

2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 03-Dec-2012	4. REQUISITION/PURCHASE REQ. NO. MIS Stub ID 30698	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00174	7. ADMINISTERED BY (If other than Item 6) CODE	S1002A

NSWC, INDIAN HEAD DIVISION
4072 North Jackson Road, Suite 132
Indian Head MD 20640-5115
teresa.palumbo@navy.mil 301-744-6612

DCMA ORLANDO
3555 MAGUIRE BLVD.
ORLANDO FL 32803-3726

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Unconventional Concepts, Inc. 425 E. Hollywood Blvd., STE A Mary Esther FL 32569		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11)
CAGE CODE 08TT9 FACILITY CODE	<input checked="" type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5634-FG01 10B. DATED (SEE ITEM 13) 27-Sep-2012

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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) Types of Contract Modifications - Bilateral
<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) Michael Hopmeier	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Christine M Owens, Contracting Officer
15B. CONTRACTOR/OFFEROR /s/Michael Hopmeier (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY /s/Christine M Owens (Signature of Contracting Officer)
15C. DATE SIGNED 02-Dec-2012	16C. DATE SIGNED 03-Dec-2012

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GENERAL INFORMATION

The purpose of this modification is to updated Sections C and H in accordance with the answers that were provided during the "Question & Answer" phase of the solicitation:

Accordingly, said Task Order is modified as follows:

1. SECTION C - PERFORMANCE WORK STATEMENT

Clause IHD 17 "Personnel Qualifications" for the Program Manager has been clarified to read "must have a Masters Degree in a **relevant** technical discipline."

2. SECTION H - SPECIAL CONTRACT REQUIREMENTS

Paragraph 2.0.1 "Clearance Level" has been revised.

3. SECTION H - SPECIAL CONTRACT REQUIREMENTS

QASP Paragraph 1. "Purpose" has been revised to clarify "no greater than 10 Red Team events **per year**."

4. All other terms and conditions remain unchanged.

5. Contractor's Statement of Release

The parties have considered whether an equitable adjustment in the contract price, delivery schedule, or other terms and conditions of the contract is warranted by virtue of the above change(s) to the contract. The parties agree that no such adjustment is warranted. The contractor waives all right, title and interest, if any, to further equitable adjustments arising under this modification.

6. For additional information concerning this task order, please contact Teresa M. Palumbo at 301-744-6612 or teresa.palumbo@navy.mil.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$536,957.60 by \$0.00 to \$536,957.60.

The total value of the order is hereby increased from \$536,957.60 by \$0.00 to \$536,957.60.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	Base Year Labor for Red Team Events (OTHER)	1.0	LO	\$476,960.70	\$476,960.70
5001	Option Year I Labor for Red Team Events (OTHER) Option	1.0	LO	\$485,191.39	\$485,191.39
5002	Option Year II Labor for Red Team Events (OTHER) Option	1.0	LO	\$493,669.00	\$493,669.00

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Base Year Facilities & Materials Other Direct Costs (ODCs) (OTHER)	1.0	LO	\$26,184.40
600001	PR# 1300307793 (OTHER)			
6001	Option Year I Facilities & Materials Other Direct Costs (ODCs) (OTHER) Option	1.0	LO	\$27,050.00
6002	Option Year II Facilities & Materials Other Direct Costs (ODCs) (OTHER) Option	1.0	LO	\$27,929.13
6003	Base Year Travel Other Direct Costs (ODCs)	1.0	LO	\$33,812.50

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(OTHER)

600301 PR# 1300307793

(OTHER)

6004 Option Year I 1.0 LO \$34,949.95
 Travel Other
 Direct Costs
 (ODCs) (OTHER)
 Option

6005 Option Year II 1.0 LO \$36,069.82
 Travel Other
 Direct Costs
 (ODCs) (OTHER)
 Option

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The COR for this task order is:

Name: Mr. William (Bill) Judkins
 Address: Joint Staff, J7, Pentagon, Washington DC 20318-7000
 Phone: 703-697-8881
 Email: william.l.judkins.civ@mail.com

(b) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer (ACO) and does not have authority to direct the accomplishment of effort which is beyond the scope of the statement of work in the task order.

(c) When, in the opinion of the contractor, the COR requests effort outside the existing scope of the task order, the contractor shall promptly notify the contracting officer (or ordering officer) in writing. No action shall be taken by the contractor under such direction until the contracting officer has issued a modification to the task order, until the ordering officer has issued a modification to the task order; or until the issue has been otherwise resolved.

(d) In the event that the COR named above is absent due to leave, illness or official business, all responsibility and functions assigned to the COR will be the responsibility of the alternate COR.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement (PWS) RED TEAM

SECTION ONE: SCOPE

1.0 Description of Services

1.1 Background

The Chairman of the Joint Chiefs of Staff's (CJCS') Joint Concepts are written using a "problem-solution" method. They identify military problems and propose solutions for innovative ways to conduct operations, going beyond merely improving the ability to execute missions under existing standards of performance. They are a visualization of future operations and describe how a commander, using military art and science, might employ capabilities necessary to meet future military challenges. Ideally, they will produce new capabilities that enable greater capability to the joint warfighter and may significantly change the measure of success in military operations overall. Additionally, the Joint Concepts can provide more efficient technical and operational improvements for existing processes. The concepts cover a period beyond the Future Years Defense Program (FYDP), 8-20 years into the future. The development process is governed by a Chairman of the Joint Chiefs of Staff Instruction (CJCSI 3010 series). Joint experimentation, to include technical evaluations, shall use these concepts as the impetus to guide assessment efforts for development of future capabilities. CJCSI 3010 and examples of approved Joint Concepts are available for download at <http://www.dtic.mil/futurejointwarfare/>.

During the base year, and each option year of this requirement, the CJCS will approve new joint concepts for development. The Joint Staff (JS) J7 provides oversight for the development and follow-on assessment of these concepts.

As part of the concept development process, a "Red Team" reviews each of these future concepts to refine the concept and enhance the likelihood of senior-level DoD acceptance and concurrence of the ideas. Senior level is defined as the Vice Chairman of the Joint Chiefs of Staff as the Joint Requirements Oversight Council Chairman, the Chairman of the Joint Chiefs of Staff, and the Secretary of Defense.

