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|-----------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|-----------------------------------------------------------------------------------------------------------------------------|----------------------|---------------------------------------|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE U | PAGE OF PAGES 1 2 | |
| 2. AMENDMENT/MODIFICATION NO. 13 | 3. EFFECTIVE DATE 17-Mar-2011 | 4. REQUISITION/PURCHASE REQ. NO. N0017411PR0768 | | 5. PROJECT NO. (If applicable) N/A |
| 6. ISSUED BY NSWC, INDIAN HEAD DIVISION 4072 North Jackson Road, Suite 132 Indian Head MD 20640-5115 elizabeth.m.hoover@navy.mil 301-744-6602 | CODE N00174 | 7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342 | | CODE S2404A |

| | | |
|---------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------------------------------------------------------------|
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) RGS Associates 2121 Crystal Dr. Suite 709 Arlington VA 22202-3706 | | 9A. AMENDMENT OF SOLICITATION NO. |
| | | 9B. DATED (SEE ITEM 11) |
| | [X] | 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4530-FG01 |
| | | 10B. DATED (SEE ITEM 13) 29-Apr-2009 |
| CAGE CODE OBTM3 | 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. |
| [] | |
| [X] | B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). |
| [] | C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| [] | D. OTHER (Specify type of modification and authority) |

E. IMPORTANT: Contractor [X] 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) Renee M Brown, Contracting Officer | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA BY /s/Renee M Brown | 16C. DATE SIGNED 17-Mar-2011 |
| (Signature of person authorized to sign) | | (Signature of Contracting Officer) | |

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

| | | | | |
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GENERAL INFORMATION

The purpose of this modification is to change CLIN 400108 ACRN AK and add CLIN 400111 ACRN AP. Accordingly, said Task Order is modified as follows:

1. CLIN 400108 is hereby changed as follows:

FROM:

LOA: AK 19_0101130003 1050-040014-222000-6140-2581

TOTAL VALUE:

TO:

LOA: AK 19_0101130003 1050-040014-222000-6140-2581

TOTAL VALUE:

2. CLIN 400111 is hereby added as follows:

LOA: AP 97X4930 NH1F 000 77777 0 000174 2F 000000 131384X3PSUP

TOTAL VALUE:

3. Any questions should be directed to Omar Roque at 301-744-6607.

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

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

| Item | Supplies/Services Qty | Unit Est. Cost | Fixed Fee | CPFF |
|--------|------------------------------------------------------------------------------------------------------------------------------|----------------|-----------|------|
| 4000 | Base Year Labor - Strategic Planning Support in accordance with the Performance Work Statement. (OTHER) | | | |
| 400001 | REQ No:9177502 (OTHER) | | | |
| 400002 | REQ No:9181720 (OTHER) | | | |
| 400003 | REQ NO:92376247 (OTHER) | | | |
| 400004 | REQ No:92571470 (OTHER) | | | |
| 400005 | REQ No:93353170 (OTHER) | | | |
| 4001 | Option Year I Labor - Strategic Planning Support in accordance with the Performance Work Statement. (TBD) | | | |
| 400101 | Requisition Number 00572789 (TBD) | | | |
| 400102 | Requisition Number 00572836 (TBD) | | | |
| 400103 | Requisition Number 9177501 (TBD) | | | |
| 400104 | Requisition Number 01160792 (TBD) | | | |
| 400105 | Requisition Number 01322473 (TBD) | | | |
| 400106 | Requisition Number 02703794 (TBD) | | | |

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400107 Requisition
Number 02703801
(TBD)

400108 Requisition
Number 02703803
(TBD)

400109 Requisition
Number 02703767
(TBD)

400110 Requisition
Number 02703786
(TBD)

400111 Requisition
Number 10760762
(TBD)

4002 Option Year II
Labor - Strategic
Planning Support
in accordance
with the
Performance Work
Statement. (TBD)

400201 Incremental
Funding Req#
10596508 (TBD)

4003 Option Year III
Labor - Strategic
Planning Support
in accordance
with the
Performance Work
Statement. (TBD)
Option

4004 Option Year IV
Labor - Strategic
Planning Support
in accordance
with the
Performance Work
Statement. (TBD)
Option

For ODC Items:

| Item | Supplies/Services Qty | Unit Est. Cost |
|------|-----------------------|----------------|
|------|-----------------------|----------------|

