

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
P000013. EFFECTIVE DATE
10-Sep-20194. REQUISITION/PURCHASE REQ. NO.
N0001518RC171305. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00189

7. ADMINISTERED BY (If other than Item 6)

CODE

S2404A

NAVSUP FLC Norfolk, Detachment Philadelphia
700 Robbins Avenue, Bldg. 2B
Philadelphia PA 19111-5083
yarden.doar@navy.mil 215-697-9681DCMA Manassas
14501 George Carter Way, 2nd Floor
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Morgan Business Consulting, LLC
21377 Scara Place
Ashburn VA 20148

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-09-D-5776 / N0018918F3020

10B. DATED (SEE ITEM 13)

29-Aug-2018

CAGE CODE
37WS0

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)

SEE SECTION G

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.

[]

[] 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).

[X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)

[] D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Gerald L Bowne, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

10-Sep-2019

BY /s/Gerald L Bowne

11-Sep-2019

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to:

- 1) Exercise Option I (CLIN 7100, 9100). The PoP of Option I is from 30 September 2019 to 29 September 2020.
- 2) Fully Fund Option I (SLIN 710001 in the amount of [REDACTED] and 910001 in the amount of [REDACTED] - Document #N0001519RC17303 applies.
- 3) Change the description of CLIN 9000 to increase the Travel NTE amount from [REDACTED] per year to [REDACTED] and decrease the ODC NTE amount from [REDACTED] per year to [REDACTED].

This is the complete agreement of the parties. There are no collateral agreements, reservations, or understandings, either expressed or implied, written or oral, other than as specifically set forth herein. It is agreed that no modification of this agreement shall be binding unless it is reduced to writing and signed by the parties.

The automated procurement system in which this modification has been prepared does not allow for contractor's electronic signature. A fully executed copy of the modification will be maintained in the government's contract file.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
710001	O&MN,N	0.00	[REDACTED]	[REDACTED]
910001	O&MN,N	0.00	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7100	0.00	[REDACTED]	[REDACTED]
9100	0.00	[REDACTED]	[REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	R499	DCIPS Labor - Base Year (O&MN,N)	1.0	LO			
700001	R499	Funding for CLIN 7000 (O&MN,N)					
7100	R499	DCIPS Labor - Option I (O&MN,N)	1.0	LO			
710001	R499	Funding for CLIN 7100 (O&MN,N)					
7200	R499	DCIPS Labor - Option II (O&MN,N)	1.0	LO			
		Option					
7300	R499	DCIPS Labor - Option III (O&MN,N)	1.0	LO			
		Option					
7400	R499	DCIPS Labor - Option IV (O&MN,N)	1.0	LO			
		Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000	R499	Travel NTE [REDACTED] per year - Base Year. ODC NTE [REDACTED] per year - Base Year. (O&MN,N)	1.0	LO			
900001	R499	Funding for CLIN 9000 (O&MN,N)					
9100	R499	Travel NTE [REDACTED] per year - Option I. ODC NTE [REDACTED] per year - Option I. (O&MN,N)	1.0	LO			
910001	R499	Funding for CLIN 9100 (O&MN,N)					
9200	R499	Travel NTE [REDACTED] per year - Option II. ODC NTE [REDACTED] per year - Option II. (O&MN,N)	1.0	LO			
		Option					
9300	R499	Travel NTE [REDACTED] per year - Option III. ODC NTE [REDACTED] per year - Option III. (O&MN,N)	1.0	LO			
		Option					
9400	R499	Travel NTE [REDACTED] per year - Option IV. ODC NTE [REDACTED] per year - Option IV. (O&MN,N)	1.0	LO			
		Option					

LEVEL OF EFFORT (COST TYPE CONTRACT)

(a) The level of effort for the performance of this contract during the period from the start of contract performance to 12 months thereafter is based upon 11,805 estimated manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this contract will be increased by an additional 47,220 estimated

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manhours of direct labor, for a total level of effort of 59,025 estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

(b) The estimated composition by labor category of the Estimated Total Hours is as follows:

	Base	Option I	Option II	Option III	Option IV	Total
Labor Category	Hours	Hours	Hours	Hours	Hours	Hours
Professional V	355	355	355	355	355	1,775
Professional IV	890	890	890	890	890	4,450
Professional III	480	480	480	480	480	2,400
Technical III	3,840	3,840	3,840	3,840	3,840	19,200
Technical II	6,240	6,240	6,240	6,240	6,240	31,200
TOTAL	11,805	11,805	11,805	11,805	11,805	59,025

(c) The Estimated Total Hours include overtime* and subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of manhours expended per month may fluctuate in the pursuit of performance of the contract statement of work, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the contract. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

PAYMENT OF FIXED FEE

The fixed fee for work performed under this contract is \$ * provided that approximately ** hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than ** hours of technical effort are employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate of \$ *** per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." Payments shall be subject to the withholding provisions of Paragraph (b) of FAR 52.216-8, provided that the total of all such monthly payment shall not exceed eighty-five (85%) percent of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

