

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1   10	
2. AMENDMENT/MODIFICATION NO. P00006		3. EFFECTIVE DATE See Block 16C.		4. REQUISITION/PURCHASE REQ. NO. N/A
6. ISSUED BY NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110		CODE N00178	7. ADMINISTERED BY (If other than Item 6) DCMA DALLAS 600 NORTH PEARL STREET DALLAS TX 75201-2812	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Advanced Systems Technology, Inc. (AST) PO Box 2305 Lawton OK 73502-2305		9A. AMENDMENT OF SOLICITATION NO.		
		9B. DATED (SEE ITEM 11)		
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4166		
CAGE CODE 3J515		10B. DATED (SEE ITEM 13) 05/31/2005		
FACILITY CODE				

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Clause H.8 Rolling Admissions
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Frantzie Couch Director of Contracts		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Gary W. Byram , Contracting Officer	
15B. CONTRACTOR/OFFEROR Signed Electronically (Signature of person authorized to sign)	15C. DATE SIGNED 05/27/2008	16B. UNITED STATES OF AMERICA BY /s/Gary W. Byram (Signature of Contracting Officer)	16C. DATE SIGNED 05/27/2008

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## Modification Details

### Purpose:

The Purpose of this modification is to incorporate the changes associated with the fiscal year 2008 Rolling Admissions.

### Modification:

The contractor's size status is updated to reflect: Small Business and Veteran Owned Small Business

#### 1. SECTION B - SUPPLIES OR SERVICES AND PRICES

- After the description of CLIN ITEM NO 3000-3999, add the statement "ALL ORDERS USING ITEMS 3000-3999 WILL BE COST ONLY ORDERS".

- Correct CLIN ITEM NO 6000 series to read "6000-6999" and after the description of CLIN ITEM NO 6000-6999 add the statement "ALL ORDERS USING ITEMS 6000-6999 WILL BE COST ONLY ORDERS".

- After the description of CLIN ITEM NO 9000-9999 delete the phrase "SEE SECTION H.1 SPECIAL PROVISIONS"

Replace it with the following: "SEE SECTION H – SPECIAL CONTRACT REQUIREMENTS".

- Add the following clause:

HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its' reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience

(End of Text)

Applicable to all cost-reimbursement type procurements and other procurements when needed, except ship repair/overhaul procurements. Applicable to Items 3000-3999, 6000-6999, and 9000-9999.

#### 2. SECTION C - DESCRIPTIONS AND SPECIFICATIONS

- Delete the paragraph 1.1 Background, in its' entirety and replace it with the following (The replacement section will add the Defense Threat Reduction Agency (DTRA) as an ordering office and remove the word navy in the last sentence):

##### 1.1 Background

In 2002, the Chief of Naval Operations (CNO) promulgated Seapower 21. Seapower 21 provides a framework to align,

organize and integrate the U.S. Navy to meet the wide variety of challenges that lie ahead. The CNO called upon the entire Navy to find ways to become more efficient and effective. To meet Seapower 21 objectives and to increase efficiency, the NAVSEA Warfare Centers established the Seaport Enhanced (Seaport-e) Multiple Award Contract (MAC) vehicle, using a web-based, e-business procurement Portal, to facilitate performance-based service acquisition, leverage buying power, improve business intelligence and reduce cycle time. In October 2004, the Virtual SYSCOM Commanders formalized an agreement to expand the ordering community of Seaport-e to include all Virtual SYSCOM activities and to leverage the success of SeaPort-e in achieving the aforementioned objectives across the Virtual SYSCOM. Additionally, other activities, including the Military Sealift Command, Strategic Systems Programs, Office of Naval Research, Defense Threat Reduction Agency (DTRA), and the United States Marine Corps have chosen to use SeaPort Enhanced

- Add "DTRA" to the listed ordering Offices in paragraph 1.2. Scope of Contract; Paragraph 3, Requirements; and paragraph 3.18.2, Professional Development and Training Support.

