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WASHINGTON NAVY YD, DC 20376-1310

MOD 22 Funding  
Cumulative Funding

MOD 23

100026  
LLA :  
C5 1781319 M7KC 250 67854 067443 2D C22749 9RCR8GR912L2  
Standard Number: M9545009RCR8GR9 (AA)  
Reqn. No. 91981122  
FUNDING SPONSOR:  
COMMANDER  
MARCORSYSCOM  
2200 LESTER STREET  
QUANTICO, VA 22134-6050

300017  
LLA :  
C5 1781319 M7KC 250 67854 067443 2D C22749 9RCR8GR912L2  
Standard Number: M9545009RCR8GR9 (AA)  
Reqn. No. 91981123  
FUNDING SPONSOR:  
COMMANDER  
MARCORSYSCOM  
2200 LESTER STREET  
QUANTICO, VA 22134-6050

MOD 23 Funding  
Cumulative Funding

MOD 24 Funding  
Cumulative Funding

MOD 25

400001  
LLA :  
C5 1781319 M7KC 250 67854 067443 2D C22749 9RCR8GR912L2  
Standard Number: M9545009RCR8GR9 (AA)  
Reqn. No. 92298665  
FUNDING SPONSOR: COMMANDER, MARCORSYSCOM  
2200 LESTER STREET QUANTICO, VA 22134-6050  
Note: 801 Authority is applicable. The Contractor may incur costs for work performed against this SLIN for 365 days from effective date of Modification # 25. The contractor may continue to invoice after this date, but only for work performed du

600001 35464.00  
LLA :  
C5 1781319 M7KC 250 67854 067443 2D C22749 9RCR8GR912L2  
Standard Number: M9545009RCR8GR9 (AA)  
Reqn. No. 92298670  
FUNDING SPONSOR: COMMANDER, MARCORSYSCOM  
2200 LESTER STREET QUANTICO, VA 22134-6050  
Note: 801 Authority is applicable. The Contractor may incur costs for work performed against this SLIN for 365 days from effective date of Modification # 25. The contractor may continue to invoice after this date, but only for work performed du

MOD 25 Funding  
Cumulative Funding

MOD 26 Funding  
Cumulative Funding

MOD 27

400002  
LLA :  
C6 1791810 88JC 253 SASLM 0 068342 2D 000000 JC7X70000000  
Standard Number: N0002409WX31186 (AA)  
Reqn. No. 92532136

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FUNDING SPONSOR: NAVAL SEA SYSTEMS COMMAND  
1333 ISAAC HULL AVENUE SE STOP 1290  
WASHINGTON NAVY YD, DC 20376-1290

600002

LLA :

C7 97X4930. NH1J 000 77777 0 000164 2F 000000 J7300 DJ5P021  
Reqn. No. 92532163

MOD 27 Funding 139750.00  
Cumulative Funding 4359385.38

MOD 28

400003

LLA :

C8 1781109 6438 310 67854 067443 2D 6438BX 9RC86D13125W  
Standard Number: M6785409RC86D13 (AA)  
Reqn. No. 00080127  
FUNDING SPONSOR: COMMANDER, MARCORSYSCOM  
QUANTICO, VA 22134-6050

400004

LLA :

C6 1791810 88JC 253 SASLM 0 068342 2D 000000 JC7X70000000  
Standard Number: N0002409WX31186 (AA)  
Reqn. No. 00139103  
FUNDING SPONSOR: NAVAL SEA SYSTEMS COMMAND  
1333 ISAAC HULL AVENUE SE STOP 1290  
WASHINGTON NAVY YD, DC 20376-1290

600003

LLA :

C6 1791810 88JC 253 SASLM 0 068342 2D 000000 JC7X70000000  
Standard Number: N0002409WX31186 (AA)  
Reqn. No. 00139121  
FUNDING SPONSOR: NAVAL SEA SYSTEMS COMMAND  
1333 ISAAC HULL AVENUE SE STOP 1290  
WASHINGTON NAVY YD, DC 20376-1290

MOD 28 Funding 242000.00  
Cumulative Funding 4601385.38

MOD 29

400005

LLA :

C9 1791109 6438 310 67854 067443 2D 6438S8 0RC96C92123U  
Standard Number: M6785410RC96C92 (AA)  
Reqn. No. 00491446  
FUNDING SPONSOR: COMMANDER, MARCORSYSCOM  
QUANTICO, VA 22134-6050

MOD 29 Funding  
Cumulative Funding

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

All provisions and clauses in SECTION H of the basic contract apply to this task order, unless otherwise stated herein.

