

2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 01-Aug-2013	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00174	7. ADMINISTERED BY (If other than Item 6) CODE	S2101A

NSWC, INDIAN HEAD DIVISION
4072 North Jackson Road, Suite 132
Indian Head MD 20640-5115

DCMA Baltimore
217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) IBM Business Consulting Services 6710 Rockledge Drive Bethesda MD 20817-1826	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4364-FG01
	10B. DATED (SEE ITEM 13) 25-Feb-2011
CAGE CODE 3BXY7 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	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 checked="" 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)
[Redacted]	[Redacted]
(Signature of person authorized to sign)	(Signature of Contracting Officer)

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[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

(b) The Alternate COR for this contract is:

NO ALTERNATE COR.

Name:

Phone:

Email:

(c) 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.

(d) 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.

(e) 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.

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

F [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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	[REDACTED]
	[REDACTED]
	[REDACTED]

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The COR for this task order is:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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NO ALTERNATE COR.

Name:

Phone:

Email:

(c) 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.

(d) 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.

(e) 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

Statement of Work

Material Staging Area – Process Integration with

Virtual Engineering, Manufacturing, Production, Research and Repair

(VEMPR²) Node

Phase II

1.0 INTRODUCTION

1.1 Background

Naval Industrial Reserve Ordnance Plant (NIROP) Allegany Ballistics Laboratory (ABL) is a Navy Government-Owned / Contractor-Operated (GOCO) facility located in Rocket Center, West Virginia. ABL has become an increasingly important facility to the Department of Defense (DoD) since its establishment in 1948. ABL currently provides an estimated \$500 million dollars of defense products in kind to the Department of the Navy (DoN). It is critical to maintain high industrial and technological performance standards and a safe environment at this facility.

As part of the energetic enterprise, there is a requirement to provide a rapid method to reduce cycle time and connect practicing members of the community in an effort to reduce costs and increase manufacturing and production throughput of energetic materials and products. VEMPR² (Virtual Engineering, Manufacturing, Production, Research and Repair) is an integrated network approach to connecting information nodes and physical assets through the complete lifecycle of any defense system to decrease the development cycle, manufacturing, and production time and reduce logistics cost.

2.0 SCOPE

The objective of this Statement of Work (SOW) is to provide program management support for systems engineering (SE), testing and evaluation, integration of Hardware in the Loop/Processor in the Loop (HIL/PIL) operations with ABL's Seek/Sensor Lab, system hardware design/procurement and system integration of VEMPR² network with facilities at ABL.

The Contractor shall deliver the following:

- Software to integration of HIL/PIL operations, the Seeker/Sensor Lab and VEMPR² network.
 - The Contractor shall procure software required to integrate the Seeker/Senor functions with VEMPR² network at ABL and shall provide program management support for the integration of these software tools into the VEMPR² network at ABL. The software procurement effort shall not exceed \$1.0M.
- System hardware design/modification of heat/infrared modeling sensor test beds to support simulation and modeling efforts for guidance and target systems.
 - The Contractor shall support lifecycle management of the modeling, testing and simulation of guidance and navigation with respect to heat/infrared target selection. The Contractor shall provide program management support for the integration of this hardware into the VEMPR² network at ABL

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and Seeker/Senor lab at ABL.

- System Engineering, Test & Evaluation support for Energetic Material Management staging
 - The Contractor shall provide engineering plan management plans, designs and studies in support of ABL manufacturing and production process. Upon concurrence of the program office, the Contractor shall initiate system design studies and program management support for support ABL operations. This work shall include market analysis, infrastructure analysis and associated testing and evaluation studies.

3.0 REQUIREMENTS

The Contractor shall be directly responsible for ensuring the accuracy, timeliness and completion of all tasks included in this SOW. Specifically, the Contractor shall provide the following:

3.1 HIL/PIL OPERATIONS, THE SEEKER/SENSOR LAB AND VEMPR² NETWORK.

[REDACTED]

- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]
- | [REDACTED]

The Contractor shall be responsible for the installation and turn key operation of the tools within the VEMPR² network and HIL/PIL operations. Included is the coordinate with appropriate DoN Management teams to allow use of the tools on approved Navy Research, Development, Test and Evaluation (RDTE) network at ABL.