As explained in CJCSI 3010, the "reviews are independent assessments conducted by subject matter experts who provide informative concept critiques. These reviews put emphasis on identifying failure modes and possible adversary counters to the concept."

A Red Team may be comprised of Contractors and Government employees both military and civilian. For example, current and past members of concept Red Team efforts have included former U.S. Government national-level executives, general/flag officers with national defense and national security experience, and former U.S. ambassadors. Key personnel from inter-agencies, such as Department of Justice, National Research Laboratories, recognized academic institutions, and civilian experts are further examples of members. One past approach for obtaining this level of input has been for the Red Team to participate in a qualitative wargame; or a "round table" guided discussion designed to address pertinent research questions. Red Teams include 5-8 senior participants who are recognized across DoD as strong, conceptually-minded thinkers or futurists, capable of clearly articulating complex issues, and possess strong logic skills. The contractor shall provide management of the Red Team event, guiding the flow of the analytical questions and group discussions, ultimately leading to a comprehensive report of their findings.

Beyond a single formal critique of each concept considered, the Contractor shall provide input and feedback during specified times of the concept development process in order to improve the quality of the final product.

1.2 Purpose

To acquire Contracted Advisory and Assistance Services (CAAS) to support the Joint Staff J7 with key persons to conduct research, analyze, provide technical and operational expert feedback, and recommendations to the concept development stakeholders. The report of analysis and findings will assist the concept developer in refining the overall development of the proposed concept. The contractor shall support no greater than ten (10) formal Red Team assessments of new or revised concepts. The contractor shall support the review of concept source

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documentation, analysis of concept, preparation for one (1) round table conference with concept developers along with final written report of concept review per Red Team event.

1.3 Objective

The objective of this effort is to acquire contractor services to continue development of capabilities for the joint force. It is the Government's intent to award a performance based contract. The contractor shall perform to the standards in this contract. In this effort, the contractor shall provide strictly non-personal services and shall work as an independent contractor not subject to supervision and control by the Government.

1.4 Place of Performance

The primary place of performance for this effort shall be the Contractor's facility and at Contractor arranged conference and meeting places.

1.5 Type of Contract

The Government anticipates award of a Firm Fixed Price Contract.

1.6 Travel

The contractor shall be responsible for any travel arrangements required in order to conduct reviews, analysis, preparation, and execution of Red Team events. Any concerns or questions concerning travel costs will be addressed with the COR. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Joint Travel Regulations (JTR). Non-local travel shall be requested and submitted in writing to the COR two weeks prior to travel dates. The COR shall respond in writing with approval or disapproval within two days of the request. Travel will be included in an Other Direct Costs (ODC) CLIN with a not to exceed (NTE) amount.

SECTION TWO: APPLICABLE DOCUMENTS

2.0 Reference to Detailed Specifications

a. CJCSI 3010 series, CJCSM 3010.02, Joint Concept Development and Experimentation.

2.1 Specific Regulation or Guidance

The deliverables will become the intellectual property of the United States Government.

a. This task order shall be conducted under Industrial Security Procedures specified in DOD 5220.22-M, Industrial Security Manual for Safeguarding Classified Information, or by the designated Government Contracting Officer's Representative.

b. A need to know is hereby established in connection with this effort, and access to classified documents and publications. The need to know is restricted to contractor members assigned in writing to work on this performance work statement for the duration of this effort.

SECTION THREE: REQUIREMENTS

3.0 Task Descriptions

3.1 Kick-Off Meeting

The Contractor shall schedule and conduct a joint Government, contractor kick-off meeting to review PWS requirements ten (10) days after contract award. The kick-off meeting may be conducted via several methods. The method of the meeting will be determined by the Government.

3.2 Integrated Master Schedule

The Contractor shall deliver and maintain an integrated master schedule in accordance with Contract Data Requirements List (CDRL) A001.

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3.3 Contract Summary Report

The Contractor shall submit monthly contract summary reports, in accordance with CDRL A002, that coincide with the period used for the Contractor's monthly invoice.

3.4 Joint Concept Development and Experimentation (JCD&E) Support

The contractor shall provide research and analysis support through the review and development of joint concepts for the Department of Defense in support of the CJCS Joint Concept Development and Experimentation, (JCD&E) Program.

3.4.1 JCD&E Independent Formal Report

The contractor shall produce and deliver independent reports designed to foster the concept, experiment, or other JCD&E related activity (i.e., capability based assessment) in accordance with CDRL A003.

3.4.2 Red Team Critique Independent Formal Report

The contractor shall produce and deliver an independent, formal report describing the Red Teams critique of the concept, experiment or activity under review; containing detailed analysis and recommendations in accordance with CDRL A003.

3.5 Red Team Preparation

The contractor shall review all logistics and provide support for execution of Red Team Events which consist of the following:

3.5.1 Red Team Logistic Support

The contractor shall provide all logistical support in arranging transportation, housing, etc. for all Red Team attendees as well as during Red Team Review and critique out briefs.

3.5.2 Red Team Site Review

The contractor shall provide the Joint Staff J7 with an overview of the location selected for any Red Team conference.

3.5.3 Read Ahead Materials

The contractor shall provide read ahead documentation to Red Team members prior to each event. Read ahead documentation shall include all pertinent event specific material that will allow Red Team members to provide an informed critique of the subject matter during the event. The read ahead material shall be in accordance with CDRL A004 and provided to each Red Team member prior to the scheduled Red Team event.

3.6 Red Team Assessment

The contractor shall facilitate the Red Team participants to provide in-depth analysis and formal critique to concept/experiment champions.