### H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort MACs and as further determined in accordance with Special Contract Requirement H19.

#### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUNE 2003)

(a) Definition. "Small business concern" as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

### MANDATORY REQUIREMENTS

The following are mandatory requirements that must be met and maintained through the life of the order:

1. The contractor's facility supporting this requirement must have or be eligible to obtain a facility clearance and storage capability up to the SECRET level for both processing and storage.

2. Key Personnel Requirement

#### GOVERNMENT FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)(NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Task Order Manager, via the cognizant Procuring Contract Office (NSWC Crane), the Government will furnish the following for use in the performance of this contract:

\*To be identified upon issuance of Technical Instruction (TI) letters.

#### TECHNICAL INSTRUCTIONS (MAY 1993) (NAVSEA 5252.242-9115)

(a) Performance of the work hereunder shall be subject to written technical instructions/technical direction letters signed by the Task Order Manager specified in Section G of this contract. As used herein, technical instructions/technical direction letters are defined to include the following:

- (1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to

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- accomplish the contractual statement of work.
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to:
- (1) assign additional work under the contract;
  - (2) direct a change as defined in the "CHANGES" clause of this contract;
  - (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or
  - (4) change any of the terms, conditions or specifications of the contract.
- (c) If, in the opinion of the Contractor, any technical instruction/technical direction letters calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Procuring Contracting Officer (NSWC Crane) 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/technical direction letter unless and until the Contractor is notified by the Procuring Contracting Officer (NSWC Crane) that the technical instruction/technical direction letter is within the scope of this contract.
- (d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement, which is not affected by the disputed technical instruction/technical direction letter.

#### H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance- Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$ per person and \$ per accident for bodily injury.
- (2) Automobile Insurance: \$ per person and \$ per accident for bodily injury and \$ per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$

#### ALLOTMENT OF FUNDS (MAY 1993) (NAVSEA 5252.232-9104)

(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:

SLIN	ALLOTED TO LABOR	ALLOTED TO ODC's	TECHNICAL INSTRUCTION	PERIOD OF PERFORMANCE
100001	\$	\$	01	09/20/07 – 09/19/09
100002	\$	\$	02 STOP WORK ORDER 5/15/08 TO 8/13/08	09/26/07 – 09/19/09
100003	\$	\$	04	09/28/07 – 09/19/09
100004	\$	\$	03	09/28/07 – 09/19/09
100005	\$	\$	05	11/15/07 – 09/19/09
100006	\$	\$	05	12/21/07 – 09/19/09