6000 Base Year ODC's -
Travel in
accordance with
the Performance
Work Statement.
All travel shall
be pre-approved
by the

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Contracting
Officer's
Representative
(COR)/Task Order
Manager (TOM).
Reimbursement
will be in
accordance with
the Joint Travel
Regulations
(JTR). Base Year
ODC's Not To
Exceed
(TBD)

600001 REQ No:9177501
(OTHER)

6001 Option Year I
ODC's - Travel in
accordance with
the Performance
Work Statement.
All travel shall
be pre-approved
by the
Contracting
Officer's
Representative
(COR)/Task Order
Manager (TOM).
Reimbursement
will be in
accordance with
the Joint Travel
Regulations
(JTR). Option
Year I ODC's Not
To Exceed
(TBD)

6002 Option Year II
ODC's - Travel in
accordance with
the Performance
Work Statement.
All travel shall
be pre-approved
by the
Contracting
Officer's
Representative
(COR)/Task Order
Manager (TOM).
Reimbursement
will be in
accordance with
the Joint Travel
Regulations
(JTR). Option
Year II ODC's Not
To Exceed
(TBD)

6003 Option Year III

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ODC's - Travel in accordance with the Performance Work Statement. All travel shall be pre-approved by the Contracting Officer's Representative (COR)/Task Order Manager (TOM). Reimbursement will be in accordance with the Joint Travel Regulations (JTR). Option Year III ODC's Not To Exceed (TBD)

Option

6004 Option Year IV ODC's - Travel in accordance with the Performance Work Statement. All travel shall be pre-approved by the Contracting Officer's Representative (COR)/Task Order Manager (TOM). Reimbursement will be in accordance with the Joint Travel Regulations (JTR). Option Year IV ODC's Not To Exceed (TBD)

Option

6005 Option Year I ODC's - Travel in accordance with the Performance Work Statement. All travel shall be pre-approved by the Contracting Officer's Representative (COR)/Task Order Manager (TOM). Reimbursement will be in accordance with the Joint Travel Regulations

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(JTR). Option
Year I ODC's Not
To Exceed (TBD)

600501 Requisition
02703794 (TBD)

Subcontracting Plan Volume IV - Subcontracting Plan Rev 1 dated 17 February 2009 is hereby incorporated into the subject task order.

TASK ORDER MANAGER (TOM)

(a) The Task Order Manager for this task order is:

Name: Tammy Tippie, J4
Mailing Address: 4000 Joint Staff, J4, The Pentagon, Room 2C947, Washington, DC 20318

Telephone No.: 703-614-6291
DSN: 671-6291
Email: Tammy.Tippie@js.pentagon.mil

(b) The Alternate TOM for this contract is:

Name: Suda Tong, J4
Mailing Address: 4000 Joint Staff, J4, The Pentagon, Washington, DC 20318

Telephone No.: 703-571-9868
Email: Suda.Tong@js.pentagon.mil

(c) The TOM 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 TOM is not an Administrative Contracting Officer 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 TOM 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 TOM named above is absent due to leave, illness or official business, all responsibility and functions assigned to the TOM will be the responsibility of the alternate TOM.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT STRATEGIC PLANNING SUPPORT

PART 1

GENERAL INFORMATION

1.0 Description of Services

1.1 Background

In 2005, the Joint Staff J-4 initiated a change management/transformation initiative aimed at clarifying the J4 mission and objectives and aligning the staff to work more efficiently in a changing and uncertain environment. Since that time, the J-4 has continued in the development of several strategic-level initiatives to include an external focus to these efforts.

1.2 Purpose

To obtain Contractor Assistance and Advisory/Analytical Services to support the J-4's efforts to formulate strategies and implementation plans to help meet the mission and goals in this highly-uncertain, rapidly changing environment.

