

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 15	3. EFFECTIVE DATE 22-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. 92531019		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817 christine.i.mitchell@navy.mil 301-227-5763	CODE N00167	7. ADMINISTERED BY (If other than Item 6) DCMA MARYLAND 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) EG&G Technical Services, Inc. 900 Clopper Road Gaithersburg MD 20878		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4042-FD03
		10B. DATED (SEE ITEM 13) 15-Jun-2006
CAGE CODE 34157	FACILITY CODE 083070925	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

[*]	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.
[]	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).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) Unilateral In Accordance with FAR 52.232-22 'Limitation of Funds'

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Roger N Branstiter, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Roger N Branstiter (Signature of Contracting Officer)	16C. DATE SIGNED 22-Sep-2009
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to add the next increment of funding in the amount of . Accordingly, Sections B and G are revised to incorporate the following funding SLINs:

Amount funded by			
<u>SLIN</u>	<u>this modification</u>	<u>Requisition Number</u>	<u>ACRN</u>
100013		92531019	AN
300009		92531019	AN

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

The total amount of funds obligated to the task is hereby increased by from to

The total value of the order is hereby increased by from to .

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

This SOW is Performance Based and CAR-H07 is applicable.

STATEMENT OF WORK:

Title: NSWCCD Cost Estimating Support Services.

1.0 BACKGROUND

The Cost Estimating Branch (Code 2110) of the Naval Surface Warfare Center, Carderock Division supports several Navy and non-Navy customers in the field of Cost Estimating and Analysis. Some of those customers are NAVSEA 017, the Naval Cost Analysis Division (NCAD), the Defense Advanced Research Projects Agency (DARPA), the Office of Naval Research (ONR) and the US Coast Guard (USCG). This contract is for the procurement of professional cost estimating and analysis support services to support these customers.

2.0 REQUIREMENTS

TASK 1: Submarine/Submarine Technology Cost Estimating Support

The contractor shall provide technical expertise in assessing the costs and risks associated with submarine technology studies. The Government will ask the contractor to utilize the Carderock developed Submarine Performance Based Cost Model (PBCM) or other approved tools to perform shipbuilder cost estimates for early stage submarine designs. The contractor shall complete ship end cost estimates, by including any non ship builder costs. The contractor shall be familiar with submarine cost estimating methods and tools, and possess the ability to analyze technical proposals, and to summarize the completeness of cost element structure, the credibility of methodology, and the reasonableness of the estimates. The contractor shall also provide continuing cost guidance and feedback related to submarine technology studies. The contractor shall attend and participate in meetings, such as kickoff meetings, data collection trips or reconciliation meetings, etc. either in person or via telecom. The contractor shall meet in person in the Washington DC area to collect information and data to prepare and brief progress and results.

TASK 2: Surface Ship Cost Estimating Support

The contractor shall provide technical expertise in assessing the costs and risks associated with surface ships, to include combatants, amphibious ships, auxiliary ships, aircraft carriers, or other types of surface ships. The contractor shall utilize the NAVSEA standard Unit Price Analysis (UPA) model or other approved tools to perform cost estimates for shipbuilder cost estimates. The contractor shall perform higher level parametric studies, to include estimates for non-recurring engineering (NRE) or detail design costs, or to perform complete ship end cost estimates, by including any non ship builder costs. The contractor shall attend and participate in meetings, such as kickoff meetings, planning meetings, weekly team meetings, data collection trips either in person or via telecom. The contractor shall meet in person in the Washington DC area to collect information and data to prepare and brief progress and results.

TASK 3: Automated Information System and Software Cost Estimating Support

The contractor shall develop an Independent Cost Estimate (ICE) for AIS Systems. The contractor shall provide technical expertise in assessing the costs and risks associated with the software development and integration tasks as well as the required enhancements, proposed size, and development environment involved in the software portion of the AIS program software effort. The contractor shall support the development of an independent software estimate for an AIS system, or provide an independent technical assessment of specified software size, cost, schedule, and risk information. The contractor shall attend and participate in meetings, such as data collection trips or reconciliation meetings, etc. either in person or via telecom. The contractor meets in the Washington DC area to collect information and data to brief on task progress and results. Regular weekly program status meetings will be conducted with the Naval Surface Warfare Center Cost Analysis Group and/or the Naval Center Analysis Division (NCAD) via telecom or in person.

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TASK 4: Navy Visibility and Management of Operating and Support Costs (VAMOSC) and Operating and Support Cost Analysis Model (OSCAM) Program Management Support

The contractor shall be thoroughly familiar with the Navy VAMOSC database and the OSCAM Suite of Cost models. Tasks that may be defined include: perform annual OSCAM Naval Suite datasets update with VAMOSC and other associated data, perform annual OSCAM Air datasets update with VAMOSC and other associated data, continue to research using VAMOSC ship depot data to enhance the datasets, develop the OSCAM (Air) datasets to include building Data Management Tool (DMT) datasets with Naval Aviation Maintenance Subsystem Reporting (NAMSR) data.