3.6.1 Red Team Concepts

The Government shall provide the concepts for review to the contractor for dissemination to the Red Team participants. These concepts can be in written or digital form with appropriate supporting material as available. The Red Team shall research the conceptual idea, analyze the concept, develop an alternative concept or develop a risk/fault analysis on the concept and present it to the concept authors. The concept, in accordance with CJCS Directives shall do the following:

- Serve the stated purpose
- Utilize clear, concise language that provides a sensible, realistic approach toward effective implementation of concepts
- Differentiate from other concepts

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- Describe a clear problem demanding resolution other than likely to be handled through evolutionary development
- For operationally focused concepts, describe key effects and anticipated associated capabilities needed to generate those effects
- For more narrowly scoped concepts, describe critical tasks and associated capabilities needed to support the mission to a task/condition/standard level of detail as well as identify what metrics may be used to measure mission accomplishment

3.6.2 Red Team Analysis

For other activities, to include studies and capabilities based assessments, based on the requirement, the Red Team shall conduct a form of analysis and provide recommendations based on that analysis to the champion of that activity (experiment/assessment) in accordance with CDRL A005. The experiment or other assessment based activity shall do the following:

- Clearly identify the question/issue trying to be answered/vetted
- Provide metrics for assessing a capability
- Clearly describe the environment in which the experiment/assessment is to take place.
- Identify expected outcomes/products/recommendations from assessment.

3.7 Final Red Team Assessment

The Red Team Assessment, in accordance with CDRL A006, shall be provided to the Joint Staff J7 and the concept author or experiment/ assessment champion and will consist of the following:

· Assessment Briefing

The contractor shall develop and present a Red Team Assessment Briefing to the Joint Staff J7 and the concept author or experiment/ assessment champion at the one day Round Table Seminar. The contractor shall receive J7's approval of the assessment brief prior to the out-brief. The contractor will allow time for the Director, J7 to meet with the Red Team members prior to the briefing, if required.

· Critique Agenda

The contractor shall develop the critique agenda and facilitate critique. The contractor shall identify critical issues as they arise and recommend follow-on / side-bar discussions as required.

· Red Team Review

The contractor shall transcribe the critique, identifying key areas of interest in an excel spreadsheet that can be used by the author/champion to report how they used/did not use the recommendations from the Red Team.

· Red Team Reporting

The contractor shall provide to the Joint Staff J7 a four to five page report summarizing the discussion and outcomes from the Red Team review and critique. The contractor shall identify success areas as well as areas for improvement and implement recommendations for new Red Team Events. Input from the Joint Staff J7 for both success and improvement areas will be provided.

ACRONYMS & DEFINITIONS

CAAS – Contracted Advisory and Assistance Services

CJCS – Chairman of the Joint Chiefs of Staff

CJCSI – Chairman of the Joint Chiefs of Staff Instruction

Contracting Officer's Representative (COR) - A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor.

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CPAR – Contract Performance Assessment Review

Defective Service - A service output that does not meet the standard of performance associated with it in the PWS.

Delivery Date – The specific time of delivery and/or performance.

DSS – Defense Security Service

FYDP – Future Years Defense Program

IPS – Integrated Project Schedule

ISFD – Industrial Security Facilities Database

JCD&E – Joint Concept Development and Experimentation

JS – Joint Staff

JTR – Joint Travel Regulation

Metrics - A system of parameters or ways of quantitative and periodic assessment of a process that is to be measured, along with the procedures to carry out and interpret such measurement and assessment.

NTE – Not to Exceed

ODC – Other Direct Costs

Performance Objective – The service and/or activity required.

Performance Requirement – The outcomes, or results, that lead to satisfaction of the objective(s).

Performance Standard – Establishes the performance level required by the Government to meet the task order requirements. The standards shall be measurable and structured to permit an assessment of the contractor's performance.

Performance Threshold – Minimum acceptable level, error rate and/or deviation from standard.

Performance Work Statement (PWS) – A detailed work statement for performance-based acquisitions that describes the required results in clear, specific and objective terms with measurable outcomes.

RTCD – Red Team Project Completion Date

RTSD – Red Team Project Start Date

SME – Subject Matter Expert

SSBI – Single Scope Background Investigation

Task – How the contracting effort fits within the existing or intended customer environment both technically and organizationally; a specific piece of work to be completed within a certain time period.

Wide Area Work Flow (WAWF) – A secure Web-based system to allow contractors to submit electronic invoices, and provide the Government a means to electronically receipt for and accept supplies and services.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal "Red Team Proposal" dated September 11, 2012 in response to NAVSEA Solicitation No. N00024-12-R-3238.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the

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provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

(End of Text)

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a

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description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

IHD 17 - Personnel Qualifications (Minimum) NAVSEA/IHD (FEB 2000)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

(b) The Government will review resumes of Contractor personnel proposed to be assigned, and if personnel not currently in the employ of Contractor, a written agreement from the potential employee to work will be part of the technical proposal.

(c) If the Ordering Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

(d) The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

The Contractor shall provide a suitable mix of personnel with the education and demonstrated skills and experience necessary to perform the tasks described in the PWS. The key personnel requirement is for a Program Manager. J7 requests resumes for all prospective key personnel. The key labor descriptions and qualifications are as follows:

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- Master's Degree in an engineering, scientific, or a **relevant** technical discipline.
- At least fifteen (15) years of recent experience in progressively increasing levels of responsibility preferably related to management of technical and operational analysis of conceptual design programs. Experience to include at least five (5) years of experience in the management and control of budgets, personnel, and material resources for contracts of this type and complexity.
- A Bachelor's degree and an additional six (6) years of recently demonstrated capability in overall Program Management experience may be substituted for a Master's degree.
- The candidate must be capable of directing, supervising and coordinating all activities within an assigned project; must have knowledge and experience in work planning, work assignment, task scheduling, work progress assessments, technical staff development, all applicable standards, and the work products required for each specific delivery order. The candidate must be able to direct and conduct program technical reviews with Government customers.

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SECTION D PACKAGING AND MARKING

All deliverables shall be packaged IAW best commercial practices.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance is at Destination.

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SECTION F DELIVERABLES OR PERFORMANCE

The periods of performance for the following Items are as follows:

5000	9/28/2012 - 9/27/2013
6000	9/28/2012 - 9/27/2013
6003	9/28/2012 - 9/27/2013

CLIN - DELIVERIES OR PERFORMANCE

1.0 Period of Performance

The period of performance shall be for one base period of 12 months from 28 September 2012 to 27 September 2013. Two 12 month option periods may be exercised at the sole discretion of the Government.