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100007	\$	\$	02 STOP WORK ORDER 5/15/08 TO 8/13/08	01/23/08 – 09/19/09
100008	\$	\$	03	01/23/08 – 09/19/09
100009	\$	\$	03	04/02/08 – 09/19/09
100010	\$	\$	03	04/02/08 – 09/19/09
100011	\$	\$	03	04/30/08 – 09/19/09
100012	\$	\$	05	06/05/08 – 09/19/09
100013	\$	\$	03	06/05/08 – 09/19/09
100014	\$	\$	03	08/13/08 – 09/19/09
100015	\$	\$	06	08/27/08 – 09/19/09
100016	\$	\$	01	08/27/08 – 09/19/09
100017	\$	\$	07	09/10/08 – 09/19/09
100018	\$	\$	04	09/23/08 – 09/19/09
100019	\$	\$	01	09/23/08 – 09/19/09
100020	\$	\$	01	11/28/08 – 09/19/09
100021	\$	\$	01	11/28/08 – 09/19/09
100022	\$	\$	01	03/03/09 – 09/19/09
100023	\$	\$	06	04/17/09 – 09/19/09
100024	\$	\$	01	08/07/09 – 09/19/09
<b>100025</b>	<b>\$</b>	<b>\$</b>	<b>01</b>	<b>08/07/09 – 08/06/10</b>
<b>Note: 801 Authority is applicable to SLIN 100025. The Contractor may incur costs for work performed against this SLIN for 365 days from effective date of modification # 22. The contractor may continue to invoice after this date, but only for work performed during this 365 day period.</b>				
<b>100026</b>	<b>\$</b>	<b>\$0</b>	<b>06</b>	<b>08/07/09 – 08/06/10</b>
<b>Note: 801 Authority is applicable to SLIN 100026. The Contractor may incur costs for work performed against this SLIN for 365 days from effective date of modification # 23. The contractor may continue to invoice after this date, but only for work performed during this 365 day period.</b>				
300001	\$	\$	01	09/20/07 – 09/19/09
300002	\$	\$	02 STOP WORK ORDER 5/15/08 TO 8/13/08	09/26/07 – 09/19/09
300003	\$	\$	04	09/28/07 – 09/19/09
300004	\$	\$	03	09/28/07 – 09/19/09
300005	\$	\$	TBD	10/24/07 – 09/19/09
300006	\$	\$	05	12/21/07 – 09/19/09
300007	\$	\$	03	04/02/08 – 09/19/09
300008	\$	\$	03	04/30/08 – 09/19/09
300009	\$	\$	05	06/05/08 – 09/19/09
300010	\$	\$	03	06/05/08 – 09/19/09
300011	\$	\$	03	08/13/08 – 09/19/09
<b>300012</b>	<b>\$</b>	<b>\$</b>	<b>06</b>	<b>08/27/08 – 08/26/09</b>
<b>Note: According to primary source document, the Contractor may incur costs for work performed against this SLIN for 730 days from effective date of modification # 14. The contractor may continue to invoice after this date, but only for work performed during this 730 day period.</b>				
300013	\$	\$	07	09/10/08 – 09/19/09
300014	\$	\$	01	11/28/08 – 09/19/09
300015	\$	\$	01	03/03/09 – 09/19/09
300016	\$	\$	01	08/07/09 – 09/19/09
<b>300017</b>	<b>\$</b>	<b>\$</b>	<b>06</b>	<b>08/07/09 – 08/06/10</b>
<b>Note: 801 Authority is applicable to SLIN 300017. The Contractor may incur costs for work performed against this SLIN for 365 days from effective date of modification # 23. The contractor may continue to invoice after this date, but only for work performed during this 365 day period.</b>				

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400001	\$	\$	06	08/28/09 – 09/19/10
400002	\$	\$	01	09/18/09 – 09/19/10
600001	\$	\$	06	08/28/09 – 09/19/10
600002	\$	\$	01	09/18/09 – 09/19/10
400003	\$	\$	06	01/15/10 – 09/19/10
400004	\$	\$	01	01/15/10 – 09/19/10
600003	\$	\$	01	01/15/10 – 09/19/10
400004	\$	\$	06	03/02/10 – 09/19/10
<b>Totals</b>	<b>\$</b>	<b>\$</b>	<b>GRAND TOTAL \$</b>	

### H30S LIMITATION OF LIABILITY - INCREMENTAL FUNDING (JUN 2004)

This task order is incrementally funded and the amount currently available for payment hereunder is limited to   \*   inclusive of fee, profit and all other charges. The clause entitled, Limitation of Funds (FAR 52.23222), applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this task order.

**\*Refer to Page 2, "GENERAL INFORMATION".**

### H81S TRAVEL COSTS AND RESPONSIBILITIES

- (a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.
- (b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

### H83S SERVICE CONTRACT ACT WAGE DETERMINATION (JUN 2004)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided as an attachment in Section J.

### HC25S ACCESS TO GOVERNMENT SITE (JUN 2004)

- (a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall bear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

### HG10S CONTRACTUAL AUTHORITY AND COMMUNICATIONS (JUN 2004)

- (a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this task order.

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(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

#### H100S PERFORMANCE BASED CONTRACTING PRICE REDUCTION FIXED PRICE (AUG 2004)

The Government may reduce the fixed price of the corresponding task order line item when services are not performed or do not meet task order requirements. The Government shall provide written notification to the contractor detailing the lack of performance or non-compliance with the Performance Standards.

#### HP10S OPTION TO EXTEND THE TERM OF THE TASK ORDER

This task order is renewable at the prices stated in Section B of the Contractor's proposal upon written modification to authorize performance under Award Terms 1, 2, and 3 of the task order as provided for elsewhere herein. The total duration of this task order, including Award Terms, shall not exceed 60 months.