TASK 5: General Cost Estimating Research or Other Cost Studies

The contractor shall provide technical expertise in other cost estimating topics such as Return on Investment Analysis, Cost Benefit Analysis and Analysis of Alternatives studies for individual ship systems. The contractor shall have experience in performing studies of a general research nature, and producing the appropriate level of summary paper and/or technical presentation as required.

3.0 PERSONNEL

The contractor shall perform some or all of the above tasks or sub-tasks for a three (3) year period.

The Government requires experience personnel in the Senior Scientists/Cost Analysts/Program Manager category, who are capable of managing the task and have current working knowledge that qualifies them to perform the tasks in the areas defined below with minimal guidance and oversight from the government. Each individual proposed by the contractor in this category shall have demonstrated qualifications in three out of the five task areas below. Section L further describes the minimum qualifications desired for these labor categories.

The Government requires personnel in the senior cost analyst category. The job description and qualification for these positions are further defined in Section L. Each individual proposed by the contractor in this category must have demonstrated qualifications in two out of the five task areas below, and have a familiarity with a third.

The qualifications and background of the contractor proposed individuals will be a key factor in the evaluation. The contractor shall propose personnel with combined skills to cover all five-task areas. The contractor shall negotiate Non-Disclosure Agreements (NDAs) with entities that provide proprietary information. The contractor shall have the capability to receive, log and track proprietary information.

For TASK 1: Submarine/Submarine Technology Cost Estimating Support, the contractor shall be familiar with the submarine Performance Based Cost Model (PBCM) and other approved submarine cost estimating methods and tools, and possess the ability to analyze technical proposals, and to summarize the completeness of cost element structure, the credibility of methodology, and the reasonableness of the estimates.

For TASK 2: Surface Ship Cost Estimating Support, the contractor shall be familiar with the NAVSEA standard Unit Price Analysis (UPA) model and other approved surface ship cost estimating methods and tools, and possess the ability to analyze technical proposals, develop ship component cost estimates and to summarize the completeness of cost element structure, the credibility of methodology, and the reasonableness of the estimates.

For TASK 3: Automated Information System and Software Cost Estimating Support, the contractor shall be experienced in assessing the costs and risks associated with the software development and integration tasks as well as the required enhancements, proposed size, and development environment involved in the software portion of the AIS program software effort. The contractor may also be required to support the development of an independent software estimate for an AIS system, or provide an independent technical assessment of specified software size, cost, schedule, and risk information.

For TASK 4: Navy Visibility and Management of Operating and Support Costs (VAMOSC) and Operating and Support Cost Analysis Model (OSCAM) Program Management Support, the contractor shall be thoroughly familiar with the Navy VAMOSC database and the OSCAM Suite of Cost models.

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For TASK 5: General Cost Estimating Research or Other Cost Studies, the contractor shall have experience in performing studies of a general research nature, and producing the appropriate level of summary paper and/or technical presentation as may be required by a specific Technical Instruction.

4.0 REPORTS

The contractor shall prepare a monthly Cost estimate progress report. The progress report shall indicate the amount expended and the number of labor hours used during the reporting period and the cumulative amount expended and labor hours used to date. In addition, the progress report shall include a description of any problems encountered during the reporting period.

5.0 Government Furnished Information, Equipment & Materials (GFI)

GFI will be provided to the contractor 30 day after contract award or as it becomes available.

GFI - GFI shall consist of access to ship or submarine weight data, labor rate agreements, cost estimating relationships or other technical descriptions.

6.0 TRAVEL

Travel requirements are as follows:

The estimated travel for the three years period is one (1) round trips of three (3) day duration for two (2) contractors to:

Panama City, FLA,

San Diego, CA,

Bath, MA,

Moorestown, NJ,

Groton, CT,

Pascagoula, MS,

Providence, RI,

Newport News, VA.

Local travel, of 36 trips for 2 contractors, to NAVSEA Headquarters, Washington, DC or NSWC Carderock, MD.

7.0 PERIOD OF PERFORMANCE

The period of performance for this task order is from the date of award through 31 January 2010.

8.0 DELIVERABLES

The TOM and TPOC for this task order is Mr. Jeffrey W. Wolfe, NSWCCD Code 2110.

(The first Progress Report is due 30 days after task award and the remaining reports shall be due the same day every month thereafter.)

Deliverables are as follows:

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1) Progress Report Monthly

2) Cost Estimate Excel Worksheet and Estimate Documentation As Required

3) Briefing Materials As Required

9.0 SECURITY Requirements

Contractor personnel must have a security clearance at the SECRET level and any classified reports generated shall be classified up to and including SECRET level in accordance with DD Form 254 "Contractor Security Classification Specifications."

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SECTION D PACKAGING AND MARKING

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor: _____

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

Packing and Marking shall be in accordance with Section D of the base IDIQ contract.

TOM and TPOC

Ship to: Jeffrey W. Wolfe, Cide 2110

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

jeffrey.w.wolfe@navy.mil

(301) 227-1013

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination by the Government in accordance with basic contract.

