

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 5
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2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE 17-Dec-2008	4. REQUISITION/PURCHASE REQ. NO. N00024-09-MR-30915	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY Naval Sea Systems Command (NAVSEA)	CODE N00024	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA	CODE S2404A

BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE
WASHINGTON NAVY YARD DC 20376-2040
thomas.p.teague@navy.mil 202-781-2984

10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) MPR Associates 320 King Street Alexandria VA 22314-3230		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4459-EH02
		10B. DATED (SEE ITEM 13) 28-Jun-2006
CAGE CODE 6B701	FACILITY CODE 047271358	

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.

(*)	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"/>	
<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 type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor 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)	
		Michael J Taylor, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
		BY /s/Michael J Taylor	17-Dec-2008
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

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GENERAL INFORMATION

The purpose of this modification 012 to Task Order N00178-05-D-4459-EH02 is to exercise Award Term 2 under Section B, Supplies and Services:

- a. Establish SLINs 1303AB, 1303AC, 1303AD, 3303AB and 3303AC
- b. Transfer ceiling from SLIN 1303AA to SLINs 1303AB, 1303AC, 1303AD
- c. Transfer ceiling from SLINs 3303AA and 3403AA to SLINs 3303AB and 3303AC
- d. Fully fund SLINs 1303AB, 1303AC, 1303AD, 3303AB, 3303AC

Accordingly, said Task Order is modified as follows:

(1) Under Section B, Supplies and Services:

- a. Establish SLINs 1303AB, 1303AC, 1303AD, 3303AB and 3303AC as follows:

<u>SLIN</u>	<u>Description</u>	<u>Start Date</u>	<u>End Date</u>
1303AB	Award Term 2 - SEA SEA 05P4 Engineering Support for Damage Control, Fire and Personnel Protection and Recoverability, Task 3	11/1/2008	3/31/2009
1303AC	Award Term 2 - SEA SEA 05P4 Engineering Support for Damage Control, Fire and Personnel Protection and Recoverability, Task 3	11/1/2008	3/31/2009
1303AD	Award Term 2 - SEA SEA 05P4 Engineering Support for Damage Control, Fire and Personnel Protection and Recoverability, Task 3	11/1/2008	3/31/2009
3303AB	ODC in Support of SLIN 1303AB	11/1/2008	3/31/2009
3303AC	ODC in Support of SLIN 1303AC	11/1/2008	3/31/2009

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NOTE A - Items noted as options are those items to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

NOTE B: Option Items - Option SLINs (1101AA, 1102AA, 3101AA and 3102AA) to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

Note C: Award Term Items - Award Term SLINs (1201AA through 1402AA, and 3201AA through 3402AA are designated Award Term line items. Award Terms to which the clause in Section J applies and which is to be supplied only if and to the extent that an award term is earned and retained in accordance with the Award Term Clause and Plan in this task order.

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

This entire delivery order is cost type.

PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to 7% 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.

(End of Text)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

GENERAL INFORMATION

1. BACKGROUND

The mission of SEA 05P4 is to develop, design, and maintain damage control, fire protection, personnel protection and recoverability capabilities for US Navy ships. SEA 05P4 develops design policy, equipment and system specifications and standards, logistics support, and doctrine for damage control, fire protection, and personnel protection.

2. PURPOSE

SEA 05P4 requires engineering support for damage control, fire protection, personnel protection and recoverability. SEA 05P4 also requires support for management of the Firefighting program and other financial matters. These tasks shall be executed in the greater Washington DC metropolitan area. Other sites may be required on an as-directed basis.

3. GENERAL

The contractor shall receive, log, and track classified documents.

The contractor shall archive and store copies of all data/deliverables produced.

The contractor shall have an electronic mail capability and have the necessary connectivity to communicate with SEA 05P4 employees. The contractor shall have the capacity to interface via electronic mail and provide internet access for all employees proposed to support the task(s).

The contractor shall provide unclassified conference rooms for holding SEA 05P4 sponsored meetings as required by SEA 05P4. These meetings shall be located within a short commuting distance from the Washington Navy Yard..

The contractor shall ensure that all data/deliverables produced under this task order shall become property of the Government.

The contractor shall attend meetings with the SEA 05P4 Program Office on an occasional basis at the Washington Navy Yard as directed by SEA 05P4. No TDY will be allotted to these meetings.

Travel outside of the National Capitol region may be required of the contractor as directed by SEA 05P4. All travel required will be in accordance with Government Travel Regulations in effect at the time of travel.

4. SECURITY REQUIREMENTS

The work under this contract shall be up to the SECRET level for all included tasks. Additionally, all ADP positions required for database support must conform to DOD 5200.2-R requirements (especially those currently defined in Appendix C and K, Change 3, dated February 23, 1996), which identify the National Agency Check guidance and ADP Position Categories. Security Requirements pertaining to "Facility" and "Personnel" are as follows:

-FACILITY:

- a. Capability to store up to SECRET level documents and digital media in secure containers. Does not require classified open storage.