3.2 SYSTEM HARDWARE DESIGN/PROCUREMENT OF HEAT/INFRARED MODELING SENSOR TEST BEDS

The Contractor shall support the modification of three (3) previous installed sensor units to support Guidance & Sensor Systems (GSS) Lab (Bld 160 at ABL). The function shall support the virtual engineering, real-time flight simulations, environmental test, modeling validation, RF and infrared target simulations (indoors and outdoors), and the GSS Lab. The facility is intended to reduce the often heavy logistical costs of new DoD weapon system development by shortening the physical and informational distance between the design lab, prototyping operation and test venue. Its long-term viability also extends into production verification tests and system interaction tests.

The Contractor shall be responsible for:

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1. Modification to the turnkey units as directed by the Government.
2. Subcontractor management of Contractor installing or modifying the Senior Units.
3. System Engineering design support, including architecture design and configuration management documents.

3.3 System Engineering, Test & Evaluation support for Energetic Material Management staging

The Contractor shall provide program and system engineering support design and testing activities at ABL. This system design work will require the Contractor to help support facility layouts, building design and other programming support to ensure that RDTE actions at ABL meet the intended end state of HIL/PIL and Mod/Sim Operations.

The Contractor shall be responsible for:

1. Facility Designs as directed by the Government.
2. Change Management Studies to improve HIL/PIL and Mod/Sim operations.
3. Program Management of all other actions associated with this effort.

SECURITY REQUIREMENTS

All Personnel proposed for Material Staging Area (MSA) support must be US Citizens, and have the ability to obtain a Department of Defense (DoD) security clearance. Contractor personnel are required to undergo security investigations in accordance with DoD Security policy. All equipment shall support approved DoD security policies.

4.1 Physical Security

The Contractor shall safeguard all Government property provided for use. At the end of normal duty hours and/or after normal duty hours, the Contractor shall secure all Government facilities, equipment, and materials.

4.2 Key Controls

The Contractor shall establish and implement a method of ensuring that all keys issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. The Contractor shall not duplicate any keys issued by the Government. The Contractor shall immediately report to the Contracting Officer Representative (COR) any occurrences of lost or duplicated keys.

In the event keys, other than master keys, are lost or duplicated, the Contractor may be required, upon written direction of the COR, to re-key or replace the affected lock or locks at no cost to the Government. The Government may, however, at its option, replace the affected lock or locks or perform re-keying and deduct the cost of such from the monthly payment due the Contractor. If a master key is lost or duplicated, the Government must replace all locks and keys for that system. The total cost for lock and key replacement will be deducted from the monthly payment that is due to the Contractor.

The Contractor shall prohibit the use of keys issued by the Government by any persons other than the Contractor's employees. Opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in performance of work requirements in those areas is prohibited.

4.3 Disclosure of Information

Information made available to the Contractor by the Government for the performance or administration of this effort

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shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer (CO).

The Contractor shall be responsible for protecting the confidentiality of Government records, which are not public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

4.4 Limited Use of Data

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others.

The Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until such data or information is made public by the Government, or upon written approval of the CO. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides for greater rights to the Contractor.

4.5 Access to Government Facilities

The Contractor will be allowed access to the Building 440 administrative area and data center. NAVSEA will provide security procedures and protocols for entry upon contract award.

5.0 BUSINESS HOURS

Contractor personnel shall be available during normal operating hours. The normal business hours are 7:00 AM to 4:00 PM, Monday through Friday, with an allowance for a one-hour lunch period each day. No overtime is permitted unless specifically approved by the CO. Normal business hours do not include Federal Holidays.

5.1 Productive Direct Labor Hours

The Contractor shall only charge the Government for "Productive Direct Labor Hours". "Productive Direct Labor Hours" are defined as those hours expended by Contractor personnel in performing work under this effort. Productive direct labor hours do not include sick leave, annual leave, Government or Contractor holidays, jury duty, military leave, or any other kind of administrative leave such as acts of God (i.e. hurricanes, snow storms, tornadoes, etc) or other unexpected Government closures.

6.0 PAYMENT

The Contractor will not be reimbursed for the purchase of any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of its own volition or at the request of an individual other than a duly appointed CO. Only a duly appointed CO is authorized to change the specifications, terms, and conditions under this effort.

7.0 PERSONNEL

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel, as well as sub-contractor efforts used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in this SOW. Resumes submitted for employees assigned to perform under this SOW shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

8.0 DELIVERABLES

The following deliverables shall be provided:

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Procurement of turnkey software tools – not to exceed \$1.0M.

