

2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE 02-Dec-2015	4. REQUISITION/PURCHASE REQ. NO. N4703916RCD1003	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

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Philadelphia PA 19111-5083
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DCMA Manassas
14501 George Carter Way
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SYNCHRON, LLC 6920 Heathstone Court Fairfax Station VA 22039-1828		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-12-D-7066-FK01
		10B. DATED (SEE ITEM 13) 02-Jan-2014
CAGE CODE 6JEW1	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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 52.217-9 'Option to Extend the Term of the Contract'

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Erin Kilrain, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY <u>/s/Erin Kilrain</u> (Signature of Contracting Officer)	08-Dec-2015

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GENERAL INFORMATION

The purpose of this modification is to exercise Option II (CLINs 8001 & 9001) IAW FAR 52.217-9 "Option to Extend the Term of the Contract". Option II will run from 02 Dec 15 through 01 Dec 16. Funding document N4703916RCD1033 (00) has been provided to incrementally fund the task order in the amount of [REDACTED]. See summary of changes for details... Accordingly, said Task Order is modified as follows: 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 (\$)
800101	O&MN,N	0.00	[REDACTED]	[REDACTED]
900101	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 (\$)
8001	0.00	[REDACTED]	[REDACTED]
9001	0.00	[REDACTED]	[REDACTED]

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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LOA: 1761804 11T0 251 47039 B 068892 2D CD1033 470396N9IRAQ [REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	R408	Readiness and Program Integration Program Management Support Services IAW Performance Work Statement (PWS). Base Period. (O&MN,N)	11.0	MO	██████████	██████████
500001	R408	Incremental Funding (O&MN,N)				
5001	R408	Readiness and Program Integration Program Management Support Services IAW Performance Work Statement (PWS). Base Period. Supplemental Agreement per modification 05 (O&MN,N)	3.0	MO	██████████	██████████

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	Travel and Other Direct Costs IAW Performance Work Statement (PWS). Base Period. (O&MN,N)	1.0	LO	██████████
600001	R408	Incremental Funding (O&MN,N)			

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R408	Readiness and Program Integration Program Management Support Services IAW Performance Work Statement. Option Period I. (O&MN,N)	12.0	MO	██████████	██████████
800001	R408	Funding in support of CLIN 8000 (O&MN,N)				
800002	R408	Funding in support of CLIN 8000 (O&MN,N)				
800003	R408	Funding in support of CLIN 8000 (O&MN,N)				
8001	R408	Readiness and Program Integration Program Management Support Services IAW Performance Work Statement (PWS). Option Period II. (O&MN,N)	12.0	MO	██████████	██████████
800101	R408	Funding for CLIN 8001 (O&MN,N)				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	Travel and Other Direct Costs IAW Performance Work Statement (PWS). Option Period I. (O&MN,N)	1.0	LO	██████████
900001	R408	Funding in support of CLIN 9000 (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R408	Travel and Other Direct Costs IAW Performance Work Statement (PWS). Option Period II. (O&MN,N)	1.0	LO	██████████
900101	R408	Funding for CLIN 9001 (O&MN,N)			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PROGRAM MANAGEMENT/PROJECT MANAGEMENT SERVICES PERFORMANCE WORK STATEMENT

Department of the Navy, Chief of Naval Operations (OPNAV) Warfare Integration N9I

Readiness Branch (N9IR) Program Integration Branch (N9IP)

1. INTRODUCTION

OPNAV is procuring program management/project management services in support of Warfare Integration, N9I. The government intends to contract for these services utilizing a Seaport-e contract vehicle.

1.1 Background

The mission and function of the Division is to manage the successful preparation, justification, and defense of a balanced Navy investment program - maximizing warfighting capability and minimizing execution risk within the constraints of the budget allocated to the Navy. N9I is the N9 agent for overall Navy and naval warfare requirements coherence and wholeness, coupled with program interoperability and integration, and leads the development of an integrated, supportable Program Objective Memorandum (POM), specifically the N9 Integrated Sponsor Program Proposal (ISPP). Program Integration (N9IP) and Readiness (N9IR) Branches are located within the Warfare Integration Division (N9I). The scope of work for the Readiness and Program Integration Branches involves analyzing, planning, and assisting in the coordination of the tasks and events leading up to and ensuring a balanced, supportable N9 program that best meets Navy guidance and other CNO objectives, and achieves required readiness and warfighting wholeness.