- Delete paragraph 5. Security Requirements, in its' entirety, and replace it with the following (Changes appear in bold):

#### 5. SECURITY REQUIREMENTS

The work to be performed under this contract may involve access to, handling of, and generation of classified material. The Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with all DoD and U.S. Navy and DTRA specific regulations regarding security, and (3) assure compliance with any written instructions from the Security Officers of the activity issuing task orders under this contract. Specific security requirements applicable to the work to be performed under each task order will be identified in the individual task orders. When applicable, a DD Form 254 will be prepared by the ordering activity and issued with the task order. If the work being performed under the task order would require access to Government Information Technology Systems, then an applicable clause will be included at the task order level.

- Delete paragraph 6, Data Deliverables, in its' entirety and replace it with the following paragraph (changes appear in bold):

#### 6. DATA DELIVERABLES

Specific technical data will be included in individual Task Orders issued under the contract, either as CDRL's or specified in the Statement of Work. It is anticipated that data items ordered under individual orders will be required to be prepared using standardized Data Item Descriptions (DIDs) listed in the DoD Acquisition Management System and Data Requirements Control List (AMSDL) current at the time of order issuance. It is anticipated that all deliverables prepared under this contract may be required to be delivered as either hardcopy and on electronic media or both as specified in the individual task orders.

### 3. SECTION D – PACKAGING AND MARKING

- Under HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990), add an asterisk to the end of the following sentence:

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

- Add the following note after the blank lines provided for the sponsor information:

\* To be completed at the Task Order level when applicable.

### 4. SECTION E – INSPECTION AND ACCEPTANCE

- Under CLIN ITEM 9000-9999 under INSPECTION AND ACCEPTANCE TERMS, add the note:

\* These terms shall be incorporated at the Task Order level for any ordered Items.

- The following Clause is hereby incorporated by reference:

52.247-34 F.o.b. Destination NOV 1991

## 5. SECTION F – DELIVERIES OR PERFORMANCE

- Add the following above the chart included for Delivery Information:

“The below table represents the Ordering Period associated with each Item”

- Delete the note below the chart and replace it with the following:

\*The Ordering Period of Items 4000-4999, 5000-5999 and 6000-6999 (Award Term 1), and Items 7000-7999, 8000-8999, and 9000-9999 (Award Term 2), are contingent upon the criteria set forth in H.9 CONTRACT AWARD TERM PROVISIONS, and in accordance with paragraph (g) of the aforementioned clause, the Ordering Period for Award Term 2 Items may be extended.

## 6. SECTION G – CONTRACT ADMINISTRATION DATA

- Delete the paragraph “Contractor Central Registration” and replace it with the following:

“CONTRACTOR CENTRAL REGISTRATION - The contractor must be registered with the Contractor Central Registration in order to be eligible for award. The Contractor must maintain registration throughout the ordering period. PAYMENT will not be made to the contractor if the Contractor’s registration lapses.”

- Correct the Suite Number for the Seaport Enhanced Contracting Officer from “Suite 200” to “Suite 157”.

The last sentence under Point of Contact is changed to read as follows:

“A list of Ombudsmen will be maintained on the Vendor Portal to authorized users.”

- Add DTRA to the list of Ordering Offices under Ddl-G20 ORDERING (INDEFINITE DELIVERY TYPE CONTRACTS)

- Delete the paragraph (d) of Ddl G21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS in its’ entirety and replace it with the following (the highlighted section was added):

(d) A firm fixed price order provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the Order.

For all CPFF orders, whether completion or term, payments are made in accordance with the FAR clause 52.216-8 Fixed Fee. For Completion type orders, the “PAYMENT OF FEE(S) (COMPLETION)” clause should be included at the Task Order level. For Level of Effort (LOE) type orders, the “PAYMENT OF FEE(S) (LEVEL OF EFFORT)” clause should be included.

- Add the following two clauses:

### HQ B-2-0014 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.

\*To be incorporated and completed at the Task Order level, as appropriate.

#### HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to \* 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) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

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

\*To be incorporated and completed at the Task Order level, as appropriate.

- In Clause SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000) delete paragraphs (j) and replace it with the following:

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of the work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan. \*

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

\* The Contracting Officer referred to, in paragraph (j), is the Task Order Contracting Officer.

- Delete the clause entitled "INVOICE INSTRUCTIONS" in its entirety and replace it with the following:

In order to be in compliance with DFARS 252-232-7003 "Electronic Submission of Payment Requests", a clause similar to the following will be included at the Task order Level:

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

Invoice (FFP Supply & Service)

Invoice and Receiving Report Combo (FFP Supply)

Invoice as 2-in-1 (FFP Service Only)

Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

Issue DODAAC

Admin DODAAC

Pay Office DODAAC

Inspector DODAAC

Service Acceptor DODAAC

Service Approver DODAAC

Ship To DODAAC See Section F

DCAA Auditor DODAAC

LPO DODAAC

Inspection Location See Section E

Acceptance Location See Section E

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS's WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the WAWF point of contact to be determined at Task Order level.

(End of Text)

## 7. SECTION H – SPECIAL CONTRACT REQUIREMENTS

In Section H.5 TASK ORDER PROCESS,

- Paragraph A, General, change the amount for Fair Opportunity Consideration from "\$2,500" to "\$3,000".

- Paragraph H, Ordering Period, is deleted in its' entirety and replaced with the following (Changes are Highlighted):

H.Ordering Period. Orders for services specified in Section B of the Schedule may be issued by any Contracting Officer from Naval Sea Systems Command, Naval Air Systems Command, Space and Naval Warfare Command, Naval Supply Systems Command, Military Sealift Command, Strategic Systems Programs, Naval Facilities Engineering Command, Office of Naval Research, DTRA, and the United States Marine Corps from contract award through the end of the ordering periods, specified in Section F.

- In Paragraph I, Electronic Processes, delete "Section 3, Electronic Offers/Proposals, paragraph b", in its' entirety and replace it with the following

b. When the authorized user indicates that the proposal is ready for submission, the system prompts the user to confirm the intent to electronically sign and submit the proposal materials. Entering an affirmative/confirmatory response to this prompt is an electronic signature on the proposal materials, and constitutes the electronic submission of a legally binding offer by the Contractor. It is noted that in the event that an amendment is issued to a solicitation after a proposal has been submitted, the proposal will need to be uploaded again in the system.

- Paragraph J, Ombudsman Description, is deleted in its' entirety and replaced with the following (Changes are bolded):

J. Ombudsman Description. Protests of Awards of Task Orders valued in excess of \$10 Million are authorized. In accordance with FAR 16.505(a)(9), no protest under FAR Subpart 33.1 is authorized in connection with Task Order Contracting Officer decisions regarding fair opportunity or the issuance of a TO valued at less than \$10 Million under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract. The Ombudsman would serve to assist in the resolution of complaints that would not fall within the grounds for protest under this vehicle. Contractors are instructed to first contact the local activity contract specialist

and contracting officer for issue resolution. If the issue is not able to be resolved, the issue would then be elevated to the cognizant local activity Ombudsman. Should resolution not be achieved with the local activity Ombudsman, then cognizance for resolution would reside with the Overarching Command or Headquarter Ombudsman.

- Paragraph K. Ordering authority and Tracking – Add DTRA to the list of Ordering Offices.

#### H.9 CONTRACT AWARD TERM PROVISIONS

Delete paragraph (j) Incentive Criteria to be used in the evaluation for exercise of Award Term Options in its' entirety and replace it with:

(j) Incentive Criteria to be used in the evaluation for exercise of Award Term Options:

- Performance on Completed Task Orders
- Response to Bi-Lateral Modifications
- Achievement of Subcontracting Goals (Large Businesses Only)
- Accurate Point of Contact for Portal
- Savings Accomplishment
- Submission of Proposals
- Maintenance of Publicly Available Web Page
- Recertification of Business Size Status

H.10 SAVINGS CLAUSE add the following:

#### E. Other Direct Costs

No fee is allowed on Other Direct Costs. Indirect cost elements such as G&A and material handling may be applied but may not include fee.