1.3 Objective

The contractor shall provide all personnel, equipment, tools, materials, supervision, and other items and non-personal services necessary to perform tasks to facilitate and guide Joint Logistics strategic planning as defined in this PWS, except that which is Specified in Part 3 as Government Furnished Facilities, Property, Equipment and Services at the Joint Staff J-4, Pentagon. 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 General Information

Place of Performance

The primary place of performance for this effort is the Pentagon.

1.4.1 Task Order Manager (TOM)

Tammy Tippie
4000 Joint Staff, J4
The Pentagon, Room 2C947
Washington, DC 20318

Telephone No.: 703-614-6291
DSN: 671-6291
Email: Tammy.Tippie@js.pentagon.mil

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1.4.2 Primary and Alternate Point of Contact (POC)

Primary POC is Ms Suda Tong, Joint Staff J4, Pentagon, Washington DC 20318, Phone 703-571-9578, Email: suda.tong@js.pentagon.mil. The Alternate POC is CAPT Kurt Kunkel, Joint Staff J4, Pentagon, Washington DC 20318, Phone 703-614-7232, Email: kurt.kunkel@js.pentagon.mil.

1.4.3 Hours of Operation

The contractor is responsible to perform between the hours of 0800 and 1630 Monday thru 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 this 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.

1.4.4 Travel

The contractor may be required to travel in performance of this task order. The numbers of trips and types of personnel traveling shall be limited to the minimum required to accomplish work requirements and shall be coordinated with the TOM. All travel shall be conducted in accordance with FAR 31.205-46 Travel Costs and the Federal Travel Regulations (FTR) and shall be pre-approved by the Contracting Officer.

1.4.5 Recognized Holidays

The contractor is NOT required to perform on these days.

| | |
|----------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr. Day | Columbus Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

1.4.6 Security Requirements

1.4.6.1 Clearance Level

All contractor personnel shall possess a current Top Secret (TS) Clearance based on a Single Scope Background Investigation (SSBI) completed within the last 5 years.

1.4.9.2 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

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specified.

1.4.9.4 Key Control

The Contractor shall establish and implement methods in accordance with the National Industrial Security Program Operating Manual (DoD 5220.22-M) to ensure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop procedures covering key control that shall be included in the Quality Control Plan. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Security Officer identified on the contract DD254.

In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor.

The Contractor shall prohibit the use of Government issued keys/key cards by any persons other than the Contractor's employees. The Contractor shall prohibit the opening of locked areas by Contractor employees to permit entrance of persons other than Contractor employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Security Officer.

1.4.7 Post Award Conference/Periodic Progress Meetings

The Contractor agrees to attend any post award conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5. The contracting officer, Task Order Manager (TOM), 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.

1.4.8 Identification of Contractor Employees

All contract 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 the audience 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. All contractor employees performing work onsite at the Joint Staff will be required to properly display identification badges at all times.

1.4.9 Deliverables

All deliverables become the property of the United States Government. Unless otherwise stated, all deliverables will be submitted in both hardcopy and electronic media in Microsoft Word/PowerPoint/Excel/Access/Visio/Project format.

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PART 2

DEFINITIONS & ACRONYMS

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.

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.

Naval Sea Systems Command (NAVSEA) - Provides contracting and acquisition support to the Navy and other various Department of Defense organizations in the National Capital Region (NCR), including the Joint Staff. The acquisition and contracting support provided to Joint Staff customers span from pre-award through contract close-out.

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 contract 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.

Quality Assurance (QA) - Those actions taken by the Government to assure services meet the requirements of the PWS.

Quality Assurance Surveillance Plan (QASP) - A document organizing how the Government will apply performance standards, the frequency of surveillance and the minimum acceptable defect rate(s).

Quality Control (QC) - Those actions taken by a contractor to control the performance of services so that they meet the requirements of the PWS.

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Quality Control Plan (QCP) – A document organizing the performance control processes to be applied for delivering the level of service required by the PWS.

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.