The period of performance for the following Items are as follows:

5000	9/28/2012 - 9/27/2013
6000	9/28/2012 - 9/27/2013
6003	9/28/2012 - 9/27/2013

The estimated periods of performance for the following Option Items are as follows:

5001	9/28/2013 - 9/27/2014
6002	9/28/2014 - 9/27/2015
6004	9/28/2013 - 9/27/2014
5002	9/28/2014 - 9/27/2015
6002	9/28/2013 - 9/27/2014
6005	9/28/2014 - 9/27/2015

Place of Performance

Services to be performed hereunder will be provided at the Contractor's facility and at Contractor arranged conference and meeting places.

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

Mr. William (Bill) Judkins
 Joint Staff, J7, Washington DC 20318-7000
 703-693-5344

IHD 76 – NAVAL SURFACE WARFARE CENTER INDIAN HEAD DIVISION (NSWC IHD), NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) (MAR 2012)

1. The policy of this station is to schedule periods of reduced operations or shutdown during holiday periods. Deliveries will not be accepted on Saturdays, Sundays or Holidays except as specifically requested by the NSWC IHD. All goods or services attempted to be delivered on a Saturday, Sunday or Holiday without specific instructions from the Contracting Officer or his duly appointed representative will be returned to the contractor at his expense with no cost or liability to the U.S. Government.

2. The scheduled holidays for NSWC IHD, are:

HOLIDAYS*

New Year's Day
 Martin Luther King's Birthday
 President's Day
 Memorial Day
 Independence Day
 Labor Day
 Columbus Day
 Veteran's Day
 Thanksgiving Day
 Christmas Day

* If the actual date falls on a Saturday, the holiday will be observed the preceding Friday. If the holiday falls on a Sunday, the observance shall be on the following Monday.

For a specific calendar year, the actual date of observance for each of the above holidays may be obtained from the OPM website at OPM.GOV or by using the following direct link: <http://www.opm.gov/fedhol/index.asp>.

3. The hours of operation for the Contracts Division and Receiving Branch are as follows:

AREA FROM TO

Procurement Office (BLDG. 1558) 7:30 A.M. 4:00 P.M.

Receiving Office (BLDG. 116) 7:30 A.M. 11:30 A.M.
 12:30 P.M. 3:30 P.M.

If you intend to visit the Procurement Office, it is advised that you call for an appointment at least 24 hours in advance.

4. NSWC IHD is a tenant of the Naval Support Activity South Potomac (NSASP) at Indian Head. Access to the NSASP at Indian Head shall be in accordance with NSWC IHD Command Security Policy requirements.

Routine Physical Contractor Access to a Federally-controlled Activity

4.1 Activity Regulations

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All contractor personnel employed on the Activity shall become familiar with and obey all Activity regulations including but are not limited to installation access control policy, safety, traffic and security regulations. The contractor in the performance of work requirements must comply with these regulations.

4.2 Personally Identifiable Information (PII)

Personally Identifiable Information is information that can be used to distinguish or trace someone's identity. It includes information such as name, social security number, date and place of birth, mother's maiden name, and biometric records, including any other personnel information which is linked to an individual. When submitting any of this information in electronic communication methods ensure the subject line indicates "For Official Use Only (FOUO) Privacy Sensitive". Contractor's who work with records that contain the aforementioned sensitive information are responsible for protection of PII. Failure to safeguard PII can result in identity theft as well as can result in criminal penalties against the individual and civil penalties against the agency. In order to protect PII, all documentation utilized by Naval Support Activity South Potomac (NSASP) for vetting and determining the fitness of individual requesting and/or requiring access to NSASP installations will be destroyed.

4.3 Citizenship

Individuals working on this contract must be U.S. citizens, immigrant/resident aliens who hold a current resident alien card with a photo; either the I-551 with a photo and without an expiration date or who hold the new type I-766 Employment Authorization Card (with magnetic strip, photo, hologram) issued by Homeland Security in their possession in order to enter the installation. As is the case with anyone allowed access to the installation, these individuals must also have a current driver's license or state issued identification card.

Resident aliens or those with a Homeland Security I-766 may work in the general or restricted areas but cannot enter or work inside technical buildings unless authorized by the cognizant command.

Those with any other type of work permit, resident cards with expiration dates, visas, etc. will not be granted access.

4.4 Expected Visitor

Submission of personal information is required for the purpose of vetting individuals to ensure fitness for access to military installations, to include criminal record and sex offender registry status. In accordance with the Office of the Chief of Naval Operations (OPNAV), OPNAVINST 1752.3 dated 27 May 2009 sex offenders are prohibited from accessing Navy facilities. Information obtained will be destroyed once verified. Non-compliance in providing personal information will result in denial of access.

An expected visitor must identify the Company Name along with address, Date of the Visit, Visitor Name (first name, middle initial and last name), Social Security Number (SSN), Date of Birth, Citizenship, Drivers License or State issued ID (State issued, photo ID number and expiration date), Building Number Visiting, Point of Contact and Telephone number not later than **five working days** before the required visit to the Contracting Officer Representative (COR).

Prior to granting access, the aforementioned expected visitor information is required to be submitted to the COR.

On the day of the arrival, the person must bring their photo identification, vehicle registration and proof of insurance card. All visitors must stop at the Activity pass office for clearance.

4.5 Recurring Vendors, Contractors, Suppliers and Other Service Providers

NSWC IHD has implemented RAPIDGate for non-common access card (CAC) vendors, contractors, and suppliers program in accordance with Commander, Navy Installations Command (CNIC) Notice 5530 dated 12 July 2010. It is strongly encouraged that all non-CAC holders who require base access enroll into the RAPIDGate program. RAPIDGate provides a standardized background check, identification credential, biometric capabilities and entry procedures that will enhance security while significantly expediting access. RAPIDGate credential will be issued and base access granted once the enrollee passes vetting and National background checks conducted by RAPIDGate systems maintained by the installation. The RAPIDGate credential will be the only means for long term installation access. After 1 June 2011, NSASP will only issue one day Temporary Paper Passes and all previously issued passes will expire. Participants in the RAPIDGate program will have streamlined access to the installation which will

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reduce time and costs to companies desiring to conduct business on NSASP installations. The following RAPIDGate Program Enrollment Information is provided:

4.5.1 Enrollment in RAPIDGate

Enroll your company by calling 1-877-RAPIDGate (1-877-727-4342). A customer service representative will give you all the necessary information regarding the program and send you the necessary enrollment forms. You will need to provide your installation name (NSA South Potomac) and sponsor point of contact or (COR), including a name, phone number and e-mail address. NSASP must authorize your request to participate in the RAPIDGate Program. The minimum elapsed time from company enrollment to an employee receiving RAPIDGate credential is approximately two weeks.