- Replace the existing network and build a new platform IT tools.
- Support existing GSS Lab along with the modification of three (3) previously installed sensor units.
- Provide a detailed plan on advanced manufacturing development that will improve overall efficiency; including any facility designs as required.
- Provide a system engineering plan to track and monitor series of end-items production assets, including architecture design and configuration management documents.
- Provide testing and evaluation process for lifecycle management of end-items.

The Government will review the draft deliverable, and if necessary provide comments. If comments are provided, the contractor will have 10 working days to submit a revised deliverable.

9.0 Monthly Status Report

The Contractor shall document the efforts performed in the completion of each task in a detailed Monthly Status Report due on or before the 5th of each Month. The status report shall include, at a minimum:

Progress for the period: detailed progress report of findings, activities, and accomplishments during the reporting period, and a summary of work accomplished during the reporting period and percent complete.

- Activities planned for the next reporting period; planned activities, as well as the status of any/all deliverables, including planned delivery date(s) and actual and/or anticipated delivery date(s).
- Problems encountered; identification of any problems, issues or delays and recommendations as to their resolution; and any corrective action that was taken to correct identified problems
- Strategy revisions; recommended changes to include any lessons learned

Individual Task Order Small Business Subcontracting Plan

The subcontracting report hereby incorporated reflecting task order goals and actual achievements are to be submitted for the periods ending March 31st and September 30th. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the task order or the previous reporting period.

9.1 Final Report

The Contractor shall provide a final report, to the COR, at the conclusion of this effort. The report shall summarize objectives achieved, significant issues and problems and recommendations to improve the process in the future.

9.2 Post Award Briefing

Within two weeks following award, the Contractor shall conduct a post award briefing for NAVSEA. The intent of the briefing is to initiate the communication process between the NAVSEA and the Contractor by introducing key task participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of subtask requirements and objectives. The Contractor shall provide a project management plan outlining specific execution details prior to the post award briefing. The Contractor and the Government will discuss the project management plan subsequent to post award briefing. The Contractor and the NAVSEA program manager will sign the project management plan.

The post award Briefing may be held at NAVSEA HQ. Both parties will mutually agree upon the date and time.

9.3 Delivery Table

The Contractor shall provide detailed project tasking plans before starting SOW items for approval by the Program

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Office. Variable dates will be established within the project plans. The Government will provide the format during the orientation briefing.

Task	Deliverables	General Contents	Deadline
	Orientation Briefing	Contractor shall initiate the communication process by introducing key personnel, defining roles and responsibilities, establishing ground rules, assuring a common understanding of subtask requirements, and reviewing mission statement and objectives.	2 weeks post contract award
	MSA Project Management Plan	<p>(1) Contractor shall plan the project structure, layout of work breakdown structure, and project configuration management.</p> <p>(2) Provide program management support for systems engineering (SE), testing and evaluation, integration of Hardware in the Loop/Processor in the Loop (HIL/PIL) operations with ABL's Seek/Sensor Lab, system hardware design/procurement and system integration of VEMPR² network with facilities at the ABL.</p> <p>(3) Provide program management support for ABL operations and the energetic materials management process. This work will include market analysis, infrastructure analysis and associated testing and evaluation studies.</p> <p>(4) The Contractor and the NAVSEA program manager will sign the project management plan.</p>	Draft with proposal 10 days after briefing - show all deliverables
	Monthly Report	<p>Monthly status report. Current status, problems, and financial performance.</p> <p>100% Timeliness and accuracy of submitting the MPR to the Program Office.</p> <p>Government shall have oversight/approval progress.</p>	Monthly, by 5 th of each month
	Software Procurement	(1) The Contractor shall procure software required to integrate the Seeker/Sensor functions with VEMPR ² network at ABL, and shall provide program management support for the integration of these software	Variable