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	*	**	***
Base	████████	11,805	████████
Opt I	████████	11,805	████████
Opt II	████████	11,805	████████
Opt III	████████	11,805	████████
Opt IV	████████	11,805	████████

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance-Based Work Statement for Defense Civilian Intelligence Personnel Systems (DCIPS)

1. Introduction

The Chief Human Capital Office (CHCO) is organizationally aligned under the Naval Intelligence Activity (NIA). The staff implements, executes and administers the Defense Civilian Intelligence Personnel System (DCIPS)/Human Resources Management (HRM)/Talent Management (TM) policies and strategies; issues guidance; develops long-range plans and objectives; develops and manages programs, interprets regulations; and evaluates program adequacy. The CHCO is designed to ensure the promotion of a fully integrated Human Capital program through effective workforce planning, recruitment, training and development, management and retention of a workforce which supports the Naval Intelligence mission and corporate strategy.

2. Scope

The contractor shall provide support across the range of Human Capital functions for Naval Intelligence including the Civilian Intelligence Personnel Office (CIPO) which manages HR operations, the DCIPS policy team, the strategic workforce planning team responsible for development of strategic HR solutions based on current/forecasted gaps/risks, and the talent development team which manages career development, leadership development, succession planning and the Navy joint-duty-assignment (JDA) program.

The contractor shall provide support in mature strategic workforce planning and talent development practices including research of best practices, implementation of competency-based workforce planning and targeted solutions to address critical gaps, supporting management of joint-duty-assignment (JDA) program, establishing/updating/maintenance of career development plans, managing existing leadership development programs and strengthening succession planning approaches and implementations. Support is required for HR day-to-day functions including DCIPS policy, classification and/or staffing as needed.

The contractor shall provide process improvement support for the execution of total force management work for N2N6, including research of best practices and providing recommendations related to the management and execution of government billets, support of N2N6 Defense Civilian Intelligence Personnel System tasks related to the establishment and administration of pay pool and performance management activities, and data analysis and recommendations for the improvement of processes related to budgeting and execution of civilian pay and management of government billets.

3. Specific Requirements

The tasks are divided into four areas:

- 3.1. Defense Civilian Intelligence Personnel System (DCIPS) Policy and Program Management
 - 3.1.1. Assist and support the execution of monthly Naval Intelligence Civilian Oversight Board (NCOB) and Civilian Advisory Group (CAG) meetings by researching and preparing materials for government principals.
 - 3.1.2. Support the planning and implementation of communication and training for CHCO programs including DCIPS program management, workforce planning, talent development and HR policy/operations. Develop communications such as emails, newsletters, briefings, training materials, worksheets, etc. Assist with delivering briefings and training live or via VTC.
 - 3.1.2.1. Facilitate quarterly leadership development forums
 - 3.1.3. Assist with providing policy support required to format, develop and publish Naval Intelligence DCIPS and HR guidance.
 - 3.1.4. Support assist in the execution of a program evaluation plan for the DCIPS Program to include a framework and action plan for implementing current DCIPS Program Evaluation, which may include a statistical analysis reports, measuring USD(I) Volume 2013 compliance, supporting government-led focus groups, surveys, and leadership interviews as directed by the DCIPS program manager.

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3.2. Strategic Workforce Planning (SWP) and Analysis

- 3.2.1. Assist in the planning and development of SWP, measurement and analysis for the Naval Intelligence workforce including competency development and competency gap analysis. Supports development of forecasting model -- which projects needed competencies, number of personnel required, number of personnel/competencies projected onboard, etc., with sufficiency to support development of hiring, training/development and retention strategies.
- 3.2.2. Support coordinating data calls, reviewing for accuracy, and synthesizing reports per USD (I) and Naval Intelligence SWP requirements and responding to requests for information from different organizations.
- 3.2.3. Support NIA as a technical advisor during specific strategic workforce planning community meetings providing advice to policy and program issues and performing analysis and research based on government direction.
- 3.2.4. Supports the delivery and analysis of the annual Naval Intelligence climate survey. Supports analysis of data (qualitative and quantitative) to develop action plans to improve and/or sustain employee engagement. Contractor will conduct analysis to identify trends and determine key engagement focus areas and present a draft action plan to address analysis.