4.5.2 Current RAPIDGate Enrollment

If your company is already enrolled in the RAPIDGate Program at another installation, you may request access to this installation by calling the aforementioned number. Once your company is approved by NSASP your employees who already hold RAPIDGate credentials will be able to use the same credentials at our installation.

4.5.3 Approved RAPIDGate Enrollment

Once your company has been approved for enrollment and paid the enrollment fee, instruct your employees to register at the self service registration located at the NSWC IHD Pass and ID Office at Indian Head. Each employee should be ready to provide your company's RAPIDGate company code, his or her address, phone number, date of birth, and social security number. The registration station will capture the employee's photograph for badging and fingerprints for identity verification.

4.5.4 Assisted RAPIDGate registrations

Assisted registration at your company's location may be available if you have 50 or more employees to register. Contact RAPIDGate for details at 1-877-RAPIDGate.

4.5.5 RAPIDGate Background Screening and Credentialing

RAPIDGate program performs background screening and credentialing. Upon the company approving an employee participation and paid the registration fee, the RAPIDGate Program performs identity authentication and background screening. Your company will be notified when qualified employees may pick up their personalized RAPIDGate credentials at the NSWC IHD Pass and ID Office. To retrieve the credential, the employee must show proof of identity by presenting one form of identification from List A or two forms of identification from List B.

4.5.6 Forms of Acceptable Identification for picking up credentials:

List A – One Required

- U.S. Passport (current not expired)
- Permanent Resident Card or Alien Registration Receipt Card (Form I-551)
- Unexpired foreign passport, with I-551 stamp or attached Form I-94 indicating unexpired employment authorization
- Unexpired Employment Authorization Document that contains a photograph (Form I-766, I-688, I-688A, I-688B)

List B – Two Required

- Drivers license or ID card issued by a state
- ID Card issued by federal, state or local government agencies or entities
- School ID card with a photograph
- Voter's registration card
- U.S. Military card or draft card
- Military Dependent's ID Card
- U.S. Coast Guard Merchant Mariner Card
- Native American Tribal document
- Driver's license issued by a Canadian Government Authority

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- U.S. Social Security card issued by the Social Security Administration
- Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
- Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal
- U.S. Citizen ID Card (Form I-197)
- ID Card for use of Resident Citizen in the United States (Form I-179)
- Unexpired employment authorization document issued by DHS (other than those listed under List A)

4.5.6.7 RAPIDGate entry

After activating the RAPIDGate credentials, employees present them to the officer at the entry control point to request entry to NSWC IHD. Participants must wear and display their credential at all times while on the installation. Questions about the RAPIDGate program shall be addressed to info@rapidgate.com with the subject line RE: RAPIDGate Program.

4.6 Activity Identification Badges and Vehicle Decals

Contractors that require routine access to the installation shall obtain an identification badge and DoD decal for their vehicle in accordance with Naval Support Activity South Potomac installation access control procedures.

Contractor employees shall submit an application for badge requests to the COR by providing their personal information such as Company Name and Address, Name (last name, first name and middle initial), SSN, Date of Birth, Citizenship, Drivers License or State issued ID (State issued, photo ID number and expiration date). Any lost or stolen badges shall immediately be reported to the COR along with the Security Office.

To obtain DoD decals, the employee must present a valid driver's license, current vehicle registration required by the state in which the vehicle is registered and current proof of insurance for the registered vehicle.

4.7 Badge and Vehicle Decal Returns

Notify the Physical Security Office and the COR of all terminations of employees to ensure access levels are removed and all badges issued to the person by the Activity are returned.

4.8 Installation Traffic and Parking Regulations

All contractors at NSASP are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), and NSASP regulations, policies and appropriate supported command instructions. All provisions of Virginia and Maryland vehicle codes apply unless one of the aforementioned regulations or policies is more restrictive.

Contractors must comply with NSASP Instruction 5560.1 dated 26 February 2009 for traffic control, parking control and traffic court at the Naval Support Activity, South Potomac installations for Naval Support Facility Indian Head and Stump Neck Annex. This aforementioned instruction is located on the internet website, <http://dahlgrensharks.com/NSASPINST%205560.1%20Installation%20Traffic%20&%20Parking%20Regulations.pdf>. Any violations of the instruction, Navy or DoD regulation or policy, or state or federal laws may result in a wide range of penalties. These may include but are not limited to: criminal charges, civil charges, vehicle towing, vehicle impoundment at owner's expense, and/or other administrative or legal action up to and including removal of vehicle or individuals from the confines of NSASP installations.

Privately owned vehicles that operate on the Activity must comply with state inspection requirements of the state in which the vehicle is registered.

Regardless of status, all vehicles and personnel entering and exiting the Activity shall be subject to searches to ensure the overall readiness of the Activity.

All drivers entering shall possess a valid driver's license, issued by competent authority, on their person when operating a motor vehicle. In addition, all vehicles shall have a current registration, license plates, and proof of insurance.

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All personnel onboard the Activity are subject to federal law, DoD, DoN, Navy Installation Command (CNIC), Navy District Washington (NDW), NSASP regulations and State laws, policies and appropriate supported commands instructions in support of the mission.

4.9 Smoking Policy

Smoking is prohibited within and outside of all buildings on the installation activity except in designated areas. Discarding tobacco materials other than into designated tobacco receptacles is considered littering and is subject to fines. Matches or lighters and other spark/flame producing devices are prohibited in the Activity restricted area. Only installed electric lighters shall be allowed in designated smoking areas. A vehicle is not a designated smoking area.