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-PERSONNEL:

- a. Personnel to be U.S. citizens (exceptions on a case by case basis).
- b. Principal and senior staff to have SECRET clearances. Limited junior staff may also require SECRET clearances.

5. TASK AREAS

Task 3. Naval Shipboard Fire Protection Systems support - (O&M,N, OPN, R&D, SCN)

- Provide support in the area of Naval shipboard fire protection systems, to include the following:
- Assist in the development of performance requirements, engineering systems and/or components.
- Evaluate system concepts and in-service performance problems
- Assist in the development of corrective action plans.
- Assist in the preparation of test plans
- Monitor test execution
- Assist in preparing systems requirements.
- Prepare separate reports documenting each system analysis, evaluation, test program, and requirements set.
- Perform laboratory-scale testing and have facilities for performance of such testing in house. .
- Perform Shipboard evaluations
- Attend fleet conferences . (e.g. semi-annually)
- Prepare Technical presentations of findings and/or analyses related to shipboard fire protection systems .
- Attend SEA 05P4 related fire protection meetings as directed by SEA 05P4.

Deliverables

- 3.1 Studies and analyses
- 3.2 Technical presentations
- 3.3 Meeting reports
- 3.4 Travel reports (as applicable)

*

NAVSEA CAAS Study Team Review of Task Order No. N00178-05-D-4459-EH02 – Determination: Labor

– 100% CAAS, 0% Non-CAAS. ODCs - 100% Non-CAAS.

Justification: On 28 June 2006, NAVSEA CAAS Study Team PCO Pete E. Richmond reviewed the requirements addressed within subject Task Order.

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During the review it was determined that the labor requirements addressed within the subject task order are 100% CAAS as defined within Public Law 10 U.S.C., Section 2212.

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SECTION D PACKAGING AND MARKING

Section D - Packaging and Marking shall be in accordance with IDIQ contract

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SECTION E INSPECTION AND ACCEPTANCE

Section E Inspection and Acceptance shall be accordance with the IDIQ contract

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1003AA	6/28/2006 - 9/30/2006
1003AB	6/13/2006 - 9/30/2006
1003AC	8/7/2006 - 10/31/2006
1103AB	11/1/2006 - 3/31/2007
1103AC	1/18/2007 - 9/30/2007
1103AD	3/26/2007 - 12/31/2007
1203AA	11/1/2007 - 9/30/2008
1203AB	10/1/2007 - 9/30/2008
1203AC	10/1/2007 - 3/31/2009
1203AD	10/1/2007 - 9/30/2008
1203AE	5/1/2008 - 6/30/2009
1203AF	6/1/2008 - 9/30/2008
1203AG	6/1/2008 - 12/31/2008
1303AB	11/1/2008 - 9/30/2009
1303AC	11/1/2008 - 3/31/2009
1303AD	11/1/2008 - 9/30/2009
3003AA	3/1/2006 - 9/30/2006
3003AB	6/28/2006 - 9/30/2006
3103AB	11/1/2006 - 3/31/2007
3103AC	1/18/2007 - 9/30/2007
3103AD	1/1/2007 - 9/30/2007
3203AA	10/1/2007 - 9/30/2008
3203AB	10/1/2007 - 3/31/2009
3203AC	10/1/2007 - 3/31/2009
3203AE	5/1/2008 - 6/30/2009
3203AF	6/1/2008 - 9/30/2008
3203AG	6/1/2008 - 12/31/2008
3303AB	11/1/2008 - 9/30/2009
3303AC	11/1/2008 - 3/31/2009
3303AD	11/1/2008 - 9/30/2009

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

1103AA	10/1/2006 - 9/30/2007
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3103AA

10/1/2006 - 9/30/2007

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

1303AA

10/1/2008 - 9/30/2009

1403AA

10/1/2009 - 9/30/2010

3303AA

10/1/2008 - 9/30/2009

3403AA

10/1/2009 - 9/30/2010

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Douglas Barylski, SEA 05P4
1333 Isaac Hull Ave, SE
Washington, DC 20376
douglas.barylski@navy.mil
202-781-3612

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)

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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	<u>N00024</u>
Admin DODAAC	<u>S24004A</u>
Pay Office DODAAC	<u>HQ0338</u>
Inspector DODAAC	<u>N00024</u>
Service Acceptor DODAAC	<u>N00024</u>
Service Approver DODAAC	<u>N00024</u>
Ship To DODAAC	<u>N00024</u>
DCAA Auditor DODAAC	<u>HAA722</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>N00024</u>
Acceptance Location	<u>N00024</u>

