

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1   6
2. AMENDMENT/MODIFICATION NO. P00010	3. EFFECTIVE DATE 22-Jan-2013	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY MILITARY SEALIFT COMMAND WASHINGTON D.C. 914 CHARLES MORRIS COURT SE WASHINGTON NAVY YARD DC 20398-5540	CODE N00033	7. ADMINISTERED BY (If other than item 6) MILITARY SEALIFT COMMAND, N1023 914 CHARLES MORRIS CT SE WASHINGTON NAVY YARD DC 20398-5540		CODE N00033
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) US INFORMATION TECHNOLOGIES JOSEPH MORRONE 4800 WESTFIELDS BLVD, STE 250 CHANTILLY VA 20151-4202			9A. AMENDMENT OF SOLICITATION NO.	
			9B. DATED (SEE ITEM 11)	
			X 10A. MOD. OF CONTRACT/ORDER NO. N00033-11-D-6505	
			X 10B. DATED (SEE ITEM 13) 02-Dec-2010	
CODE 4LYJ5	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended.				
<p>Offer 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:</p> <p>(a) By completing Items 8 and 15, and returning _____ copies 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 ACKNOWLEDGMENT 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.</p>				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
X 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:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) Modification Control Number: garciaj213951 This modification documents the appointment of Mr. David Muller as the Contracting Officer's Representative (COR). Subsection F-5 and paragraph G-3(a) of the contract are updated accordingly.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) DAVID LITTLE / CONTRACT SPECIALIST	
			TEL: (b) (6) EMAIL: (b) (6)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>David F. Little</u>		16C. DATE SIGNED 23-Jan-2013
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**SUMMARY OF CHANGES**

## SECTION F - DELIVERIES OR PERFORMANCE

The following have been modified:

SECTION F**F-1 PERIODS OF PERFORMANCE FOR ORDERING, ORDERS, AND OPTIONS TO EXTEND THE TERM OF THE CONTRACT**

The period of performance of the contract, for the purpose of issuing delivery or task orders is as follows:

## CLIN(S) PERIODS OF PERFORMANCE FOR ISSUING ORDERS

0001 – 0003 02 December 2010 – 01 December 2011

The period of performance for each order shall be stated within each task order. Not more than 180 days beyond the ordering period may be allowed for completion of outstanding orders.

The period of performance for option CLIN(S) to extend the term of the contract is as follows:

1001 – 1003 1<sup>st</sup> Option Year – 02 December 2011 – 01 December 2012  
2001 – 2003 2<sup>nd</sup> Option Year – 02 December 2012 – 01 December 2013  
3001 – 3003 3<sup>rd</sup> Option Year – 02 December 2013 – 01 December 2014  
4001 – 4003 4<sup>th</sup> Option Year – 02 December 2014 – 01 December 2015

The above period(s) of performance for the option(s) to extend the term of the contract shall apply only if the Government exercises the option(s) as stated in Section B in accordance with FAR Clause 52.217-9.

**F-2 PERIOD OF PERFORMANCE**

If all options are exercised, the total period of performance for this contract is five (5) years, to include one (1) base year and four (4) one-year options. These five (5) years are not inclusive of the time periods allowed in FAR 52.217-8, entitled "Option to Extend Services."

**F-3 PLACE OF PERFORMANCE**

The Place of Performance is addressed in Section C, paragraph 5.0.

**F-4 MILESTONES/DELIVERABLES**

Deliverables are addressed in Section C, paragraph 8.0.

**F-5 PLACE OF DELIVERY**

Originals of all correspondence requiring signature, such as copies of invoices, monthly status report, etc. shall be delivered to the Contracting Officer's Representative (COR) at the following address:

Primary  
Mr. David Muller  
914 Charles Morris Ct SE

Washington Navy Yard  
Washington, DC 20398-5540  
Phone: (b) (6)

As directed by Task Order, deliverables may be electronically submitted to: **To be provided at the time of award of Task Order.**

#### **F-6 WRITTEN DELIVERABLES**

The contractor shall review, approve, and sign all draft and final documents before being delivered to the Government.

#### **F-7 FORMAT FOR DELIVERABLES**

The format for deliverables is addressed in Section C, paragraph 8.1.

### **SECTION G - CONTRACT ADMINISTRATION DATA**

The following have been modified:

#### **SECTION G**

#### **G-1 PROCEDURES FOR TASK ORDERS**

(a) Ordering. This is an Indefinite Delivery, Indefinite Quantity (IDIQ) contract with Fixed Price and/or Firm Fixed Price - Level of Effort (FFP-LOE) task orders. Services to be furnished under this contract shall be furnished by the issuance of task orders on DD Form 1155. Orders shall be placed by the MSC Contracting Officer or his/her representative. Task orders shall contain the information in paragraph (b) below:

(b) Ordering Procedures.