4.10 Hand Held Cellular Devices and Earpieces

All vehicle operators onboard the Activity shall not use cell phones unless the vehicle is safely parked or unless they are using a hands free device. Use of cellular phones, CB radios, walkie-talkies, and other portable radio transmitters is prohibited in the restricted areas beyond NSASP Indian Head Post II and Stump Neck Annex unless approved by the hazards of electromagnetic radiation to ordnance (HERO) program manager.

4.11 Photographic Equipment

Photographic equipment of any kind is prohibited within the restricted area unless a camera permit is approved by their command and issued by the Activity Pass and ID.

4.12 Early Dismissal and Closure of NSWC Indian Head Facilities

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility shall follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they shall go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors shall monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

External local media (television and radio) will be used to communicate the working status for employees of NSWC IHD for inclement weather. Ensure to look/listen for the notifications specific to NSWC IHD.

Television Stations:

Radio Stations:

WRC-TV – Channel 4 WTOP – 103.5 FM (<http://ww.wtop.com/?nid=667>HYPERLINK "<http://ww.wtop.com/?nid=667>)Fox")

Fox – Channel 5 WSMD – 98.3 FM

ABC News – Channels 7 and 8

WUSA – Channel 9

WJZ-TV – Channel 13 (CBS – Baltimore)

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat or a facility related problem), on site contractors will continue working established work hours off site as permitted by parent company policy or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the nonworking hours to the contract or task order.

Non-essential contractor personnel are not permitted to remain or work at a Government facility when the facility is closed to Federal employees and/or early dismissal of Federal employees.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closing in accordance with FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the contract or task order period of performance,

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and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission

of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

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(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

2 in 1

(Contracting Officer: Insert applicable document type(s). Note: If a ``Combo" document type is identified but not supportable by the Contractor's business systems, an ``Invoice" (stand-alone) and ``Receiving Report" (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Destination/Destination

(Contracting Officer: Insert inspection and acceptance locations or ``Not applicable.")

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF Data to be entered in WAWF

Pay Official DoDAAC HQ0338

Issue By DoDAAC N00174

Admin DoDAAC S1002A

Inspect By DoDAAC H91269

Ship To Code N/A

Ship From Code N/A

Mark For Code N/A

Service Approver (DoDAAC) H91269

Service Acceptor (DoDAAC) H91269

Accept at Other DoDAAC N/A

LPO DoDAAC N00174

DCAA Auditor DoDAAC HAA107

Other DoDAAC(s) N/A

(*Contracting Officer: Insert applicable DoDAAC information or ``See schedule" if multiple ship to/acceptance locations apply, or ``Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes

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appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

teresa.palumbo@navy.mil
William.Judkins@js.pentagon.mil

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

ccl-ec-navy-wawf-helpdesk@dfas.mil

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

IHD 86

– SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (NAVSEA/IHD) APR 2011

Security badges will be issued by the Government only to those contractor personnel who require access to Naval Surface Warfare Center, Indian Head Division (NSWC IHD), Naval Support Activity South Potomac (NSASP) in connection with work to be performed under this contract. Approval for such issuance may only be granted by the COTR, Ordering or Contracting Officer. The Contractor shall maintain a register of employees currently authorized access to NSWC IHD, NSASP. This does not include badges temporarily authorized for contractor visitors to NSWC IHD, NSASP. Furthermore, the contractor shall maintain a current register of contractor personnel with full or part-time work or office space located on board the Naval Support Activity South Potomac . This register will be made available upon request of the Contracting Officer. The contractor shall follow station security procedures in this regard.

Accounting Data

SLINID	PR Number	Amount
5000	1300307793	476960.70
LLA :		
AA 9710400.1220 4797 P1008 2523 9JJDG97 012195 DJAC11174		
Standard Number: H91269-1196-1174-000		
600001	1300307793	26184.40
LLA :		
AA 9710400.1220 4797 P1008 2523 9JJDG97 012195 DJAC11174		
Standard Number: H91269-1196-1174-000		
600301	1300307793	33812.50
LLA :		
AA 9710400.1220 4797 P1008 2523 9JJDG97 012195 DJAC11174		
Standard Number: H91269-1196-1174-000		

BASE Funding 536957.60
Cumulative Funding 536957.60

MOD 01 Funding 0.00
Cumulative Funding 536957.60

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SECTION H SPECIAL CONTRACT REQUIREMENTS

1.0 Hours of Operation

The contractor must be available between the hours of 0800-1700 Monday through Friday except Federal holidays or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The contractor must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within the PWS when the Government facility is not closed for the above reasons. When hiring personnel, the contractor shall keep in mind that the stability and continuity of the work force are essential.

2.0 Security Requirements

2.0.1 Clearance Level

The Program Manager and the Senior Analyst shall possess a final Secret (S) Clearance based on a National Agency Check (NACLAC) completed within the last 10 years (in-scope). The clearance must be fully adjudicated at the Secret level and will have an indication of “determined eligibility of Secret” in JPAS. Personnel security clearances (PCLs) must be verifiable in the Joint Personnel Adjudication System (JPAS). Foreign Nationals are prohibited from working on classified and unclassified portions of this contract.

The Subject Matter Experts and Support/Administrative Staff do not require a Secret clearance and will sign a non-disclosure agreement if required.

2.0.2 Facility Clearance

The Contractor shall possess and maintain a SECRET facility clearance from the Defense Security Service (DSS) as verified within the Industrial Security Facilities Database (ISFD) at time of proposal submission.

2.0.3 Physical Security

The contractor shall be responsible for safeguarding all Government information or property provided for contractor use. At the close of each work period, Government information, facilities, equipment and materials shall be secured as specified.

2.0.4 Access and Identification Requirements

The contractor shall maintain Pentagon access badges for required personnel. In the event the contractor loses his or her Pentagon access badge, it's the contractor's responsibility to replace each at the contractor's expense.

3.0 Periodic Progress Meetings

The contracting officer, Contracting Officers Representative (COR), and other Government personnel, as appropriate, may meet periodically with the contractor to review the contractor's performance. At these progress meetings the contracting officer will provide feedback to the contractor of how the Government views the contractor's performance and the contractor will apprise the Government of problems, if any, being experienced. Government and contractors shall take appropriate action to resolve outstanding issues. These meetings shall be at no additional cost to the Government.