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:
<u><i>douglas.barylski@navy.mil</i></u>
<u><i>dcaa-fa06331@dcaa.mil</i></u>

(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

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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 NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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

<u>SLIN</u>	<u>Cost</u>	<u>Fixed Fee</u>	<u>CPFF</u>
1203AC	\$202,022	\$13,978	\$216,000

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

(c) CLIN(s)/SLIN(s) 1003AB, 1003AC, 1103AB, 1103AC, 1103AD, 3003AB, 3103AB, 3103AC, 3103AD, 1203AB, 1203AC, 1203AD, 1203AE, 1203AF, 1203AG, 3203AB, 3203AC, 3203AD, 3203AE, 3203AF, and 3203AG are fully funded and performance under CLIN(s)/SLIN(s) is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

AWARD TERM CLAUSE

In addition to the terms set forth elsewhere in the contract, the contractor may earn award term periods. This task order includes a base period, an option period, and three award term periods. If scores are sufficient during the base period, the contractor earns the first award term period; if scores are sufficient during the option period, the contractor earns award term 2; if scores are sufficient during the award term 1, the contractor earns award term 3.

(a) Award Term

The award-term concept is an incentive that permits extension of the contract beyond the base and first option periods of performance for superior performance.

(b) Term Points

Points are awarded during each evaluation period on the basis of the contractor's performance. For each evaluation period, the award term plan specifies a minimum number of points that are required for a term extension. If at any point, an extension is not earned, the contractor will be ineligible for all future extensions.

(c) Monitoring of Performance

The Award Term Review Board (ATRB) will continually monitor the contractor's performance. The ATRB recommends an award term to the TDO, who makes the final decision on the award-term amount on the basis of the contractor's

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performance during the award-term evaluation period.

(d) Award-Term Plan

The evaluation criteria, the associated points, and the associated award-term extensions 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 contract 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 Contracting Officer, within 5 working days after the end of each award-term evaluation period, a brief written self-evaluation of its performance for that period. This self-evaluation shall be limited to 10 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 contract period may be modified to reflect the TDO decision. The total contract ordering period, including extensions under this clause, will not exceed 5 years, or the time remaining on the SeaPort contracts, including exercised options. 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.

(i) Necessary Condition Precedent:

(1) Fair and Reasonable Price as a Necessary Condition: The Contracting Officer must determine that the price set forth in the Task Order for the goods or services covered by the Task Order continues to be fair and reasonable for a given award term period. Such a decision is at the sole discretion of the Contracting Officer. A decision that the price is no longer fair and reasonable will result in the Government voiding any award terms earned. A determination regarding whether there is a continued need for the same goods or services may be made at any time.

(2) Option Exercise a necessary condition: If at any time the Government does not exercise an option, any previously awarded award term(s) shall be void.

(3) Continued Funds a Necessary Condition: The Contracting Officer must make a determination that sufficient funds are available before an award term that has been earned and retained may become effective. The determination that sufficient funds are available does not constitute a finding that funds equal to the full total estimated cost of performance for a given year are available. Award term periods may be incrementally funded as permitted by law and regulation. In the event of incremental funding, the clause entitled LIMITATION OF FUNDS (FAR 52.232-22 (April 1984)) shall apply. The decision that sufficient funds are available is at the sole discretion of the Contracting Officer. Resources available to the program manager are subject to the managerial discretion of the program manager and a decision that sufficient funds are not available for this Task Order may be made even if there are funds available to the program office. A determination regarding the availability of funds may be made at any time.

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

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

(k) Contractor Right to Decline: The contractor retains the right to decline any award term earned, even after award and/or retention, prior to 15 months before the start of an award term year. The Contractor must notify the Contracting Officer in writing prior to 15 months before the start of the award term year of its desire not to perform the next award term year. Failure to so notify the Contracting Officer may result in a default termination if the Contractor fails to perform an award term that the Government has authorized. In the event the Contractor elects its right to decline an earned award term, all award terms shall be void.

(l) Extension of the Task Order: The Contracting Officer will unilaterally modify the Task Order to extend the period of performance when each of the following conditions apply:

- 1) an award term earned has been retained;
- 2) the Government has a continuing requirement for the good(s) or service(s) covered;
- 3) the price established for the covered line items remains fair and reasonable;
- 4) appropriated funds are available;
- 5) the Contractor has not expressly stated in writing that it is unwilling to perform an award term no later than fifteen months before the beginning of an award term period.

AWARD TERM PLAN

1.0 Introduction

This is the basis for evaluation of the contractor's performance and for presenting an assessment of that performance to the term-determining official (TDO). The evaluation for the number of term points to be awarded will begin at the start of the Task Order.