3.3. Talent Development Support

- 3.3.1. Provide project management support to manage the Naval Intelligence Navigation Leadership Development program. Develop and track project plan for program execution.
- 3.3.2. Provide day-to-day technical and logistical support for Navigation Leadership Development Program including scheduling & planning and/or development of content for Learning Forums, 360 surveys, coaching, mentorship, field trips, and other program features as appropriate.
 - 3.3.2.1. Provide executive coaching to leadership development participants.
- 3.3.3. Assist and supports development of career development plans and associated guides for key Naval Intelligence occupational series. Includes career roadmaps, strategically planned developmental activities (e.g., education, experiential, etc.) lateral and horizontal career movement, and other elements as necessary to ensure competency gaps are mitigated.
- 3.3.4. Support management and execution of the Joint Duty Assignment (JDA) program for the Naval Intelligence Community. Ensure the JDA program is ODNI and USDI policy, procedures and guidance. Advertise JDA opportunities and facilitate candidate selection.
- 3.3.5. Assist in preparing succession planning framework and approach for Naval Intelligence. Provides support with short-and long-term strategies to ensure sufficient talent pool with critical competencies for future leadership roles within Naval Intelligence. Recommends target positions, associated skills and competencies. Assist in developing approaches for succession driven analysis, recruiting, development and management.

3.4. Staff Manpower and Development

- 3.4.1. Performance Management.
 - 3.4.1.1. Provide process improvement support for the execution of the N2/N6 and NIA performance management and pay pool processes to include data reporting and analysis, year-end trend analysis, conducting Performance Review Boards and pay pools.
 - 3.4.1.2. Provide process improvement support for conducting the Performance Review Board. Assist with performing an end to end review of the process and recommend improvements or policy changes that will reduce man hours expended by N2N6 and NIA staff to executive.
- 3.4.2. Civilian Management Group.
 - 3.4.2.1. Provide process improvement and analytic support to assess and implement strategies to influence oversight, guidance and decision making to performance management, leadership development, workforce planning, and succession planning across all N2/N6 Civilians.
 - 3.4.2.2. Develop relevant metrics to determine the frequency, amount of effort in work years to maintain required management programs and return on N2N6 investments in resources.
- 3.4.3. Workforce Policy Guidance.
 - 3.4.3.1. Assess current state of N2N6 workforce guidance and job aids. Research existing policy guidance from the Department of Defense, Navy, Office of the Under Secretary of Defense for Intelligence, and others. Prepare initial drafts of new guidance to address key workforce needs.
 - 3.4.3.2. Determine level of effort to maintain programs based on the findings from analysis.
- 3.4.4. Civilian Pay and Billet Management.
 - 3.4.4.1. Provide data analysis and recommendations for the improvement of budgeting and execution of civilian pay and

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management of government billets.

3.4.4.2. Conduct comprehensive analysis to reconcile Defense Civilian Personnel Data System and Total Force Military Management System billets to determine N2N6 billet requirements verses N2N6 personnel inventory.

3.4.4.3. Provide analysis to measure current civilian cost and billet requirements and project it out to 2021 based on POM 17 budget controls.

4. Deliverables

4.1. The production of deliverable materials in a timely manner and in accordance with all requirements will be a determining factor of a measure of success. General deliverables for all Phases of work are as described below:

- Major deliverables may require an initial kick-off meeting, to be convened at the direction of the Government.
- All deliverables shall include a project management plan, interim (draft) and final report for review and acceptance.
- All deliverables shall be in formats consistent with the CDRL.
 - All references and supporting information will be documented and provided in the deliverable in a format consistent with the CDRL.
- The Government retains unlimited rights to all data and processes developed for all deliverables. The Contractor shall not provide or reference proprietary data to non DoD organization without written permission from the COR.
- A monthly progress report shall be provided that identifies funding, current and cumulative expenditures, percentage of funds remaining, a task list (started, progress, finish date, completed), and anticipated future expenditures
- The Contractor shall obtain approval from the COR before releasing any information outside of the Department of Defense that has been stored, generated, or archived related to this contract.

Item	Frequency	Recipient
Provide Monthly Project Status and Financial Report	By the 10 th work day of the month in accordance with CDRL A001	COR
Project Plans, briefings, talking point, research papers, training material	Upon Request in accordance with CDRL A002	TPOC
Analytical products	Upon Request in accordance with CDRL A003	TPOC
HR Products	Upon Request in accordance with CDRL A004	TPOC
Coaching & Forum Facilitation	Quarterly	TPOC
Trip Reports submitted after return from TDY in accordance with CDRL A005	Within 2 work days after return from Trip in accordance with CDRL A005	COR and TPOC
Other Direct Cost expenses	Within 2 work days after expense in accordance with CDRL A006	COR and TPOC
Monthly Interim Progress Review (IPR)	Meeting to be held NLT third week following submission of CDRL A001	COR and TPOC

4.2. Quality Control Plan

Within 30 days of receipt of the initial contract, the contractor shall submit a Quality Control Plan (QCP) to the Contracting Officer's Representative (COR) for review and comment. The COR has been designated as the Government Quality Assurance Evaluator (QAE). The QCP shall identify the procedures that the contractor will implement to ensure the successful completion of tasks to be identified in the performance work statement (PWS) of task order(s) to be issued hereunder. The COR will provide any pertinent comments and/or questions within 10 days of receipt of the contractor's QCP. Within 30 days of receipt of the COR's comments, the contractor shall provide a finalized QCP to the COR. The contractor shall implement and modify, as necessary, the procedures specified within the QCP to ensure the provision of services that will produce the desired outcomes and result in the performance of work within the required standards. At a minimum, the Contractor's QCP shall address:

Procedures to be implemented to ensure successful completion of tasks identified within PWS.