Task Order Manager (TOM) - A representative from the requiring activity assigned by the Contracting Officer to perform surveillance and to act as liaison to the contractor.

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 and accept supplies and services.

PART 3

GOVERNMENT FURNISHED INFORMATION, FACILITIES, PROPERTY, EQUIPMENT AND SERVICES

3.0 General

The Government will provide the facilities, property, equipment and services listed below.

3.1 Information

See Government Furnished Information documents listed under Part 5, 5.0 Applicable Documents.

3.2 Facilities

The Government will furnish the necessary workspace for the contractor staff to provide the support outlined in this PWS to include desk space, telephones, computers and other items necessary to maintain an office environment.

3.3 Property

The Government will provide telephones and office supplies in conjunction with performance of the contract.

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3.4 Equipment

The Government will provide personal computers and laser printers connected via network to all offices within the Joint Staff. The Government will also provide software to include graphics, word processing, spreadsheet programs, compilers, and Windows NT operating system.

3.5 Services

N/A

3.6 Utilities

All utilities in the facility will be available for the contractor's use in performance of duties outlined in this PWS. The Contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under conditions that preclude the waste of utilities.

PART 4

TASK DESCRIPTIONS

4.1 Schedule

4.1.1 Kick-Off Meeting

The contractor shall schedule and conduct a joint Government, contractor kick-off meeting to review PWS requirements.

4.1.2 Project Schedule

The contractor shall deliver and maintain an integrated project schedule using Microsoft Project that shows all resource-loaded tasks through Level 2, durations, dependencies, and deliverables.

4.2 Monthly Progress Reports

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The contractor shall submit monthly status reports delivered in a format and/or media approved by the TOM. Electronic media shall be used whenever practical. First Monthly Progress Report due NLT 15 days after the first full reporting month. Subsequent reports are due NLT 15 days after the last day of each calendar month. These reports shall include the following elements:

- Contractor's name and address
- Contract number and SubCLIN number
- Date of report
- Period covered by report
- Man-hours expended by discipline for the reporting period, and cumulatively during the contract
- Cost curves portraying actual/projected conditions through the technical instruction
- Cost incurred for the reporting period and total contractual expenditures as of report date
- Description of progress made during period reported, including problem areas encountered, recommendations, if any for subsequent solution beyond the scope of this contract
- Trips and significant results
- Plans and recommendations for activities during the following period
- Problems and shortfalls; identify potential problems and identify any anticipated technical or funding shortfall or irregularity during the specified period of performance not later than four (4) months prior to the anticipated shortfall.

4.2.1 Disclaimer Statement

All reports resulting from this contract shall contain the following disclaimer statement on the cover of such reports:

"The views, opinions and findings, contained in this report are those of the author(s) and should not be construed as an official Department of Defense (DOD) position, policy, or decision, unless so designated by other official documentation."

4.3 Quality

4.3.1 Quality Control Plan

The contractor shall implement a Quality Control Program (QCP) for this effort. The contractor shall prepare and provide a quality control plan to detail and describe the contractor's framework and processes within the QCP for delivering quality products and services required by the tasks in this PWS. The contractor shall provide a briefing to the Government outlining its planned implementation of the QCP for the contract tasks. The contractor shall ensure all work will be performed in accordance with the contract requirements and the quality control plan. The contractor shall provide the requisite staffing and procedures to meet the quality, quantity, timeliness, responsiveness, customer satisfaction, and service delivery and performance requirements of this effort. The contractor shall identify in the quality control plan, the applicable processes and metrics used to self-assess performance, in addition to the resources to be applied to this effort.

4.4 Technical

4.4.1 – Task Title: Joint Logistics Strategic Planning. The contractor shall facilitate J4's ongoing efforts to develop a common understanding of the current state of Joint Logistics, envision the future of Joint Logistics, and define the appropriate steps necessary to achieve the Joint Logistics vision.

4.4.1.1 – Subtask Title: Joint Logistics Strategic Planning Support

Provide facilitation and planning expertise for long term, strategic-level logistics engagements. The contractor shall

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assist with the review and refinement of the J4 mission, goals, and objectives. The contractor shall assist in the development and subsequent revision of a J4 strategic plan. Provide guidance in the development of overarching logistics strategies necessary to support the strategic plan.