4.0 Identification of Contractor Employees

All contractor provided personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

5.0 Government Furnished Information, Facilities, Property and Equipment

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The Government shall provide the base concept, reference materials (as available) and information needed for the contractor to conduct analysis and review of the concept. Facilities, property and equipment will not be provided.

5.0.1 Information

The Government shall provide all information pertaining to capability development processes, concepts and capability based assessments (CBA), and documents supporting the mission of JS J7.

5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. 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.

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Teresa M. Palumbo
 Phone Number: (301)744-6612
 Email: teresa.palumbo@navy.mil

Payments/Invoicing: WAWF

Contracting Officer's Representative: Mr. William (Bill) Judkins
 Phone Number: 703-697-8881
 Email: william.l.judkins.civ@mail.com

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Ordering Officer Renee M. Brown (301) 744-6653.

Quality Assurance Surveillance Plan (QASP)

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to ensure systematic quality assurance methods are used in this performance based service task order. The Contractor shall perform in accordance with the QASP performance metrics, and the Government shall receive the quality of services identified in the task order. A properly executed QASP will assist the Government in achieving the objectives of this acquisition.

This objective of this effort is to assist J7 during the execution of no greater than 10 Red Team Events **per year** by conducting research, analyzing, providing technical and operational expert feedback, and recommendations to the concept development stakeholders. The resulting performance based task order will have firm fixed fee Labor CLINs, and not to exceed (NTE) only Other Direct Cost (ODC) CLINs. The period of performance for this task order will cover a base and two (2) options for a total of three (3) years. A properly executed QASP will assist the Government in achieving the overall objectives of this procurement.

2. AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which

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provides for inspection and acceptance of the services and documentation called for in service contracts, to be executed by the Contracting Officer or a duly authorized representative.

3. SCOPE

The QASP is put in place to provide Government surveillance and oversight of the Contractor's efforts to assure that they are timely, effective and are delivering the results specified in the task order.

The Contractor's performance on this task order will be evaluated by the Government as described below and summarized in the Contractor Self-Assessment Milestone Chart. The first evaluation will cover the period ending six months after date of task order award, with successive evaluations being performed for each twelve month period thereafter, until the Contractor completes performance under this task order. The evaluation will encompass all work performed by the Contractor during the assessment period, but will not include cumulative information from prior assessments. The Contractor will complete a self-assessment of the work performed, to be delivered to the Contracting Officer's Representative (COR) and the Contract Administrator, as identified in the task order, No Later Than (NLT) 60 days after the end of the assessment period. The self-assessment shall cover all areas of the Government QASP. Based on the evaluation results, provided by the COR and the Contract Administrator, the Contracting Officer will assign an overall performance rating. If the Contracting Officer assigns an "Unsatisfactory" performance rating for the period evaluated, the next option period will not be exercised. A final assessment shall be completed by the Government within four months of the completion date of the task order (inclusive of all exercised options).

CONTRACTOR SELF-ASSESSMENT MILESTONE CHART						
BASE		OPTION I		OPTION II		CLOSE
Month 1	*PD 1	Month 1	PD 2	Month 1	PD 5	Month 1
Month 2		Month 2		Month 2		Month 2
Month 3		Month 3		Month 3		
Month 4		Month 4		Month 4		
Month 5		Month 5		Month 5		
Month 6		Month 6		Month 6		
Month 7	PD 2	Month 7	PD 3	Month 7		
Month 8		Month 8		Month 8		
Month 9		Month 9		Month 9		
Month 10		Month 10		Month 10		
Month 11		Month 11		Month 11		
Month 12		Month 12		Month 12		

 Contractor Self Assessment Reporting Due Date

*PD = Period

4. GOVERNMENT RESOURCES AND RESPONSIBILITIES

The following Government resources shall have responsibility for the implementation of this QASP:

Procurement Contracting Officer – The Procurement Contracting Officer (PCO) ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interest of the United States in the contractual relationship. It is the PCO that assures the Contractor receives impartial, fair and equitable treatment under the task order. The PCO is ultimately responsible for the final determination of the adequacy of the Contractor's performance. The PCO for this task order is identified in Section G.

Contract Administrator – An individual assigned by the PCO to assist in the daily administration of the task order. The Contract Administrator also provides input to the PCO and the COR as to the quality of performance for areas addressed in this QASP. The Contract Administrator for this task order is identified in Section G.

Contracting Officer's Representative – The Contracting Officer's Representative (COR) is responsible for

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technical administration of the task order and assures proper Government surveillance of the Contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the Contractor deems may affect task order price, terms or conditions shall be referred to the PCO for action.

Government Subject Matter Expert or Technical Assistant – The COR designates an individual Government Technical Subject Matter Expert (SME) or Technical Assistant (TA) to assist in administering specific projects under the task order. The Government SME/TA is responsible for assisting in administering a specific project under the task order. A Government SME/TA cannot, in any manner, alter the scope of the task order, make commitments or authorize any changes on the Government's behalf.

5. METHODS OF QA SURVEILLANCE

- a. **QASP** – The below listed methods of surveillance shall be used by the COR in the technical administration and the PCO/Contract Administrator in non-technical administration of this QASP. The QASP will be the prime determinant in exercising the option.
- b. **Contractor Performance Assessment Report System (CPARS)** – The market place for information technology, engineering, and management support services is very competitive. As such, the successful offeror has a vested interest in the Government generated CPARS under this task order. Additionally, an evaluation using the CPARS format will be performed at the end of each year of performance. This evaluation will be one determinant in exercising an option. For this procurement, the Government will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout DoD, and the continuation of the task order, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

6. DOCUMENTATION

In addition to providing annual reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function. The COR shall forward these records to the Contracting Officer at termination or completion of the task order.

7. SURVEILLANCE

The tables below set forth the performance ratings, standards, outcome and surveillance methods to document the results of the surveillance on an annual basis, as well as interim and informal reviews (i.e., In-Process Reviews (IPRs)) on a more frequent basis.