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Procedures to be implemented to ensure that deliverables, meeting contractual requirements, are provided in a timely manner.

Procedures to be implemented to ensure that tasks are completed in a cost efficient manner.

Procedures to be implemented to ensure that the contractor's workforce, level of effort and labor mix is effectively managed to ensure that tasks are completed in an efficient and effective manner.

Procedures to be implemented to ensure the tracking of labor hours expended in the correction or replacement of work that has not met contract requirements.

5. Metrics

All data deliverables and reports shall be in accordance with instructions in each task area. Deliverable schedules shall be in accordance with instructions. It is intended that task under this contract will be performance based. The metrics focus on desired outcomes and not interim process steps. Using an outcome focus communicates that CHCO intends to give the contractor the flexibility to continuously improve and innovate over the course of the contract as long as the critical outcomes expected are being achieved and the cost to achieve those improvements is approved by appropriate CHCO Government personnel.

The following is a representative but not all-inclusive list of metrics that may be required under individual task areas:

- 5.1. Performance - The Contracting Officer's Representative (COR) will measure the contractor's performance by assessing the quality of the services delivered by the contractor. Examples of services delivered include, but are not limited to, analyses, studies, and reports provided in accordance with the Contract Deliverable Requirement List (CDRL). The quality standards are defined as follows:
 - 5.1.1. Successful services are defined as those that conform to the task description provided in the PWS with insignificant rework required of the contractor by the Government.
 - 5.1.2. Unsuccessful services are defined as those that do not conform with the task description provided in the PWS, thereby requiring significant rework by the contractor at the direction of the Government
- 5.2. Schedule - The COR will determine whether the contractor has met the schedule through the use of the due dates for receipt of deliverables and accomplishment of the milestones set forth in the various CDRLs. The quality standards are defined as follows:
 - 5.2.1. Successful delivery is defined as delivery of the CDRLs and accomplishment of the Task Order milestones at least 95% of the time.
 - 5.2.2. Unsuccessful delivery is defined as delivery of the CDRLs and accomplishment of the Task Order milestones less than 95% of the time.
- 5.3. Cost - The COR will review monthly cost vouchers to monitor the contractor's expenditures in comparison to the contractor's proposed budget, submitted under the CDRL requirement, throughout the task order performance. The quality standards are defined as follows:
 - 5.3.1. Successful cost control is defined as performance of the tasks within the amount of funds allotted for the Task Order.
 - 5.3.2. Unsuccessful cost control is defined as exceeding the funding allotted for the Task Order.
- 5.4. Business Relations - The COR will assess the integration and coordination of all activity needed to execute the contract, such as timeliness, completeness and quality of problem identification and corrective action plans; the contractor's history of reasonable and cooperative behavior, including timely identification of issues in controversy; customer satisfaction; timely award and management of subcontracts and assessment of whether the contractor is meeting subcontracting goals. The quality standards are defined as follows:
 - 5.4.1. Successful business relations are defined as timely, complete and high quality of problem identification and corrective action plans; history of reasonable and cooperative behavior, including timely identification of issues in controversy; customer satisfaction; timely award and management of subcontracts and meeting subcontracting goals.
 - 5.4.2. Unsuccessful business relations are defined as untimely, incomplete and/or low quality of problem identification and corrective action plans; history of unreasonable and uncooperative behavior, including untimely identification of issues in controversy; low customer satisfaction; untimely award and/or poor management of subcontracts and/or failure to meet subcontracting goals.

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5.5. Performance Metrics

Performance Requirement	Related PWS Para. No.	Expected Performance	Tolerance
5.5.1	3.1	Researching and preparing reports, documents, support planning and implementation of communication and training for CHCO programs, deliver briefings and trainings, policy support for formatting, developing and publishing guidance, assist execution, action plan, statistical analysis reports, project plans, talking points, research papers, policy feedback.	= 100% accuracy of facts, timelines and content expected < 100% accuracy unacceptable = 95% grammatical and spelling accuracy expected < 95% unacceptable
5.5.2	3.2	Planning and development, analysis for competency development and gap analysis, forecasting models, data calls, synthesizing reports and responses, project plans, briefings, talking points, research papers, training materials, analytical reports and findings	= 100% accuracy of facts and content expected < 100% accuracy unacceptable = 95% grammatical and spelling accuracy expected < 95% unacceptable < or = 3 WD expected > 3 WD unacceptable
5.5.3	3.3	Develop and track Leadership Development program, technical and logistical support, scheduling, planning and development of content, assist and support career development guides, career roadmaps, strategically planned activities, ensure competency gap mitigation, prepare succession planning framework and approaches, approaches for succession driven analysis reports	= 100% accuracy of facts and content expected < 100% accuracy unacceptable = 95% grammatical and spelling accuracy expected < 95% unacceptable < or = 2 WD expected > 2 WD unacceptable
5.5.4	3.4	Pay Pool processes data reports and analysis, trend analysis, or Performance Review Boards, analytical support and strategic concept briefs, improvement analysis and succession reports, track and synthesize metrics for return on investments, data analysis budget and execution improvements, reconciliation of billets, POM report	= 100% accuracy of facts, timelines and content expected < 100% accuracy unacceptable = 95% grammatical and spelling accuracy expected < 95% unacceptable < or = 3 WD expected > 3 WD unacceptable