Award-term contracting is effective when performance metrics are objective, a long-term business relationship is of value to the government and to the contractor, and the expected outcomes are known up-front. The specific criteria and procedures used for assessing the contractor's performance and for determining the award term earned are described herein. All TDO decisions regarding the award-term points—including, but not limited to, the number of points, if any; the methodology used to calculate the points; the calculation of the points; the contractor's entitlement to the points; and the nature and success of the contractor's performance—are final and not subject to dispute.

The award term will be provided to the supplier through unilateral task order modifications based upon points earned as determined by the TDO.

2.0 Organization

The award-term organization includes the TDO and an Award-Term Review Board (ATRB) consisting of a chairperson, members, and the Contracting Officer.

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

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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. The ATRB chairperson briefs the TDO on recommended earned term amounts and the contractor's overall performance and recommends any award-term plan changes to the TDO.

c. Award-Term Review Board. ATRB members review the contractor's performance, consider all information from pertinent sources, and arrive at the earned award-term points recommendation to be presented to the TDO. The ATRB will also recommend any necessary changes to this plan.

e. Contracting Officer. The contracting officer is the liaison between contractor and government personnel. Subsequent to the TDO decision, the Contracting Officer modifies the Task Order period of performance, if necessary, to reflect the decision.

4.0 Award-Term Processes

a. Available Award-Term Points. The earned award-term points will be based on the contractor's performance during each evaluation period. The available points for each evaluation period are shown in the award term clause. A score of 85 points is required for a single award term extension.

b. Evaluation Criteria. If the Contracting Officer 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. The evaluation criteria and weighting that will be used if no further criteria is provided is as follows:

Quality of Work /Schedule: 40%

Cost Performance: 30%

Organization and Management: 30%

Unsatisfactory Performance: Contractor's performance of most contract tasks is inadequate and inconsistent. Quality, responsiveness, and timeliness in many areas require attention and action. Corrective actions have not been taken or are ineffective.

Award Term Points: 0 – 40

Satisfactory Performance: Contractor's performance of most contract tasks is adequate with some tangible and intangible benefits to the Government due to contractor's effort or initiative. Although there are areas of better performance, these are more or less offset by lower-rated performance in other areas.

Award Term Points: 41-80

Excellent Performance: Contractor's performance of virtually all contract tasks is consistently noteworthy and provides numerous significant, tangible or intangible, benefits to the Government (e.g., improved quality, responsiveness, increased timeliness, or generally enhanced effectiveness of operations). The few areas for improvement are all minor. There are no recurring problems. Contractor's management initiates effective corrective action whenever needed.

Award Term Points: 81-100

c. End-of-Period Evaluation: The contractor presents its self-assessment to the contracting officer within 5 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 10 pages. The ATRB submits its evaluation to the TDO 25 calendar days after the end of the evaluation period. The TDO determines the overall award-term points for the evaluation period within 45 calendar days after each evaluation period. The TDO letter informs the contractor of the earned award-term points. Upon the award of sufficient award term-points, the contracting officer issues a contract modification within 15 calendar days after the TDO's decision is made authorizing an award extension.

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5.0 Award-Term Plan Change Procedure

The TDO may unilaterally change this plan prior to the beginning of an evaluation period. In addition, the contractor may recommend changes to the plan no later than 30 days prior to the beginning of the new evaluation period. The contractor will be notified of changes to the plan by a modification to the task order, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by the mutual consent of both parties.

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SECTION I CONTRACT CLAUSES

52.217-9--Option to Extend the Term of the Contract (MAR 2000)

a) The Government may extend the term of this delivery order by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Item Latest Option Exercise Date

0001BA	1 Dec 2006
0003BA	1 Dec 2006
0001CA	1 Dec 2007
0003CA	1 Dec 2007
0001DA	1 Dec 2008
0003DA	1 Dec 2008
0001EA	1 Dec 2009
0003EA	1 Dec 2009

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Award FAD sheet

Attachment 2 - Mod 01 FAD sheet

Attachment 3 - DD254 - Contract Security Classification Specification

Attachment 4 - FAD sheet for Mod 03, \$277,000 OMN

Attachment 5 - FAD sheet for Mod 04, \$125,000 OMN.

Attachment 6 - FAD sheet for Mod 05, \$402,000 OPN.

Attachment 7 - FAD sheet for Mod 07, \$339,000.

Attachment 8 - FAD sheet for Mod 08, \$128,000, RDT&E.

Attachment 9 - FAD sheet for Mod 09, \$69,615 (O&MN,N).

Attachment 10 - FAD sheet for Mod 10, \$245,000 (O&MN,N).

Attachment 11 - FAD Sheet for Mod 11, \$46,000 (OPN).

Attachment 12 - FAD Sheet for Mod 12, \$360,000