The Program Integration and Readiness Branch Heads are responsible for advising the Director, Warfare Integration on all matters pertaining to readiness issues, warfighting capability of naval programs, wholeness of naval capabilities, programming and budgeting to include leading a collaborative process to develop an integrated program submission, in alignment with Defense and Navy strategy and ensuring warfighting wholeness.

1.2 Scope

The work will include researching source documents and providing input for the development of guidance to enable program analyses and recommendations spanning the lifecycle of programs in the N9 investment portfolio. It will support the development of the N9 annual Integrated Sponsor Program Proposal (ISPP) by drafting memos, briefs, and guidance. The work will also provide recommendations on prioritizing N9 investments in order to maximize implementation of Department of Defense and Chief of Naval Operations mission and task priorities, to include to the Navy Strategic Plan (NSP), the Front End Assessment (FEA), N80 programming guidance, and Integrated Priority Lists (IPLs) developed by Fleet Forces Command and the US Combatant Commanders. This includes review of Defense and Navy guidance for comment and alignment with N9 equities and priorities.

The work will also include a Subject Matter Expert to serve as a senior readiness advisor to N9IR, effectively representing OPNAV with other organizations and interacting with senior-level military officials and civilian representatives. This SME will ensure proactive identification of readiness issues and legal recommendations for resolution; lead staff activities for POM policy, legal, guidance, and program development; collaborate with warfare and requirements sponsors and evaluate execution year and budget issues; and analyze sustaining impacts on future years' programs, producing a balanced and executable program across all N9 Readiness accounts.

2. GENERAL REQUIREMENTS

2.1 Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate

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combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources.

2.1.1 The contractor shall provide the necessary resources and infrastructure to manage, perform and administer the contract.

2.1.1.1 Readiness Program Manager Subject Matter Expert (SME) - Education and Experience at a Minimum.

This position requires familiarity with Readiness accounts, specifically: Ship Maintenance; Ship Operations; Ship Support; Ordnance; Spares; Fleet Training; and Navy Targets and Ranges. Also required is experience using the Navy's Program Budget Information System (PBIS), and ability to provide timely, accurate, justification, and risk analysis of the Readiness Accounts and to develop realistic and executable resourcing reduction excursions and other program efficiencies. This position requires knowledge of all phases of the federal budget process and the Planning, Programming, Budgeting and Execution System in the Department of Defense, and especially its unique operation within the Department of the Navy.

Education: A master's degree or terminal degree in mathematics, statistics, business, law, engineering, physical science or management discipline such as business administration, accounting, finance, economics, or a management information technology. Project Management Professional certification a plus.

General Experience: Minimum of ten (10) years of experience in the operational and mission area under consideration. Experience includes planning and performing the day-to-day operational functions associated with the mission.

Specialized Experience: Minimum of ten (10) years of hands-on experience in readiness requirements development.

2.1.1.2 Programming and Integration Branch support personnel - Education and Experience at a Minimum.

This position requires expert knowledge of performing analysis of shipbuilding, aviation, and weapon system programs to support developing the ISPP; developing high level briefs, white papers, and reports. These positions also require knowledge of all phases of the federal budget process and the Planning, Programming, Budgeting and Execution System in the Department of Defense, and especially its unique operation within the Department of the Navy.

Education: A bachelor's or master's degree in mathematics, statistics, business, law, engineering, physical science or management discipline such as business administration, accounting, finance, economics, or management information technology.

General Experience: Minimum of four (4) years of experience in the operational and mission area under consideration. Experience includes planning and performing the day-to-day operational functions associated with the mission.

Specialized Experience: Minimum of four (4) years of hands-on experience in Navy programming and/or requirements development.

"RESUMES: THE CONTRACTOR SHALL PROVIDE RESUMES FOR ALL FULL TIME EQUIVALENTS (FTE) PROPOSED PRIOR TO THE CONTRACT START DATE FOR APPROVAL TO NAVSUP FLEET LOGISTIC CENTER (FLC) NORFOLK CONTRACTING OFFICE."