6. Labor Category Descriptions.

Labor categories include minimum experience requirements along with a broad description of the functional responsibilities.

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6.1. PROFESSIONAL LABOR CATEGORIES

6.1.1. PROFESSIONAL V: Minimum Experience: Certified Executive Coach with experience in Federal government. Minimum Experience: 5+ years in leadership development training and workshop facilitation, Federal government experience is preferred.

6.1.2. PROFESSIONAL IV: Minimum Experience: 10 years of progressive experience (at least three years of which were in a managerial capacity) in human capital operations & strategy. Knowledge of end-to-end human capital lifecycle particularly within the federal government. DCIPS knowledge is required and Navy knowledge is desired.

Functional Responsibility: Responsible for planning, organizing, executing and controlling performance of technical, business and financial services projects, ensuring that goals and objectives are accomplished within prescribed timeframe and funding parameters. Provide primary interface with client management personnel regarding strategic issues. Coordinates all parties to tasks, performs quality assurance reviews of project deliverables and activities for completeness, quality, and adherence to customer requirements. Delivers presentations and leads client meetings.

6.1.3. PROFESSIONAL III: Minimum Experience: 7 years of progressive experience (at least three years of which were in a managerial capacity) in human capital operations & strategy. Knowledge of end-to-end human capital lifecycle particularly within the federal government. DCIPS knowledge is required and Navy knowledge is desired.

Functional Responsibility: Responsible for ensuring that solutions and schedules are implemented in a timely manner by executing project plans and monitoring performance. Provides updates on project progress to management. Resolves project staffing and planning issues. Work with agency/department resources on implementation issues. Manages staff assigned to project. Conduct preliminary quality assurance over project deliverables and activities. Delivers presentations and leads client meetings.

6.2. TECHNICAL LABOR CATEGORIES

6.2.1. TECHNICAL III: Minimum Experience: 5 years of experience participating in HR operations and/or strategy.

Functional Responsibility: Develops and implements HR solutions (e.g., leadership development program support, data analysis, career roadmap development, etc.)

6.2.2. TECHNICAL II: Minimum Experience: 3 years of experience participating in HR operations and/or strategy.

Functional Responsibility: Assists in development and implementation of HR solutions

6.3. Level of Effort

	Base	Option I	Option II	Option III	Option IV	Total
<u>Labor Category</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>	<u>Hours</u>
Professional V	355	355	355	355	355	1,775
Professional IV	890	890	890	890	890	4,450
Professional III	480	480	480	480	480	2,400
Technical III	3,840	3,840	3,840	3,840	3,840	19,200
Technical II	6,240	6,240	6,240	6,240	6,240	31,200
TOTAL	11,805	11,805	11,805	11,805	11,805	59,025

7. Travel

Travel may be required in the performance of this task order to attend meetings, briefings, and to support delivery of training as necessary to accomplish tasks. All travel shall conform to the current Joint Travel Regulations (JTR).

Travel expenses invoiced to the Government shall be in accordance with the JTR; expenditures that exceed the JTR

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will not be reimbursed by the Government.

The contractor shall obtain COR authorization of all travel prior to the event.

Travel not to exceed [REDACTED] per year, **exclusive** of G&A.

8. Security

The Contractor shall comply with restricted areas regulations, rules, instructions, directives, procedures, mandates and other requirements. Certain N2/N6 designated office spaces are “off-limits” or restricted. Contractor personnel shall not enter any “off-limits” or restricted spaces within N2/N6’s designated office areas without specific permission.

All requests by the Contractor for non-duty access (outside normal work hours) shall be coordinated through the Government’s designated personnel.

All contractor personnel performing under this Contract, or any representative of the Contractor entering N2/N6 designated office space shall abide by all security regulations, rules, instructions, directives, procedures, mandates and other requirements of CNO and N2/N6. The Contractor shall coordinate with the designated N2/N6 representative for Government-furnished building passes and Common Access cards (CAC).

The Contractor shall escort visitors through N2/N6 facilities at the request of the Government consistent with applicable security policies.