### 8. SECTION I

- The following clauses are hereby incorporated by reference:

52.203-13 Contractor Code of Business Ethics and Conduct (DEC 2007)  
52.203-14 Display of Hotline Posters(s) (DEC 2007)  
52.204-10 Reporting Subcontract Awards (SEP 2007)  
52.217-9 Option to Extend the Term of the Contract (MAR 2000)  
52.224-1 Privacy Act Notification (APR 1984)  
52.224-2 Privacy Act (APR 1984)  
52.245-9 Use and Charges (JUN 2007)  
252.211-7007 Item Unique Identification of Government Property (SEP 2007)  
252.225-7001 Buy American Act And Balance Of Payments Program (JUN 2005)  
252.225-7002 Qualifying Country Sources As Subcontractors (APR 2003)  
252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States (MAY 2007)  
252.232-7004 DOD Progress Payments Rates (OCT 2001)  
252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)

- The following clause numbers are corrected:

From:

52.209-7004 Subcontracting With Firms That Are Owned or Controlled By  
The Government of a Terrorist Country (MAR 1998)

To:

252.209-7004 Subcontracting With Firms That Are Owned or Controlled By  
The Government of a Terrorist Country (MAR 1998)

From:  
252.243-7010 Levies on Contract Payments (SEP 2005)

To:  
252.232-7010 Levies on Contract Payments (SEP 2005)

## 9. ATTACHMENT J.2 – AWARD TERM PLAN

Delete ANNEX 1 to the Award Term Plan in its entirety and replace it with the following:

### ANNEX 1

#### EVALUATION CRITERIA

##### First Award Term

- Technical Performance on Completed Tasks
- Achievement of Subcontracting Goals (Large Business Only)
- Accomplishment of Guaranteed Savings Goals
- Maintain a Publicly Available Webpage
- Response to Bi-lateral Modifications
- Maintain Accurate Point of Contact in Portal

##### Second Award Term

- Technical Performance on Completed Tasks
- Achievement of Subcontracting Goals (Large Business Only)
- Accomplishment of Guaranteed Savings Goals
- Maintain a Publicly Available Webpage
- Response to Bi-lateral Modifications
- Maintain Accurate Point of Contact in Portal
- Submission of Proposals
- Re-certification of Business Size Status

The above criteria will be evaluated on a pass/fail basis.

Technical Performance on Completed Tasks – The contractor’s performance (as reported on the portal and CPARs) may not be rated below satisfactory on any completed task under the contract. This includes individual ratings on subfactors.

Achievement of Subcontracting Goals (Large Business Only) – The contractor must demonstrate that their proposed subcontracting goals have been met or exceeded. The SeaPort portal will be used as a data source as well as the contractor’s written self assessment.

Accomplishment of Guaranteed Savings Goals – The contractor has at a minimum met the proposed goals and can document real cost savings which have been realized by the Government in performance of this contract.

Maintain a Publicly Available Webpage – The contractor has complied with all of the minimum requirements listed in Section H.11 of the basic contract entitled “Contractor Webpage”. Copies of all task orders received have been posted on the webpage.

Response to Bi-lateral Modifications – The contractor has uploaded their response in the portal to all bi-lateral modifications issued to the basic contract within twenty (20) business days.

Maintain Accurate Point of Contact in Portal – The contractor consistently has updated their Points of Contact in the portal where the appropriate personnel have the proper roles for receiving notices of solicitations, submitting proposals within the portal, receiving notices for bi-lateral modifications to the basic contract, etc.

Submission of Proposals – The contractor has submitted at least one proposal in the portal as either a prime contractor or a subcontractor.

Re-certification of Business Size Status – The contractor has provided the necessary documentation for re-certification of business size status.