4.4.1.2 – Subtask Title: Senior Level Strategic Engagement

The contractor shall provide senior level leadership and oversight of large, complex, and sensitive logistics endeavors. The contractor shall work with senior logistics representatives to ensure overall project direction and expectations are being met. When required, the contractor shall perform data collection and interviews with senior Government personnel in order to obtain critical data to support Joint Logistics operational analysis.

4.4.2 – Task Title: Strategic Communications Support

The contractor shall recommend methodologies and activities that the J4 senior leader's can employ to effectively communicate J4's mission and vision to the primary Joint Logistics customers, stakeholders and employees.

4.4.2.1 – Subtask Title: Information Campaign Development

The contractor shall aid in the development and implementation of a targeted information campaign. In addition, contribute to the production of information products such as, but not limited to, brochures, videos, media, and legislative analysis. The contractor shall support writing projects and aid in ensuring communications clearly articulate J4's key messages. The contractor shall perform quality assurance and quality control reviews to ensure the overall theme of the documents are in line with J4's strategic direction.

4.4.3 – Task Title: Strategic Assessment Support

The contractor shall assist in the development of business process reengineering transformation projects which include project leadership, planning, reporting, team member guidance, and issue resolution. The contractor shall assist J4 in identifying opportunities for breakthrough changes. The contractor shall develop/refine a change management plan to guide the organization through the transformation from old processes to new ones. The contractor shall develop implementation plans to support transformation initiatives. The contractor shall direct performance measurement analysis to define performance expectations and make recommendations to enhance organizational effectiveness based on the collected data.

4.4.3.1 – Subtask Title: Quantitative Analysis

The contractor shall apply quantitative analysis to support the design and implementation of evaluation processes. The contractor shall use the appropriate tools, such as analytical reports, to help refine and redefine logistics strategies. The contractor will meet periodically with J4's senior staff to relay progress, propose creative solutions to work challenges, and to assess priorities.

4.4.3.2 Subtask Title: Transformation Support. The contractor shall support ongoing change management and transformation efforts. The contractor shall assess J4's change management and transformation initiatives and provide guidance on how to optimize business processes through the development of an implementation plan. The contractor shall recommend performance metrics and conduct analysis to refine performance expectations and quantify how well the work is being done. The contractor shall facilitate team meetings to assist management in clearly articulating J4 goals and quantifiable objectives.

4.4.3.3 – Subtask Title: Organization Progress Events

The contractor shall plan and facilitate a series of interactive J4 discussions, through venues such as offsites, backbriefs and other recommended events, with the focus toward improving the organizational cohesiveness and

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overall effectiveness. During these events, the contractor shall facilitate discussions on how J4 can work together more effectively to achieve it's mission, goals and objectives. The contractor will provide session feedback through the consolidation and analysis of session results. In addition, the contractor shall be prepared to provide feedback on trends and make recommendations for necessary adjustments to improve teambuilding and overall performance.

4.4.3.4 – Subtask Title: Joint Logistics Forum Support

The contractor shall design the agenda, facilitate discussion, capture key discussions/agreements, and analyze data resulting from various discussions for at least one joint logistics strategy forum or conference during the base and each option period of performance.

4.5. Quality Assurance Surveillance Plan (QASP)

To comply with NAVSEA directives to facilitate performance-based services contracting, Indian Head Division / NSWC shall incorporate performance requirements based upon the Contractor Performance Assessment Reporting System (CPARS) and Best-value performance measurement factors into our Task Orders. Contractor performance will be assessed on a continuing basis by review of deliverables, technical meetings, and general contacts with the contractor. Informal contract management performance reviews will be conducted quarterly and a formal Quality Performance Review will be conducted at the conclusion of each Task Order. A CPARS-type evaluation of all Task Orders performed (in whole or in part) under a given contract will be conducted on an annual basis.