The Contractor will be entrusted with building passes, badges and/or the use of access devices for facility access. The Contractor shall prohibit the use of Government-issued building passes, badges and/or access devices throughout the facility by any person other than authorized Contractor personnel. The Contractor shall not permit entrance to locked areas by any person other than Contractor personnel assigned to the activity where the Contractor is performing work, without written authorization by the Government’s designated security personnel. Building passes, badges and/or access devices shall only be issued by government personnel to Contractor personnel performing services under this Contract. The Contractor shall immediately report to the Government’s designated security personnel any occurrences of lost passes, badges and/or access devices.

Identification of Non-Disclosure Requirements. Contractor will have access to sensitive DoD financial information during the course of normal duties associated with this contract and shall sign a non-disclosure agreement and provide a copy to N2/N6 prior to commencing work under this contract.

See attached DD254.

Contractor personnel performing on this PWS shall possess a security clearance of TOP SECRET SCI with access to SI, TK, G and HCS unless otherwise determined based on need. JWICS access is required for tasks area 3.2.

9. Place of Performance

The place of performance will primarily be at the Government’s facilities in the Washington DC metropolitan area to include Northern Virginia and Southern Maryland. Some work effort may be required to be performed in Millington, TN and Chesapeake/Norfolk/Portsmouth/Virginia Beach/Suffolk/Newport News/Hampton area in southeastern Virginia. The contractor may be required to have a facility in the Northern Virginia metro area to house contractor personnel should the need for personnel exceed those accommodated at the Government facilities.

In those exceptional cases when contractor personnel work efforts are performed outside of Government facilities due to events which cause these facilities to be inaccessible, performance of appropriate work efforts will be limited to contractor facilities that comply with all requirements of the contract, including but not limited to facilities that comply with applicable security requirements. The contractor shall submit a request to the COR prior to contractor personnel commencing any work efforts outside Government facilities.

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In accordance with U.S. Navy policy and responsibilities for the implementation of a U.S. Navy Continuity of Operations (NAVCOOP) in the event of a Pandemic that restricts access to the contractor's government facilities place of performance to include the Pentagon, the contractor will be notified via the COR that normal access has been restricted and to whom such restrictions apply. In that event the contractor shall change the place of performance under applicable in-process task orders to contractor facilities that comply with all requirements of the contract, including, but not limited to, facilities that comply with any applicable security requirements of the task order(s). The change in place of performance shall remain in effect until he COR, notifies the Contractor that restrictions to government facilities have been removed.

	Work Location (for estimating purposes)	Hours (Per Year)
Labor Category	Hours	Hours
Professional V	Split 90/ up to10*	355
Professional IV	Split 90/ up to10*	890
Professional III	Split 90/ up to10*	480
Technical III	Split 90/ up to10*	3,840
Technical II	Split 90/ up to10*	6,240
TOTAL		11,805

***Split places of performance are listed as percentages where the first number is the percentage of work performed at the Government site and the second number is the work performed at the Contractor site (i.e., 90/10 means 90% of the work is Government site and 10% of the work is Contractor site.)**

10. Government Furnished Information, Systems and Spaces

Unless otherwise determined based on need (i.e., ability to work offsite based on task), the Government will provide work spaces to all contractor personnel to include desk, telephone, office supplies, computer equipment and associated software as specified. The Government will also provide access to computer facilities, standard documentation and incidental consumables necessary for performance of work. Such equipment is considered to be incidental to working onsite in Government facilities.

The Contractor shall operate Government-provided computer equipment in accordance with applicable instructions. The Contractor shall attend Government funded computer training for accessing data on the Government's network.

The Contractor shall provide all personnel, equipment, and materials necessary to perform the relocation of any equipment and/or furniture within N2/N6. The Government reserves the right to reallocate or redistribute the Contractor's Government-provided office space. If the Government reallocates or redistributes the office space, the Contractor shall provide all personnel, equipment, and materials necessary to relocate all Government and Contractor provided office equipment, furniture, and supplies. The Contractor shall be responsible for the security of equipment during relocation.

Utilities for Government-furnished facilities will be provided at no cost to the Contractor. Utilities are limited to electricity, water, sewage, and telephone. The Government will provide a Personal Identification Number for use on all long distance calls in support of the requirements of this contract.

The Contractor shall immediately report lost, stolen, damaged, or destroyed Government property to the Government's designated security personnel. A Report of Loss shall be prepared by the Contractor and forwarded to the Government's designated security personnel along with written explanation. The Contractor shall participate in the survey investigation.

The Contractor shall safeguard all Government property in its work area. At the close of each work period, facilities shall be secured by the contractor if the contractor is the last individual in the work area.

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11. Other Direct Costs

ODC's may be required for tasks under this contract. All materials purchased by the Contractor for the use under this contract are to be turned over to the Government once performance ceases under the contract and any resultant task orders. The Contractor shall document the transfer of materials.

ODCs not to exceed [REDACTED] per year, **exclusive** of G&A.