(a) **Performance Ratings:** The Government will evaluate the Contractor's performance of the Performance Work Statement (PWS) and the Contracting Officer will assign one of the following ratings:

- (1) Excellent
- (2) Satisfactory
- (3) Unsatisfactory

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

Table 1: Overall Performance Ratings

Overall Performance Rating	Standard
Excellent	“Excellent” ratings for all performance evaluation criteria.
Satisfactory	A minimum of “Satisfactory” ratings for all performance evaluation criteria.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria.

(b) Objectives/Determination

1. Interim/Informal

Interim/Informal performance evaluations will be provided to assess performance at each IPR.

2. Annual

The PCO will make a performance determination at the end of each evaluation period. The determination will be based upon the COR’s recommendations, the Contractor’s comments, including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the COR’s recommendations and the Contractor’s comments/report regarding the evaluation. The PCO’s performance determination is unilateral and final. The PCO will document the determination and provide a copy to the Contractor within 30 days of receipt of the Contractor’s self-assessment.

Table 2: Objectives

Assessment Period	Acceptable Performance Definition	Assessment Method	Outcome
First 6 Months of the Base Period of the task order (Period 1)	All measurement areas rated at least “Satisfactory”	Using the QASP evaluation criteria set forth in the task order.	(+) Meets the acceptable performance definition as condition for exercise of Option 1.* (-) Does not meet the acceptable performance definition as a condition for exercise of Option I.*
Last 6 months of Base Period and the first 6 months of Option I (Period 2)	All measurement areas rated at least “Satisfactory”	Using the QASP evaluation criteria set forth in the task order.	(+) Meets the acceptable performance definition as condition for exercise of Option 2.* (-) Does not meet the acceptable performance definition as a condition for exercise of Option II.*
Last 6 months of Option I and the first 6 months of Option II (Period 3)	All measurement areas rated at least “Satisfactory”	Using the QASP evaluation criteria set forth in the task order.	(+) Meets the acceptable performance definition as condition for exercise of

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			Option 3.* (-) Does not meet the acceptable performance definition as a condition for exercise of Option III.*
Last 6 months of Option II and the first 6 months of Option III (Period 4)	All measurement areas rated at least "Satisfactory"	Using the QASP evaluation criteria set forth in the task order.	(+) Meets the acceptable performance definition as condition for exercise of Option 4.* (-) Does not meet the acceptable performance definition as a condition for exercise of Option IV.*
Last 6 months of Option III and all of Option IV (Period 5)	All measurement areas rated at least "Satisfactory"	Using the QASP evaluation criteria set forth in the task order.	Final QASP Rating

*The Government will not exercise the next option year term unless the Contractor meets the acceptable performance definition.

(c) Performance Evaluation Criteria. The Contractor's performance will be evaluated using the criteria and standards provided for each objective and identified in Tables 3 through 5 of this task order QASP.

(d) Organization. The performance evaluation organization consists of the PCO, who will serve as the Determining Official, and the COR. In some instances, a SME/TA will be assigned to the task order in addition to the COR.

(e) This performance evaluation does not replace any other requirement for evaluating Contractor performance that may be required by this task order such as a Contractor Performance Assessment Reporting System (CPARS) report or other required reports.

Table 3: Task Performance Evaluation Criteria and Standards

Criterion	Unsatisfactory	Satisfactory	Excellent
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (4).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table 4.	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table 4.
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per task order policy. Contractor ensures staff training remains

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			current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations.	Meets customer expectations.	Exceeds customer expectations to the benefit of the overall tasking.

Table 4: Performance Requirements Summary Table

PWS Task Area	Performance Objective	Performance Standard	Acceptable Quality Level	Quality Assurance Surveillance Plan Typical Monitoring Methods
3.1	Schedule and conduct a contract kick-off meeting	Date of Award (DOA) + 15 Days		Date of meeting.
3.2	Integrated Master Schedule (IMS)	Submitted 30 days after the start of each Red Team Event.	IMS is technically accurate with up-to-date data	COR reviews IMS and provides comments and/or approval five business days within receipt
3.3	Contract Summary Report	Submitted 30 days after the start of each Red Team Event.	Contract Summary Report is technically accurate with up-to-date data	COR reviews report and provides comments and/or approval five business days within receipt
3.4	JCD&E Support			
3.4.1	JCD&E Independent Formal Report	Submitted 30 days after the completion of each Red Team Event.	Report is technically accurate, grammatically correct, and delivered by due date	COR/SME reviews report and provides comments and/or approval five business days within receipt
3.4.2	Red Team Critique Independent Formal Report	Submitted 30 days after the completion of each Red Team Event.	Report is technically accurate, grammatically correct, and delivered by due date	COR/SME reviews report and provides comments and/or approval five business days within receipt
3.5	Red Team Preparation			
3.5.1	Red Team Logistic Support	Submitted 30 days after the start of each Red Team Event.	Technically accurate with up-to-date data	COR/SME reviews and provides comments and/or approval five

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				business days within receipt
3.5.2	Red Team Site Review	10 days prior to each Red Team start date	Discuss availability and accommodations.	COR/SME reviews and provides comments and/or approval five business days within receipt
3.5.3	Read Ahead Materials	Submitted 10 days prior to each Red Team start date	Report is technically accurate, grammatically correct, and delivered by due date	COR/SME reviews and provides comments and/or approval five business days within receipt
3.6	Red Team Assessment			
3.6.1	Red Team Concepts	Provided by Government during event.		
3.6.2	Red Team Analysis	Submitted During Each Red Team Event	Report is technically accurate, grammatically correct, and delivered by due date	COR/SME reviews and provides comments and/or approval five business days within receipt
3.7	Final Red Team Assessment	One Time Per Red Team Event	Report is technically accurate, grammatically correct, and delivered by due date	COR/SME reviews and provides comments and/or approval five business days within receipt

Table 5 entitled: “**COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS**”, shall be included when the task order will be cost-reimbursable.

TABLE 5: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below task order estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate, incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the Contractor’s recommendations and/or corrective plans are implemented and effective.

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SECTION I CONTRACT CLAUSES

52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period or previous option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (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 three years.

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SECTION J LIST OF ATTACHMENTS

Attachment A - DD254

Attachment B - Task Order Administration Plan

Attachment C - Contract Data Requirements Lists (CDRLs)