2.2 Location and Hours of Work

Hours of Operation/Principle Place of Performance. Work in support of this PWS shall be primarily performed on-site. Occasional visits to stakeholder facilities may be required. The contractor shall conform to the normal 40-hour work schedule. When hiring personnel the contractor shall keep in mind that the stability and continuity of the work force are essential. The contract must at all times maintain an adequate work force for the uninterrupted performance of all tasks defined within this task order.

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2.3 Travel / Temporary Duty (TDY)

Government Directed Travel. Actual travel expenses are limited by the Joint Travel Regulations (JTR). Travel approval and estimates of travel costs must be pre-approved by both the Technical Point of Contact (TPOC) designated for each branch and the Contracts Officer Representative (COR). A “not to exceed” amount will be made available should travel be approved. The Government will give the contractor three-business days written notice, prior to travel.

3. PERFORMANCE REQUIREMENTS

3.1 Basic Requirements: The contractor shall perform the following tasks and produce the following products in support of this order.

3.1.1 The contractor supporting the Readiness Branch shall provide expertise and familiarity with Readiness Accounts and serve as a Senior Readiness Advisor to the Readiness and Branch.

3.1.1.1 Familiarity with Readiness accounts.

3.1.1.2 Proactive identification and management of readiness issues and recommendation for resolutions. Primary liaison with USFFC on programs such as FCRC, RKC and FIP.

3.1.1.3 Assist in developing POM policy, guidance, and program development and collaborate with warfare and requirements sponsors and evaluate execution year and budget issues.

3.1.1.4 Analyze sustaining impacts on future years’ programs producing a balanced and executable program across all N9 Readiness Accounts. Manage POM development coordination efforts to ensure adherence to funding strategy across N9 for readiness programs is maintained.

3.1.1.5 Proficiency in utilizing the Navy’s Program Budget Information System, (PBIS) and provide accurate justification and risk analysis of the Readiness Accounts and develop realistic and executable resourcing reduction excursions and other program efficiency opportunities.

3.1.1.7 Provide recommendations on prioritizing N9 investments in order to maximize implementation of Department of Defense and Chief of Naval Operations mission and task priorities, to include to the Navy Strategic Plan (NSP), the Front End Assessment (FEA), N80 programming guidance, and Integrated Priority Lists (IPLs) developed by Fleet Forces Command and the US Combatant Commanders.

3.1.1.8 Proficiency in utilizing OPNAV’s SharePoint portal. Assist in further development of OPNAV N9’s SharePoint portal sites and dashboards.

3.1.1.9 The contractor shall provide expertise which demonstrates familiarity with Navy budget and accounting and will support N9I efforts to begin a program of tracking and more closely managing year of execution spending by Budget Submitting Offices (BSO) specifically focusing on NAVSEA, NAVAIR and NAVSUP. The contractor will assist in conducting analysis and developing solutions for the following initiatives:

3.1.1.9.1 Present reports with data covering the obligation and expenditure rates for accounts (for example Navy spares accounts: OPN-8; APN-6; WPN-6) annually, quarterly, and monthly to determine obligation and expenditure rate patterns by program.

3.1.1.9.2 Review data details, such as contracts to determine obligation and expenditure rates.

3.1.1.9.3 Develop and sustain analysis and metrics to monitor improvements and provide basis for obligation validation.

3.1.1.9.4 Develop a project plan to advance year of execution visibility for N9.

3.1.2 The contractors shall provide expertise and familiarity with OPNAV Programming and Integration and serve as support to the Programming and Integration Branch. Required demonstration in specific areas of support includes:

3.1.2.1 Proficiency with the DoD PPBE process and its applicability to Navy processes. Familiarity with N9 mission, functions, and accounts.

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3.1.2.2 Proactive identification and management of integration issues and recommendation for resolutions. Provide direct support to the N9 Cross-sponsor Issue Board (CSIB), which handles all seams issues both internal and external to N9.

3.12.3 Assist in review and implementation of POM policy, guidance, and program development, and coordinate with warfare and requirements sponsors on a wide variety of programming issues.

3.1.2.4 Facilitate characterization of impacts on future years' programs during the programming cycle to produce a balanced and executable program across all N9 accounts. Support POM development coordination efforts to ensure adherence to funding strategy across N9 is maintained.

3.1.2.5 Proficiency in utilizing the Navy's Program Budget Information System, (PBIS) to support accurate and executable resourcing excursions and alternative programming profiles.