12. Period of Performance

- 12.1. The Period of Performance is from 30 September 2018 - 29 September 2019
- 12.2. The Option I Period of Performance is from 30 September 2019 - 29 September 2020
- 12.3. The Option II Period of Performance is from 30 September 2020 – 29 September 2021
- 12.4. The Option III Period of Performance is from 30 September 2021 - 29 September 2022
- 12.5. The Option IV Period of Performance is from 30 September 2022 – 29 September 2023

13. Hours of Operation

The Contractor is responsible for providing services, between the hours of 0730-1700 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 workforce for the uninterrupted performance of all tasks defined within this PWS when the Government facility is not closed for the above reasons.

14. Other Pertinent Information or Special Considerations

All services provided shall be compliant with Electronic Information Technology Section 508 of Rehabilitation Act of 1973.

15. Glossary of Terms/Acronyms

ATA	Alternate Technical Assistant
CAG	Civilian Advisory Group
DCIPS	Defense Civilian Intelligence Personnel System
DON	Department of the Navy
FLSA	Fair Labor Standards Act
IDC	Information Dominance Corps
NAVINTEL	Naval Intelligence
NCOB	NAVINTEL Civilian Oversight Board
NAVCOOP	U.S. Navy Continuity of Operations
ODNI	Office of Director of National Intelligence
OPNAV	Navy Headquarters
SECDEF	Secretary of Defense
SCI	Sensitive Compartmented Information
SWP	Strategic Workforce Planning
TA	Technical Assistant
TS	Top Secret
USD(I)	Under Secretary of Defense for Intelligence

16. Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for N2/N6 via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs).

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The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address: <https://www.ecmra.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year.

Contractors may direct questions to the help desk, linked at <https://www.ecmra.mil>.

17. REIMBURSEMENT OF TRAVEL COST

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations
Immunization
Passports, visas, etc.
Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite. Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

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NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection of Services—Cost- Reimbursement	APR 1984
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SECTION F DELIVERABLES OR PERFORMANCE

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

7000	9/30/2018 - 9/29/2019
7100	9/30/2019 - 9/29/2020
9000	9/30/2018 - 9/29/2019
9100	9/30/2019 - 9/29/2020

CLIN - DELIVERIES OR PERFORMANCE

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

7000	9/30/2018 - 9/29/2019
9000	9/30/2018 - 9/29/2019
7100	9/30/2019 - 9/29/2020
7200	9/30/2020 - 9/29/2021
7300	9/30/2021 - 9/29/2022
7400	9/30/2022 - 9/29/2023
9100	9/30/2019 - 9/29/2020
9200	9/30/2020 - 9/29/2021
9300	8/30/2021 - 8/29/2022
9400	9/30/2022 - 9/29/2023

Services to be performed hereunder will be provided at Government's facilities in the Washington DC metropolitan area to include Northern Virginia and Southern Maryland.

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order--Alternate I	APR 1984
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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative

Abe Mousavizadegan

abraham.mousavizadeg@navy.mil

703-604-5065

SECURITY ADMINISTRATION

The highest level of security required under this contract is _Top Secret (TS)/Sensitive Compartmented Information (SCI) as designated on DD Form 254 attached hereto and made a part hereof.

The Commander, Defense Investigative Service, Director of Industrial Security, __Capital__ Region, is designated Security Administrator for the purpose of administering all elements of military security hereunder.

COMMUNICATIONS

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

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

Gerald Bowne
FLC Norfolk, Contracting Dept., Philadelphia Office 700 Robbins Ave., Bldg. 2B
Philadelphia, PA. 19111-5083
(215) 697-5308

Payment Instructions

DFARS PGI 204.7108

www.acq.osd.mil/dpap/dars/pgi/pgi_htm/current/PGI204_71.htm#payment_instructions

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

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

COST VOUCHER

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

N/A

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC _____	HQ0338
Issue By DoDAAC _____	N00189
Admin DoDAAC _____	S2404A
Inspect By DoDAAC _____	N00015
Ship To Code	_____

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Ship From Code _____

Mark For Code _____

Service Approver (DoDAAC) _____ N00015

Service Acceptor (DoDAAC) _____

Accept at Other DoDAAC _____

LPO DoDAAC _____ N00015

DCAA Auditor DoDAAC _____

Other DoDAAC(s) _____

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

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

abraham.mousavizadeg@navy.mil

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

abraham.mousavizadeg@navy.mil



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



(End of clause)

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
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Accounting Data

SLINID	PR Number	Amount
700001	N0001518RC17130	
LLA :		
AA 1781804 15VR 251 01500 056521 2D 000000 01518RC17130		
Standard Number: N0001518RC17130		
900001	N0001518RC17130	
LLA :		
AA 1781804 15VR 251 01500 056521 2D 000000 01518RC17130		
Standard Number: N0001518RC17130		

BASE Funding 
Cumulative Funding 

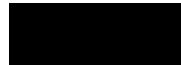
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710001 N0001519RC17303

LLA :