(1) Task orders issued shall include, but not be limited to, the following information:

- (a) Date of Order
- (b) Contract, order number and requisition number
- (c) Appropriation and accounting data
- (d) Description of the services to be performed
- (e) Description of end item(s) to be delivered
- (f) DD Form 254 (Contract Security Classification Specification), if applicable
- (g) Period of time in which the services are to be performed
- (h) For each applicable labor category, estimated number of labor hours required to perform the order
- (i) The ceiling price for the order (if LOE)
- (j) List of Government-furnished material and the estimated value thereof, if applicable

(2) (a) Task orders may be issued under this contract by facsimile or by electronic commerce methods. The Contractor shall acknowledge receipt of any task order within one working day after receipt thereof.

(b) Oral orders may be placed hereunder only in emergency circumstances by the Contracting Officer or his/her representative. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within two working days

(c) Modification of Task Orders.

- (1) Task orders may be modified by the Contracting Officer. Modifications to task orders shall include the information set forth in paragraph (b) above, as applicable.
- (2) Task orders may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order.
- (3) For LOE orders only, the number of hours may be reduced based on actual hours worked; in such event, a reduction in the contract price shall be calculated for each affected labor category by multiplying the number of reduced hours by the applicable labor rate. Contractor shall invoice only actual hours worked at the appropriate labor rate. Any reduction in hours will be reflected in a task order modification at the completion of the task order performance period.

(d) Ceiling Price. For LOE orders only, the ceiling amount for each task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

(e) Unilateral Orders. Task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Contracting Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

(f) Close-out. MSC will perform close-out on individual task order as soon as possible after work is completed, the task order is reconciled, and the contractor has received payment. **The Contractor shall close out all task orders within 60 days after completion of services.**

## G-2 INVOICE REQUIREMENTS

Invoices shall be submitted not more than once every thirty days covering the amount claimed to be due for services rendered for each task order. **Contractor shall invoice only actual hours worked at the appropriate labor rate.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated below:

Comptroller, N83  
Military Sealift Command  
914 Charles Morris Court, SE  
Washington Navy Yard, DC 20398

An invoice must include -

- 1) Name and address of the Contractor;
- 2) Invoice date and number;
- 3) Contract number, contract line item number and, if applicable, the order number;
- 4) Labor hours expended during billing period broken down by description, quantity, unit of measure, unit price and extended price for the services delivered; travel dollars expended for the period broken out to identify period of travel, transportation, lodging, meals, and incidentals; miscellaneous support dollars expended for the period broken out to identify actual costs incurred;
- 5) Terms of any discount for prompt payment offered;
- 6) Name and address of official to whom payment is to be sent;
- 7) Name, title, and phone number of person to notify in event of defective invoice; and

- 8) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- 9) Electronic funds transfer (EFT) banking information.
  - (a) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
  - (b) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
  - (c) EFT banking information is not required if the Government waived the requirement to pay by EFT.

**G-3 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (COR) AND TECHNICAL POINTS OF CONTACT (TPOC's)**

- (a) The Contracting Officer has designated the following persons named below as the authorized COR for this contract:

CONTRACTING OFFICER'S REPRESENTATIVE

NAME: Mr. David Muller  
CODE: N613  
ADDRESS: 914 Charles Morris Ct. SE  
Washington Navy Yard, DC 20398  
FAX:  
EMAIL: (b) (6)

- (b) The COR is a representative of the Contracting Officer and is responsible for the following:

- 1) Providing Technical Direction for the accomplishment of work.
- 2) Determining that hours invoiced reflect hours actually worked per labor category.
- 3) Final inspection and acceptance of all deliverables under the contract.
- 4) Participate in the administration of this contract.

(c) The COR will represent the Contracting Officer in the administration of technical details within the scope of this contract and will perform inspection and acceptance of all deliverables. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract or issue Task Orders. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the invoices submitted by the Contractor and informing the Contracting Officer of areas where exceptions are to be taken. The COR authority is nondelegable. The COR may be personally liable for unauthorized acts.

- (d) The designated government personnel below, with their respective systems, are the authorized TPOCs for this contract:

Financial Management Portfolio (MSC-FMP) – Jody Anderson, (b) (6)

Human Resources Management Portfolio (MSC-HRMP) – Ken Decker, (b) (6)

Enterprise Data Warehouse (MSC-EDW) – Robert Walz, (b) (6)

#### **G-4 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM**

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) The contractor will receive notification via email when a Contractor Performance Appraisal Report (CPAR) has been completed and is available for review and comment on any element of the proposed rating before that rating becomes final. Within 30 days after contract award, the contractor shall provide the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any CPAR developed under the contract to the CPARS focal point via e-mail

(b) (6) If, during the life of this contract the company individual(s) are replaced, the substituted individual's information (contractor, the name, title, e-mail address and telephone number) will be provided to the CPARS focal point within 30 days of the replacement.

#### **G-5 MSC CHECK IN/OUT**

The contractor shall adhere to MSC check in/out procedures for the termination and/or collection of all Public Key Infrastructure (PKI), Common Access Card (CAC), PKI SOFTWARE CERTIFICATES, MSC Badges, Parking Passes, and parking Decals, provided to MSC support contractors - both on site and off site, which can provide access to government resources and which were sponsored or issued by MSC.

(End of Summary of Changes)