The QASP provides for contractor performance evaluation in five (5) general areas. Each performance assessment will contain the following three elements: Performance Objective(s), Performance Measurement Factors, and Performance Rating Definitions. When taken in the aggregate, these elements constitute the performance evaluation under the QASP of the individual Task Orders issued under the related contracts. A brief description of each of the three (3) elements is as follows:

Performance Objective – The contract or Task Order delineation of Deliverables and/or overall objective(s) as described under the Scope.

Performance Measurement Factor (PMF) – The critical key characteristics or aspects of achieving the objective(s) that will be monitored by the Government (IHDIV / NSWC, SPT), those matters about which the Government will be gathering data. Each objective will likely have one or more performance measurement factors.

Performance Rating and Definitions – An adjectival and/or numerical rating with definition of the meaning of each rating level when applied to each performance measurement factor. The technical monitor (COR) has the responsibility for identification of the applicable PMFs and their relevant incorporation into the specific tasking of a contract. Individual Task Orders may specify a minimum acceptable rating, target rating, or range of performance ratings on subtasks for certain PMFs.

When numerical ratings are employed for PMFs, or sub factors within a PMF, the rating numbers will be summed together and averaged to arrive at a single numerical value for each PMF and overall value of all relevant PMFs averaged. Failure of the Contractor to meet the required performance measure specified for an individual Task Order will result at a minimum in the Contractor correcting any deficiencies at no additional cost to the Government.

PART 5

APPLICABLE DOCUMENTS

| | | | | |
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5.0 Applicable Documents. Following are documents to provide background on J4's strategic planning and transformation efforts. These documents are Government Furnished Information and are located as Attachment B.

5.0.1 -- Voice of the Customer Report, dated 21 March 2006, documents what key J4 customers and stakeholders expect captured through a series of non-attribution interviews. (21 pages)

5.0.2 -- J4 Mandate Analysis, dated 31 March 2006, documents analysis conducted to determine the existing statutory and regulatory mandates of the J4 organization. (18 pages)

5.0.3 -- J4 Transformation Guidebook, dated 20 October 2006, documents J4's initial change management and transformation effort. (30 pages)

5.0.4 -- Joint Logistics Compass, graphically depicts the current state, desired future state, challenges to, and high-payoff initiatives for Joint Logistics. (2 pages)

5.0.5 -- J4 Tri-Fold Depicting J4 Mission, Goals & Objectives, dated January 2007, documents the mission, goals and objectives the Joint Staff J-4 adopted to more effectively meet both the statutory and regulatory mandates and the expectations of key customers and stakeholders. (2 pages)

5.0.6 -- J4 Change Management Plan, dated March 2008, documents the 2008 J4 change management and transformation initiatives. (37 pages)

5.0.7 -- Joint Logistics Strategy Document, dated June 2008, documents the Joint Staff J4's vision for the future of Joint Logistics. (6 pages)

5.1 Specific Regulation or Guidance

FAR 52.204-2 Security Requirements

TECHNICAL EXHIBIT 1

PERFORMANCE REQUIREMENTS SUMMARY

| Task Paragraph | Tasks | Delivery Date | Performance Standard |
|----------------|------------------------------------------|---------------|----------------------|
| 4.1 | Schedule | | |
| 4.1.1 | Schedule and conduct a contract kick-off | DOA + 5 Days | One Time |