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		<p>tools into the VEMPR² network at ABL. (2) The Contractor shall procure software in support of the VEMPR² network with HIL/PIL operations and shall provide program management support for the integration of these software tools into the VEMPR² network at ABL.</p> <p>Software to be procured:</p> <ul style="list-style-type: none"> · Pro Engineering Wildfire · STAGE Flight Sims · Ansys GAMBIT · Ansys TGRID · LABVIEW <p>The software procurement effort shall not exceed \$1.0M.</p>	
	System Integration of Network System	<p>(1) The Contractor shall design, develop, and implement a new network system at ABL for a better understanding of current production process flow - link with VEMPR² (2) The Contractor shall clearly define the current process flow chart and make improvement and integration completion upon schedule within SOW. (3) Software shall be procured to integrate HIL/PIL operations, the Seeker/Sensor Lab and the VEMRPR² network.</p> <p>(4) Program Managers shall have access to the network remotely and identify and track production and manufacturing.</p>	Variable
	Advanced Manufacturing Development - Phase I	The Contractor shall provide a detailed plan on advanced manufacturing development after observing current production at ABL.	30 days from Authorization to Proceed
	Advanced Manufacturing Development - Phase II	The Contractor shall provide (1) a consolidation plan that should focus on standardizing multiple production lines, reduce ABL operating costs, improve utilization of production floor space, and improve machinery and labor productivity. (2)	60 days from Authorization to Proceed

		Documents shall be technically accurate and (3) Contractor shall examine as-is facility design and provide a to-be scenario with higher efficiency.	
	Facility Design	<p>The Contractor shall examine the current facility design and propose a new layout. The proposal shall feature better use of the facilities with enhanced safety for employees and equipment, smoother production and material flow, and better use of inventory spaces.</p> <p>The Contractor shall be responsible for facility designs as directed by the Government.</p>	Variable

Individual Task Order Small Business Subcontracting plan

30 days after the end of each reporting period and/or Task Order completion . Periods ending March 31st and September 30th

9.4 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this SOW.

Accuracy - Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.

Clarity - Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.

- Consistency to Requirements - All work products shall satisfy the requirements of this SOW.
- File Editing - All text and diagrammatic files shall be editable by the Government and stored in Livelink management system.
- Format - Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- Timeliness - Work Products shall be submitted on or before the due dates specified in Section 9.4 in this SOW or submitted in accordance with a later scheduled date determined by the Government.

9.5 Monthly Meetings

The Government will hold monthly meetings with the Contractor during the first week of each month at either the Washington Navy Yard or ABL. Contractor attendees at the monthly meetings shall at a minimum be the Program Manager and Lead Information Engineer. The Government will give the Contractor at least three days notice before holding a monthly meeting.

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[REDACTED]

a) The COR is the individual within the Government Program Management function who has overall technical responsibility for this effort. The COR supports the CO/CA during administration of this effort by:

1. Making final decisions regarding any recommended rejection of deliverables
2. Providing technical clarification relative to overall workload matters
3. Providing advice and guidance to the Contractor in the preparation of deliverables and services
4. Providing acceptance of deliverable products to assure compliance with requirements

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b) The COR also provides technical direction to the Contractor, i.e., shifting work emphasis between areas of work; fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction will be within the general SOW for this effort. The COR does NOT have the authority to and may NOT issue any technical direction which:

1. Constitutes an assignment of work outside the general scope of this effort
2. Constitutes a change as defined in the "Changes" clause
3. In any way causes an increase or decrease in cost of the time required for performance
4. Changes any of the terms, conditions, or other requirements of this effort
5. Suspends or terminates any portion of this effort

c) The COR will issue all technical direction in writing or will confirm verbal direction in writing within 10 calendar days after verbal issuance. The COR will furnish a copy of the written direction to the CO and the CA.

d) In addition to providing technical direction, the COR will:

1. Monitor the Contractor's technical progress, including surveillance and assessment of performance, and recommend to the CO and CA, any changes in the requirement
2. Assist the Contractor in the resolution of technical problems encountered during performance.
3. Perform inspection and acceptance or recommend for rejection Contractor deliverables. If rejected, the COR will identify deficiencies in delivered items. This will not replace any other quality assurance inspection requirements that are specified elsewhere within this SOW.

f) If in the opinion of the Contractor, any instruction or direction issued by the COR is outside of the COR's authority, the Contractor shall not proceed but shall notify the CO in writing within five (5) working days after receipt of any instruction or direction, with an informational copy to the CA.

12.0 TRAVEL

The Contractor will be reimbursed for travel to provide support at a Government site or other site as may be specified and approved by the COR under this effort. The COR will approve all travel prior to commencement of travel. The Contractor shall be reimbursed for actual allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with the Joint Travel Regulations currently in effect on date of travel. [Reference FAR 31.205-46]

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.

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(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 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.

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(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.

