order
Award Term Option 1	24 Months after Option Exercise
Award Term Option 2	36 Months after Option Exercise
Award Term Option 3	48 Months after Option Exercise

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

CLAUSES INCORPORATED BY REFERENCE (APPLICABLE TO TASK 5)

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

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

SECTION J LIST OF ATTACHMENTS

Attachment 1, DD Form 254

Attachment 2, Financial Accounting Data Sheet in the amount of \$25,000 (O&MN)