3.1.2.6 Provide recommendations on prioritizing N9 investments in order to maximize implementation of Department of Defense and Chief of Naval Operations mission and task priorities, to include to the Navy Strategic Plan (NSP), the Front End Assessment (FEA), N80 programming guidance, and Integrated Priority Lists (IPLs) developed by Fleet Forces Command and the US Combatant Commanders.

3.1.1.7 Proficiency in utilizing OPNAV's SharePoint portal. Assist in further development of OPNAV N9's SharePoint portal sites and dashboards.

3.1.3 Project Plan - The contractor shall provide Project Plan(s) as required. The document will be used to guide both project execution and project control. The project plan will document planning assumptions and decisions to facilitate communication among stakeholders, and document approved scope, cost, and schedule baselines. The project plan will be in accordance with industry standards and must describe the execution, management and control of the project.

3.1.4 Reporting - The contractor shall provide an initial project plan to include major activities, tasks, products and milestones. The contractor shall also provide an initial work plan that includes a resource profile by labor category that is planned to support the project for its duration. On a monthly basis the report shall summarize accomplishments during the reporting period and clearly demonstrate that the Performance Requirements Summary (PRS) objectives were satisfied for the reporting period. The report shall also include planned vs. actual task completion, anticipated activity for the next reporting period, lessons learned, risks, and outstanding issues and recommendations. A separate Burn Tracking report for N9I is required and must be updated monthly to track burn levels and costs by contractor. N9I will furnish the template for this monthly tracking.

The contractor shall provide the following Reports specified in Deliverables N001, N002, N003, and N004 as required. The list of reports is as follows:

- Mission and Stakeholder Analysis Document(s)
- Implementation and Control Plan(s)
- System & Reports Inventory & Traceability Document(s)
- Proposed briefings
- Briefing materials
- White papers
- Concept papers
- Technical reports
- Point papers
- Meeting summaries
- Material that document results of analyses and related recommendations, and
- Review comments and/or pertinent issues to support the tasks and products described above.

3.2 Performance Requirements Summary (PRS)

The contractor service requirements are summarized into performance objectives that relate directly to mission essential items as well as performance thresholds which briefly describe the minimum acceptable levels of service required for each requirement. A PRS is provided below and outlines the performance objectives, performance thresholds, surveillance methods, and associated payment for this task order.

Performance Objective	Performance Threshold (Satisfactory Performance)	Method of Surveillance	Monthly Payment
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Performance Objective	Performance Threshold (Satisfactory Performance)	Method of Surveillance	Monthly Payment
PRS #1 (PWS) Excellent staffing stability and resource planning across the effort defined in this Task Order.	1. Proper management of personnel (retention, replacements, etc.) will avoid negatively impacting quality or timeliness of products and services across the program.	1. 100% Inspection of Monthly Status Report by COR/ACOR (with TPOC input). 2. Customer Feedback	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government.
PRS #2 (PWS) Consistent high quality deliverables.	1. Deliverables are to be delivered accurate, complete and incorporate all pertinent data with no (or minor) adjustments required by the Government. 2. Any errors / omissions identified by the Government are corrected immediately upon notice.	1. Random Sampling of CDRLs by COR /ACOR (with TPOC input). 2. Customer Feedback	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government.
PRS #3 (PWS) Required deliverables and services were provided on schedule.	1. Services and deliverables are to be submitted according to, or ahead of, agreed Government schedule.	1. Random Sampling of CDRLs by COR /ACOR (with TPOC input). 2. Customer Feedback	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government
PRS #4 (PWS) Positive Business Relations, Customer Satisfaction and Timely and Open Communication.	1. The contractor shall be responsive to Government concerns and prompt application to corrective action to performance issues. 2. The contractor shall provide timely notification of issues and/or items requiring Government actions.	1. Customer Feedback	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government
PRS #5 (PWS) Timely, Accurate and Complete Program Reporting	1. The Monthly Status Report is required to be delivered on time meeting all PWS content requirements.	1. 100% Inspection of all CDRLs by COR/ACOR (with TPOC input).	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government.