AA 1791804 15VR 251 01500 056521 2D AAAMTG 01519RC17303

Standard Number: N0001519RC17303



910001 N0001519RC17303

LLA :

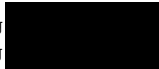
AA 1791804 15VR 251 01500 056521 2D AAAMTG 01519RC17303

Standard Number: N0001519RC17303



MOD P00001 Funding

Cumulative Funding



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SECTION H SPECIAL CONTRACT REQUIREMENTS

LIABILITY INSURANCE (COST TYPE CONTRACTS)

The following types of insurance are required in accordance with the clause entitled "INSURANCE-LIABILITY TO THIRD PERSONS" (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

COST LIMITATION CEILINGS ON INDIRECT RATES

If an offeror proposes cost limitation ceilings on indirect rates, the offeror is advised that the Government may evaluate the offeror's cost proposal accordingly. The decision to propose cost limitation ceilings is the offeror's decision. In the event the offeror proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant contract without discussion. Under any cost reimbursement contract, the indirect rates billed shall be limited to the ceiling rate(s) identified in the contract. Any costs incurred above ceiling rates are not allowable.

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

See Section G

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

TBD if required

SUP 5252.203-9401 NOTIFICATION OF USE OF FORMER/RETIRED MILITARY AND/OR SENIOR EXECUTIVE SERVICE PERSONNEL (Dec 2009)

If the contractor intends to use the services of a former or retired Flag or General Officer, or former or retired member of the Senior Executive Service in the performance of this contract and/or any task order issued under this contract, the contractor shall notify the contracting officer of the name of such individual including a description of the services such individual will be performing, the military branch from which individual retired or separated, and their rank or SES position at time of separation. Such notification shall be provided in writing prior to performance of services under the contract and/or task order by such individual.

SUP 5252.203-9402 USE OF INFORMATION/TECHNICAL DATA (DEC 2009)

In the performance of this contract, the Contractor will be required to utilize and/or have access to significant amounts of information related to military and homeland security operations and programs. Any information obtained by the Contractor or personnel working for the Contractor from any DoD/Government/private source in the performance of this contract shall be used only for the purposes of the performance of this contract. The Contractor and personnel working for the Contractor shall not use, release, sell, or reveal any information obtained in the performance of this contract to any person or entity not authorized herein. The Contractor shall ensure that its personnel comply with these requirements.

5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)

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Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command’s Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual’s performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity’s Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee’s duties, such employees shall in-process with the Navy Command’s Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual’s performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the “supervisor”.

The SAAR-N shall be forwarded to the Navy Command’s Security Manager at least 30 days prior to the individual’s start date. Failure to provide the required documentation at least 30 days prior to the individual’s start date may result in delaying the individual’s start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all

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employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLCL to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLCL consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product) the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a

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DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions

Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission) Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

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SECTION I CONTRACT CLAUSES

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

252.209-7999 Representation by corporations regarding an unpaid delinquent tax liability or a felony conviction under any Federal law (Deviation 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that –

(1) It is () is not () a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is () is not () a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

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(End of clause)

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	MAY 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications	DEC 2014
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records—Negotiation	OCT 2010
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications--Alternate III	OCT 1997
52.215-23	Limitations on Pass-Through Charges--Alternate I	OCT 2009
52.216-7	Allowable Cost and Payment	JUN 2013

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52.216-8	Fixed Fee	JUN 2011
52.217-8	Option to Extend Services	NOV 1999
52.217-9	Option to Extend the Term of the Contract	MAR 2000
52.219-6	Notice of Total Small Business Set-Aside	NOV 2011
52.219-14	Limitations on Subcontracting	JAN 2017
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-2	Payment for Overtime Premiums	JULY 1990
52.222-3	Convict Labor	JUNE 2003
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-21	Prohibition of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-5	Pollution Prevention & Right-To-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts.	MAY 2008
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	AUG 2011
52.223-19	Compliance with Environmental Management Systems	MAY 2011
52.224-3	Privacy Training	JAN 2017
52.228-7	Insurance—Liability to Third Persons	MAR 1996
52.232-17	Interest	MAY 2014
52.232-18	Availability of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-25	Prompt Payment--Alternate I	FEB 2002
52.232-22	Limitation of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest after Award--Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	APR 1984
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2	Changes—Cost Reimbursement--Alternate I	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition in Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	NOV 2017

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52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.246-25	Limitation of Liability—Services	FEB 1997
52.247-67	Submission of Transportation Documents for Audit	FEB 2006
52.249-6	Termination (Cost-Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7004	Display of Hotline Posters	OCT 2016
252.204-7003	Control of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision of Information to Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.223-7004	Drug-Free Work Force	SEP 1988
252.225-7048	Export-Controlled Items	JUNE 2013
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.232-7010	Levies on Contract Payments	DEC 2006
252.242-7006	Accounting System Administration	FEB 2012
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	DEC 2017
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	DEC 2017

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SECTION J LIST OF ATTACHMENTS

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