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SECTION F DELIVERABLES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

ITEM NO.	QUANTITY	PERIOD OF PERFORMANCE
1000 and 3000	1 LT.	Date of award through 31 January 2010

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager and Technical Point of Contact

Jeffrey W. Wolfe

9500 MacArthur Blvd.

West Bethesda, Md 20817-5700

(301) 227-1013

jeffrey.w.wolfe@navy.mil

Contracting Officer

Roger N. Branstiter

9500 MacArthur Blvd.

West Bethesda, MD 20817-5700

roger.branstiter@navy.mil

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
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(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs 100001 through 100013 and 300001 through 300009 are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) 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.

FUNDING PROFILE

<u>Total</u>	<u>Funds This</u>	<u>Previous</u>	<u>Funds</u>	<u>Balance</u>
<u>Contract CPMF</u>	<u>Action</u>	<u>Funding</u>	<u>Available</u>	<u>Unfunded</u>

(End of Clause)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 14,559 (to be completed for each order) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately [Yearly number of labor hours divided by 52 weeks] hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would

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result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

Fee Reduction = Fee (Required LOE minus Expended LOE divided by Required LOE)

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

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

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

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

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

(2) Guidelines to the Contractor that 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 task order. Technical instructions may not be used to :

(1) assign additional work under the task order;

(2) direct a change as defined in the "Changes" clause of the base contract;

(3) increase or decrease the contract price or estimated amount (including fee), as applicable,

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the level of effort, or the time required for task order performance; or

(4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order

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 Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

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

(End of Clause)

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR-H07 Prospective Fee Amount Reduction Incentive Plan (APR 2004) (NSWCCD)

(a) Introduction: The contractor's performance on task orders issued under this contract will be evaluated by the Government as described in this contract clause. The first evaluation will cover the period ending twelve months after date of contract award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under all task orders. For each twelve-month period, the Government will evaluate the contractor's performance under each individual task order. The evaluation will encompass all work performed by the contractor at any time during the twelve-month period but will not include cumulative information from prior reports. However, at the discretion of the Contracting Officer, the evaluation may be waived for any individual task order where the work performed by the contractor during the twelve-month period is less than 90 days. Based on the evaluation results for each task order, the Contracting Officer will assign an overall performance rating to the individual task order in accordance with paragraph (b) of this clause. If the Contracting Officer assigns an "Unsatisfactory" performance rating to a task order for the period evaluated, the Contracting Officer will take unilateral action to provide for a fee reduction for that task order covering the performance period evaluated.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work for each task order, and the Contracting Officer will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings for Individual Task Orders

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the Contracting Officer to exceed Satisfactory" overall.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

(c) Incentive Objectives. The purpose of including a prospective fee amount reduction incentive in this contract is to ensure that the Government receives at least "Satisfactory" overall performance under each task order.

(d) Performance Evaluation Criteria. The contractor's performance under each task order will be evaluated using the criteria and standards provided for each objective, and identified in Tables 2 through 4 of this contract clause.

(e) Organization. The performance evaluation organization consists of the Contracting Officer, who will serve as the Incentive Determining Official, and the Contracting Officer's Representative (COR) (the COR is replaced by a Task Order Manager (ToM) for SeaPort-e task orders). In some instances, a Technical Point of Contact (TPOC) will be assigned to the contract or task order in lieu of a COR/ToM.

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(1) Contracting Officer: The Contracting Officer is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making incentive determinations.

(2) COR: The COR maintains the written records of the contractor's performance so that a fair and accurate evaluation is obtained. The COR coordinates and compiles the evaluation reports. In the case of a SeaPort-e task order, in lieu of a COR, a Task Order Manager (ToM) will maintain the records and coordinate/compile the evaluation reports.

(3) Technical Points of Contact (TPOCs). When assigned, the TPOC will provide ongoing performance monitoring, evaluate task performance based on the task order SOWs and assist in the preparation of the evaluation report .

(f) Evaluation Schedule. Each performance evaluation period will be 12 months in

length. The Government will evaluate all work performed by the contractor at any time during the twelve-month period unless waived by the Contracting Officer in accordance with paragraph (a) of this clause. Following each evaluation period, the Contracting Officer (or Contract Negotiator if so designated by the Contracting Officer and the COR/TPOC/ToM, as appropriate, will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Review of the Evaluation Report and Self-Evaluation. The Contracting Officer will provide the evaluation report to the contractor as soon as practicable after completion of the evaluation. Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the contract or task order covering the evaluation period and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Incentive Determination. The Contracting Officer will make an incentive determination for each task order at the end of each evaluation period. The determination will be based upon the COR's/TPOC's/ToM's recommendations, the contractor's comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the COR's/TPOC's/ToM's recommendations and the contractor's comments/report regarding the evaluation. The Contracting Officer's incentive determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor.

(i) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this contract or task order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report in the case of a SeaPort-e task order.

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SECTION I CONTRACT CLAUSES

Section I contract clauses in accordance with Section I of the base IDIQ contract.

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SECTION J LIST OF ATTACHMENTS

Perf Based Eval Chart

Revise DD Form 254