#### SUBSTITUTION OF PERSONNEL (SEP 1990) (NAVSEA 5252.237-9106)

(a) The Contractor agrees that a partial basis for award of this task order is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this task order those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the task order. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) an explanation of the circumstances necessitating the substitution;
- (2) a complete resume of the proposed substitute; and
- (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

#### WORK WEEK

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week shall be Monday through Friday for all straight time worked. No deviation in the normal workweek will be permitted without express advance approval in writing by the designated Ordering Officer with coordination of the using departments. In the event that the contractor fails to observe such normal work week, any costs incurred by the Government resulting therefrom, shall be chargeable to the contractor. Work on Center shall be performed during the normal work hours at that location unless differing hours are specified on the individual delivery orders. For purposes of scheduling personnel, the contractor is hereby advised that the Government Installation will observe ten Federal Government holidays each year. The contractor is further advised that access to the Government installation may be restricted on these holidays:

- (1) Martin Luther King - January
- (2) President's Day - February
- (3) Memorial Day - May
- (4) Independence Day - July
- (5) Labor Day - September
- (6) Columbus Day - October
- (7) Veterans Day - November
- (8) Thanksgiving - November
- (9) Christmas - December

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(10) New Years Day - January

(b) In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) In the event the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to leave or indirect charges in accordance with the company policy.

#### Award Term Clause and Plan

The Award Term Clause and Plan are hereby incorporated into section H as follows:

#### AWARD TERM CLAUSE

In addition to the terms set forth elsewhere in the Task Order (TO), the contractor may earn an extension or reduction to the TO period from a minimum of 1 to a maximum of 5 years on the basis of performance during the evaluation periods. The contractor is evaluated during the first year of performance, but extensions or reductions start in the second year. The first evaluation period will be from date of award through six months following the date of award with subsequent evaluations being conducted every year thereafter. If the contractor scores 15 or more points in the first year of the basic ordering period (year 1), the contractor keeps both years 1 and 2. If contractor scores 25 or higher points in the second year of the basic ordering period (year 2), the contractor earns the first award-term year (year 3). If contractor earns 25 or higher points in the first award-term year (year 3), the contractor earns the second award-term (year 4), and if contractor earns 25 or higher points in the second award-term year (year 4), the contractor earns the third award-term (year 5.) The TO period may also be reduced on the basis of the contractor's performance against the stated performance parameters. If contractor scores less than 15 points in the first year of the basic ordering period (year 1), the contractor will lose the second year of the basic ordering period (year 2).

#### EVALUATION PERIOD POINTS EARNED BASE YEAR (BY)

#### AWARD-TERM YEAR (ATY) EARNED

Months 1 – 6 0 – 14 BY 1 Only

Months 1 – 6 15 – 30 BY's 1 and 2

Months 7 – 18 0 – 24 BY's 1 and 2 Only

Months 7 – 18 25 – 30 BY's 1 & 2 and ATY 3

Months 19 – 30 0 – 24 BY's 1 & 2 and ATY 3 Only

Months 19 – 30 25 – 30 BY's 1 & 2 and ATY's 3 & 4

Months 30 – 42 0 – 24 BY's 1 & 2 and ATY's 3 & 4 Only

Months 30 – 42 25 – 30 BY's 1 & 2 and ATY's 3, 4 & 5

Points are awarded during each year of the TO on the basis of how the contractor has performed against the predetermined criteria.

The TO period is then extended or reduced to reflect this assessment.

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The time specified for period of evaluation will insure the Government has sufficient time to solicit and award a new task order should the contractor not earn an award term.

(a) Award Term. The award-term concept is an incentive that permits extension of the TO period beyond the base period of performance for superior performance or reduction of the TO period of performance because of poor performance.

(b) Term Points. Points are earned during each evaluation period on the basis of the contractor's performance. Contractor must earn 25 in any single basic ordering period award year or subsequently awarded award -term year for an additional one-year term extension. Contractor

earning less than 15 points in the first year of the basic ordering period (year 1) will lose the second year of the basic ordering period (year 2.)

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

(f) Self-Evaluation. The contractor will submit to the CO, 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 5 pages. 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 TO period may be modified to reflect the TDO decision. The total TO ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the contractor's SeaPort-e contract, including exercised award-terms. The award-term provision must be included in the solicitation and resulting TO. If at any time the contract period does not extend more than two years from the TDO decision, the operation of the award -term provision will cease and the ordering period will not extend beyond the term set at that time.