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|---------|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|---------------|
| | meeting | | |
| 4.1.2 | Deliver and maintain an integrated project schedule using MS Project; include resource loaded tasks, durations, dependencies & deliverables | 15 th Day of every month | Monthly |
| 4.2 | Monthly Status Report | 15 th Day Of Every Month | Monthly |
| 4.3 | Quality | | |
| 4.3.1 | Prepare and provide a Quality Control Plan | DOA + 15 Days | One Time |
| 4.4 | Technical | | |
| 4.4.1.1 | Assist with the Review and Refinement of J4 Mission, Goals, & Objectives | DOA + 90 Days | Annually |
| 4.4.1.1 | Develop Strategic Plan | DOA + 180 Days | Annually |
| 4.4.1.2 | Support Joint Logistics Operational Analysis | DOA + 200 Days | Annually |
| 4.4.2.1 | Prepare Information Campaign Plan | DOA + 90 Days | Annually |
| 4.4.2.1 | Support Writing Projects to Articulate J4 Key Messages | DOA + 90 Days | Monthly |
| 4.4.2.1 | Perform Quality Assurance & Quality Control Reviews of Key Writing Projects | DOA + 90 Days | Monthly |
| 4.4.3 | Develop Change Management Plan | DOA + 200 Days | Annually |
| 4.4.3 | Develop Implementation Plan to Support Transformation Initiatives | DOA + 230 Days | Annually |
| 4.4.3 | Direct Performance Measurement Analysis | DOA + 200 Days | Annually |
| 4.4.3 | Make Recommendations to Enhance Organizational Effectiveness | DOA + 200 Days | Annually |
| 4.4.3.2 | Facilitate Team Meetings to Assist J4 Articulate Goals and Objectives | DOA + 180 Days | Annually |
| 4.4.3.3 | Plan and Facilitate Interactive J4 Discussions | DOA + 180 Days | Semi-Annually |
| 4.4.3.4 | Design and Execute Joint Logistics Forums | DOA + 180 Days | Annually |
| 4.4.3.4 | Prepare Joint Logistics Forum Minutes | 15 Days After Event | One Time |

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SECTION D PACKAGING AND MARKING

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

SEE BASIC CONTRACT

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE IS AT DESTINATION.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for this requirement is as follows:

Base Year 4/29/2009 – 4/28/2010

Option Year I 3/5/2010 – 3/4/2011

Option Year II 3/5/2011 – 3/4/2012

Option Year III 3/5/2012 – 3/4/2013

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SECTION G CONTRACT ADMINISTRATION DATA

TASK ORDER POINTS OF CONTACT

The following contacts are provided for this contract:

Contract Administrator: Beth Hoover

Phone Number: (301) 744-6653

Email: elizabeth.m.hoover@navy.mil

Payments/Invoicing: WAWF

Task Order Manager: Tammy Tippie

Phone Number: (703) 614-6291

Email: Tammy.Tippie@js.pentagon.mil

Any concerns regarding your task order, should be directed to the above mentioned personnel, or the Contracting Officer Renee Brown at (301) 744-6626.

IHD 77 – CPFF WAWF INVOICE INSTRUCTIONS (NSWCIHD) (AUG 2008)

(a) In accordance with the clause of this contract entitled "Electronic Submission of Payments Requests and Receiving Reports" (DFARS 252.232-7003), the Indian Head Division, Naval Surface Warfare Center will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture, and process receipt and payment-related documentation in a paperless environment. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The following information regarding payment request routing is provided for completion of the document in

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WAWF:

Look at the bottom of the first page of your contract or order (basic, not modification) to find the form number, and then use the chart below that corresponds to your contract type (i.e., firm fixed price or cost plus fixed fee). This chart is a guide to finding information necessary for creating a payment request. In most cases, the chart points to a block number on a contract form or a particular section within the contract. In the WAWF system only use the DoDAAC ext. field if specifically directed, otherwise leave blank.

THE BELOW TABLE WILL BE COMPLETED AT TIME OF AWARD

| Use Cost Vouchers for Cost Plus Fixed Fee Contracts/Orders | |
|------------------------------------------------------------|--------|
| Contract Number - N00178-05-D-4530 | |
| Delivery Order - FG01 | |
| CAGE Code/Ext. - 0BTM3 | |
| Pay DoDAAC - HQ0338 | |
| Issue date - 29 April 2009 | |
| IssueBy DoDAAC - N00174 | |
| Admin DoDAAC - S2404A | |
| DCAA Auditor DoDAAC/Ext. - HAA391 | |
| Service Approver/Ext. | S2404A |

(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):

Technical Representative: Tammy.Tippie@js.pentagon.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 Dan Twombly at 301-744-6648 or daniel.twombly@navy.mil or Georgia Warder at 301 744-6679 or georgia.warder@navy.mil.