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 IBM Proposal No. 2-1HR4307 dated October 22, 2010 in response to NAVSEA Solicitation No. N00024-10-R-3481.

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

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SECTION D PACKAGING AND MARKING

See Basic Contract and Performance Based Statement of Work.

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance at Destination

The COR will perform final inspection and acceptance of all work performed, reports and other deliverables at the place of delivery.

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SECTION F DELIVERABLES OR PERFORMANCE

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

4000	2/24/2011 - 8/24/2012
6000	2/24/2011 - 8/24/2012

PERIOD OF PERFORMANCE INFORMATION:

CLIN 4000 - FROM THE AWARD DATE OF THE TASK ORDER TO 30 MONTHS THEREAFTER.

CLIN 6000 - FROM THE AWARD DATE OF THE TASK ORDER TO 30 MONTHS THEREAFTER.

DELIVERY INFORMATION:

Deliverables shall be made in accordance with the Statement of Work in Section C of this document.

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SECTION G CONTRACT ADMINISTRATION DATA

IHD 76 - INDIAN HEAD DIVISION, NAVAL SEA SYSTEMS COMMAND, HOURS OF OPERATION AND HOLIDAY SCHEDULE (NAVSEA/IHD) FEB 2000

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 Naval Sea Systems Command. 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. Scheduled holidays for Indian Head Division, Naval Sea Systems Command are:

<u>HOLIDAY</u>	<u>DATE OF OBSERVANCE</u>
New Year's Day	01 January
Martin Luther King's Birthday	19 January
President's Day	16 February
Memorial Day	31 May
Independence Day	5 July
Labor Day	6 September
Columbus Day	11 October
Veteran's Day	11 November
Thanksgiving Day	25 November
Christmas Day	24 December

* 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.

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

<u>AREA</u>	<u>FROM</u>	<u>TO</u>
Contracts Division (BLDG. 1558)	7:30 A.M.	4:00 P.M.
Receiving Branch (BLDG. 116)	7:30 A.M.	11:00 A.M.
	12:30 P.M.	2:00 P.M.

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

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

(f) Before closing out of an invoice session in WAWF, but after submitting your document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notifications" and add the following email address(es):

Scott McKee@navy.mil

This additional notification to the government is necessary to make the acceptor aware that the invoice has been submitted in WAWF. Without this notification, the government may be unable to process your submission in a timely manner, which will delay payment.

(g) When shipping material, it is strongly recommended the contractor print a completed copy of the receiving report from WAWF and include this with the shipping paperwork. This assists receiving personnel with matching received material to your payment request, which can speed your payment.

(h) The contractor shall submit invoices for payment per contract terms and the government shall process invoices for payment per contract terms.

(i) If you have any questions regarding WAWF, please contact [REDACTED]
[REDACTED]

IHD 86 - SECURITY BADGES AND ON-SITE CONTRACTOR PERSONNEL (NAVSEA/IHD) FEB 2000

Security badges will be issued by the Government only to those contractor personnel who require access to the Indian Head Division, Naval Sea Systems Command 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 the Indian Head Division, Naval Sea Systems Command. This does not include badges temporarily authorized for contractor visitors to Indian Head Division, Naval Sea Systems Command. 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 Sea Systems Command. 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
[REDACTED]	[REDACTED]	[REDACTED]

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[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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.

5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder will be subject to written technical instructions signed by the Ordering Officer specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Ordering Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Ordering Officer that the technical instruction is within the scope of this task order.

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(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

H. Quality Assurance Surveillance Plan (QASP)

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to assure systematic quality assurance methods are used in this performance based service order. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the order. A properly executed QASP will assist the Government in achieving the objectives of this acquisition.

This Task Order provides program management support for systems engineering (SE), testing, evaluation of end-item tracking, and system integration of VEMPR² at Allegany Ballistic Laboratory (ABL) located in West Virginia.

The resulting performance based order will have cost plus fixed fee Labor CLINs, and cost plus fixed fee Other Direct Cost (ODC) CLINs. The period of performance for this order will cover (18) month base period only. 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 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 order.