## AWARD TERM PLAN

1.0 INTRODUCTION This is the basis for evaluating 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 contract.

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 —

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are final and not subject to dispute.

The award term will be provided to the supplier through unilateral contract 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 initial assessment of the contractor 's performance will be done after the first six months. Subsequent evaluations will be conducted every year thereafter.

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 contract 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. Contractor must earn adequate positive points (e.g., +25 each year) for a one - year term extension, while contractor's failing to accumulate minimum positive points in the first year of the basic ordering period (e.g., +15) results in a one -year reduction in the basic ordering period.

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 at least every six months. 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 midpoint of the evaluation period. Performance monitors submit their evaluation reports to the ATRB 21 calendar days after

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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 self -assessment may not exceed 5 pages. Performance monitors submit their evaluation reports to the ATRB 14 calendar days after the end of the evaluation period. The ATRB forwards copies to the contractor. The performance monitors provide oral presentations to the ATRB 21 days after the end of evaluation period. 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 for the evaluation period. Upon the contractor's earning 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 Proposed changes to the award -term plan will be bilateral. If either party desires a change to the award -term plan and a mutual agreement cannot be reached, the original award-term plan will remain in effect.

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## SECTION I CONTRACT CLAUSES

Note: All the provisions and clauses of SECTION I of the basic contract apply to this task order unless otherwise specified herein.

### CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these addresses (es): <http://www.farsite.hill.af.mil/>

52.202-1 Definitions (DEC 2001)  
52.216-7 Allowable Cost and Payment (DEC 2002)  
52.216-8 Fixed Fee (MAR 1997)  
52.219-6 Notice of Total Small Business Set-Aside (JUNE 2003)  
52.219-8 Utilization of Small Business Concerns (OCT 2000)  
52.219-14 Limitations on Subcontracting (DEC 1996)  
52.222-26 Equal Opportunity (APR 2002)  
52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans (DEC 2001)  
of the Vietnam Era, and Other Eligible Veterans  
52.222-36 Affirmative Action for Workers with Disabilities (JUN 1998)  
52.222-37 Employment Reports on Disabled Veterans and Veterans of the Vietnam  
Era (DEC 2001)  
52.222-41 Service Contract Act of 1965, As Amended (MAY 1989)  
52.228-5 Insurance-Work On A Government Installation (JAN 1997)  
52.228-7 Insurance-Liability to Third Persons (MAR 1997)  
52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)  
52.232-22 Limitation of Funds (APR 1984)  
52.232-23 Assignment of Claims-Alternate I (APR 1984) (JAN 1986)  
52.232-25 Prompt Payment-Alternate I (FEB 2002) (OCT 2003)  
52.243-2 Changes-Cost Reimbursement (AUG 1987)-Alternate II (APR 1984)  
52.244-2 Subcontracts (AUG 1998)  
52.245-5 Government Property (Cost-Reimbursement, Time-and-Material, or Labor-  
Hour Contracts) (JUN 2003)  
52.249-6 Termination (Cost-Reimbursement) (SEP 1996)  
DFARS Clauses  
252.225-7004 Reporting of Contract Performance Outside the (APR 2003)  
United States  
252.227-7013 Rights in Technical Data-Noncommercial Items (NOV 1995)  
252.227-7030 Technical Data-Withholding of Payment (MAR 2000)

CLAUSE INCORPORATED BY FULL TEXT

**252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements**

**(DEVIATION)**

**Use the following clause in all contracts in excess of \$1 million utilizing funds appropriated by the Fiscal Year 2010 Defense Appropriations Act (Pub. L. 111 -118), except in contracts for the acquisition of commercial items and commercially available off-the-shelf items.**

**ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES  
RESTRICTING THE USE OF MANDATORY ARBITRATION  
AGREEMENTS (DEVIATION) (FEB 2010)**

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**(a) Definitions.**

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

**(b) The Contractor-**

**(1) Agrees not to-**

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(End of clause)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - CDRL's A001 - A006

Attachment 2 - CDRL's B001 - B003

Attachment 3 - CDRL's F001 - F002

Attachment 4 - Wage Determination

Attachment 5 DD254

Attachment 6 TOM Termination letter, Beitvashahi

Attachment 7 TOM Appointment letter, Christenberry

Attachment 8 - Funding Notification Letter (Example)

Attachment 9 - CDRL B011