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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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

ALLOTMENT OF FUNDS (MAY 1993)

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

| ITEM(S) | ALLOTTED TO COST | ALLOTTED TO FEE |
|-----------|------------------|-----------------|
| CLIN 4000 | | |
| CLIN 4001 | | |
| CLIN 4002 | | |
| CLIN 6000 | | |
| CLIN 6001 | | |
| CLIN 6002 | | |

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.

IHD 1 - CONTRACTOR PERFORMANCE ASSESSMENT RATING SYSTEM (CPARS) NAVSEA/IHD (JAN 2001)

(a) Pursuant to FAR 42.1502, this contract is subject to DoD's Contractor Performance Assessment System (CPARS). CPARS is an automated centralized information system accessible via the Internet that maintains reports of contractor performance for each contract. CPARS is located at <https://cpars.csd.disa.mil> Further information on CPARS is available at that web-site.

(b) Under CPARS, the Government will conduct annual evaluations of the contractor's performance. The contractor has thirty (30) days after the Government's evaluation is completed to comment on the evaluation. The opportunity to review and comment is limited to this time period and will not be extended. Failure to review the report at this time

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will not prevent the Government from using the report.

(c) The contractor may request a meeting to discuss the CPARS. The meeting is to be requested via e-mail to the CPARS Program Manager no later than seven days following receipt of the CPAR. A meeting will then be held during the contractor's 30-day review period.

(d) The CPARS system requires the Government to assign the contractor a UserID and password in order to view and comment on the evaluation. Provide the name(s) of at least one individual (not more than three) that will be assigned as your Defense Contractor Representative for CPARS.

Name Phone E-mail Address (optional)

Dyson Richards (703) 769-5883 Dyson.Richards@rgsinc.com

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. The 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. |

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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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SECTION I CONTRACT CLAUSES

In addition to the clauses in the basic contract, the following clauses are incorporated into the subject task order:

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

OPTION TO EXTEND THE TERM OF THE TASK ORDER

(a) The Government may extend the term of this contract by written notice to the Contractor within 365 days of award or exercise of previous option; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

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

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

52.232-22 LIMITATION OF FUNDS (APR 1984)

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

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(b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.

(c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.

(d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of (i) the amount then allotted to the contract by the Government or, (ii) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to this contract.

(g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(h) No notice, communication, or representation in any form other than that specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

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(i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of (1) the amount previously allotted by the Government or, (2) if this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equalling the percentage of completion of the work contemplated by this contract.

(End of clause)

52.232-20 LIMITATION OF COST (APR 1984)

(a) The parties estimate that performance of this contract, exclusive of any fee, will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

(b) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that--

(1) The costs the Contractor expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the estimated cost specified in the Schedule; or

(2) The total cost for the performance of this contract, exclusive of any fee, will be either greater or substantially less than had been previously estimated.

(c) As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the total cost of performing this contract.

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(d) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause--

(1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of (i) the estimated cost specified in the Schedule or, (ii) if this is a cost-sharing contract, the estimated cost to the Government specified in the Schedule; and

(2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of the estimated cost specified in the Schedule, until the Contracting Officer (i) notifies the Contractor in writing that the estimated cost has been increased and (ii) provides a revised estimated total cost of performing this contract. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.

(e) No notice, communication, or representation in any form other than that specified in subparagraph (d)(2) above, or from any person other than the Contracting Officer, shall affect this contract's estimated cost to the Government. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the estimated cost or, if this is a cost-sharing contract, for any costs in excess of the estimated cost to the Government specified in the Schedule, whether those excess costs were incurred during the course of the contract or as a result of termination.

(f) If the estimated cost specified in the Schedule is increased, any costs the Contractor incurs before the increase that are in excess of the previously estimated cost shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

(g) Change orders shall not be considered an authorization to exceed the estimated cost to the Government specified in the Schedule, unless they contain a statement increasing the estimated cost.

(h) If this contract is terminated or the estimated cost is not increased, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

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Funding Spreadsheet