The contractor's performance on this task order will be evaluated by the Government as described below. The first evaluation will cover the period ending (1) month after date of contract award with successive evaluations being performed for each (1) month period thereafter until the contractor completes performance under this task order. For the first period and each subsequent (1) month period, the government will evaluate the contractor's performance. The evaluation will encompass all work performed by the contractor at any time during the (18) month period but will not include cumulative information from prior reports. For each period, the Contractor will complete a self-assessment of the performance provided, to be delivered to the COR and Contract Specialist NLT 30 days prior to the end of the period of performance. The self-assessment shall cover all areas of the Government QASP. Based on the evaluation results, the Contracting Officer will assign an overall performance rating.

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

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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 contract. The PCO is ultimately responsible for the final determination of the adequacy of the Contractor's performance. The PCO for this contract is identified in Section G.

Contract Administrator – An individual assigned by the PCO to assist in the daily administration of the contract. 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 Specialist for this contract is identified in Section G.

Contracting Officer's Representative (COR) – is responsible for technical administration of the contract 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 contract price, terms or conditions shall be referred to the PCO for action.

Government Technical Point of Contact – The COR designates an individual Government Technical Point of Contact (TPOC) to assist in administering specific projects under the contract. The Government TPOC is responsible for assisting in administering a specific project under the contract. A Government TPOC cannot, in any manner, alter the scope of the contract, 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 Specialist in non-technical administration of this QASP.
- 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 contract. Additionally, an evaluation using the CPARS format will be performed at the end of each year of performance. The Government for this procurement 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 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 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., IPRs) on a more frequent basis.

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

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

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 In-Process Review.

- 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.

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Table 2: Objectives

Assessment Period	Acceptable Performance Definition	How Measured	Outcome
Base	All measurement areas rated at least "Satisfactory"	Quarterly using the QASP evaluation ratings; annually using the QASP system covering the previous 18 months	(+) Meet the acceptable performance definition. (-) Does not meet 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 contract clause.

(d) Organization. The performance evaluation organization consists of the PCO, who will serve as the Determining Official, and the COR. In some instances, a TPOC 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 a Task Order Performance Evaluation (TOPE) Report.

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.

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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 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

SOW Task Area	Performance Objective	Performance Standard	Acceptable Quality Level	Quality Surveillance Plan Typical Monitoring Methods
3.1 HIL/PIL Operations, the Seeker/Sensor Lab and the VEMPR² Network	(1) procure the software tools that provide program support for VEMPR ² (2) the total must not exceed more than \$1.0M (3) coordinate with DoN to allow use of	(1) software procured and ready for installation into VEMPR ² per deliverable	(1) timeless in installing the software per government direction	(1) Government oversight/approval process monthly program review

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	tools on Navy approved RDTE Network at ABL.			
3.2 System Hardware Design/ Procurement of Heat/Infrared Modeling Sensor Test Beds	(1) support modification of three previously installed sensor units (2) support the virtual engineering, flight simulations, environmental test, model validation, infrared target simulations and GSS Lab	(1)tools successfully integrate into ABL network (2) clearly define the current process flow chart and make improvement (3) integration completed upon schedule within SOW	(1) program managers have access to the network remotely (2) identify and track production and manufacturing	(1) Government oversight/approval integration process, and testing monthly program review
3.3 System Engineering, Test & Evaluation support for Energetic Material Management Staging	(1) provide program and system engineering support design and testing activities at ABL (2) support facility layouts & building design and programming support for ABL RDTE actions for HIL/PIL and Mid/Sim Operations	(1) plan should focus on standardizing multiple production lines, reducing ABL operating costs, improving utilization of the VEMPR ² Network (2) documents are technically accurate (3) documents submitted upon schedule in the SOW	(1) examination report on all production line (2) detailed as-is process map with consolidation options (3) 10% - 20% improvement in production flow and inventory controls via new facility design	(1) Government oversight/approval of design, implementation, process studies, and review monthly program review
9.1 Monthly Status Report	(1) Monthly Status Report due on or before the 5 th of each month	(1) Monthly status report, current status, problems, and financial performance	100% Timeless and accuracy of submitting the MSR to the Program Office	(1) Government oversight/approval progress

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	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost

	overruns frequently occur.	controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	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

The following clauses are incorporated into the subject task order:

Reference 52.222-41 Service Contract Act of 1965 (Nov 2007)

52.204-2 Security Requirements (AUG 1996)

52.232-20 Limitations of Cost (APR 1984)

52.232-22 Limitations of Funds (APR 1984)

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SECTION J LIST OF ATTACHMENTS

Past Performance Questionnaire

Past Performance Matrix

Wage Determination

Cost Summary

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