4. SPECIAL REQUIREMENTS

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

4.1 Security and Safety

Work performed by the contractor requires access to information that is **SECRET**:

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The contractor will be required to attend meeting classified at **SECRET**:

DD Forms 254: Overarching security requirements and Contractor access to classified information shall be as specified in the basic DD Form 254, which will be further identified in the DD Form 254 for each TO, as required. All contractor personnel with access to unclassified information systems, including e-mail, shall have at a minimum a favorable National Agency Check (NAC).

Each person assigned to this effort will be bound by a Confidentiality Agreement to protect the business sensitive nature of OPNAV N9I Warfare Integration work. All contractor personnel working in support of this task order must sign a SF 312, Non-Disclosure Agreement (NDA) form prior to the commencement of any work performed under this task order. Additionally, data on computers will be password protected or otherwise secured to ensure that all information maintained is properly protected. The contractor shall provide personnel who possess a secret security clearance.

4.2 Government Furnished Material

4.2.1 The Government will supply office space, computer equipment, telephone, and reproduction resources when the contractor is working on-site to the extent permitted. The Government will provide the contractor copies of, or access to, required directives, publications, and documents, as available. The Government will coordinate joint meetings between functional, technical and management personnel from the various sites and contractor personnel. The Government will provide the required facilities for these meetings. Materials shall be provided by the contractor when essential to the task performance and specifically approved by the TPOC, not to exceed the ceiling price identified in this task order. All materials purchased by the contractor for the use or ownership of the Federal Government will become property of the Federal Government. The contractor shall document the transfer of the materials in the monthly progress report. Except for those items specifically stated to be Government-furnished property, the contractor shall furnish everything required to perform individual task order requirements.

5. DELIVERABLES

5.1 Contract Deliverables. The contractor will meet as needed or at least bi-monthly with the technical point of contact to establish ongoing milestones and review program activities. Monthly Progress Reports summarizing progress, significant issues, corrective actions, and burn/funding status (obligations and expenditures) by person. The Monthly Progress Reports will contain a discussion of all work products in progress. Reports shall be delivered by email on or before the 10th of each month to the TOM. The following contract deliverables shall be provided under this task order. All deliverables must meet professional standards and meet the requirements set forth in contractual documentation. The contractor shall be responsible for delivering all end items specified unless otherwise directed by the TOM/TPOC.

5.2 End of Performance Report. The Contractor shall develop a report summarizing Financial Management and Accounting Administration Support functions congruent with the PWS. The report will provide items in priority order of importance, internal control deficiencies and related criteria or workarounds with final determination of impact for each non-compliant requirement assessed. The final report shall be submitted to the TOM within 30 days after the end of the contract period of performance.

5.3 All deliverables shall be submitted to the TOM and TPOC. The TOM is responsible for tracking and acceptance.

Products/Deliverable	CDRL	Schedule/Date Required
Readiness Analytical Processes Documentation	N001	As required
Programming and Integration Analytical Support Documentation	N002	As required
Project Plan	N003	As required
Monthly Status Report and LOE/Budget Burn Tracking Sheet	N004	By 10 th of each month
End of Performance Report		Within 30 days after contract ends

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6. NON-DISCLOSURE AND NON-USE OF DATA AGREEMENT/CERTIFICATION

(a) Data/Information

All data or information (including but not limited to drawings, Privacy Act, Planning, Programming, Budgeting, and Execution (PPBE) documents and data as described in DoD Directive 7045.14, "The Planning, Programming, and Budgeting System," May 22, 1984, Change 1, July 28, 1990 and Deputy Secretary of Defense Memorandum, "Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information," 27 March 2004), source selection, personnel information, and business sensitive information) obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors as a result of performance of this contract shall be deemed to be "sensitive" and/or "proprietary" whether or not such data is so designated or marked. Access to data or information obtained, received, or learned as a result of performance of this contract shall be restricted to the minimum number of Contractor personnel necessary for performance of this contract. No one who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements shall be involved in direct performance of this contract. The Contractor shall ensure that each of its personnel and subcontractors who obtains, receives, or learns data or information as a result of performance of this contract understands and complies with this "Non-Disclosure and Non-Use of Data" agreement.

(b) Non-Disclosure of Data/Information

The Contractor and its personnel and subcontractors shall disclose data or information obtained, received, or learned whether written or oral as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data or information is required in performance of this contract. The Contractor and its personnel and subcontractors shall not disclose such data or information to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent disclosure of such data or information except as specifically permitted herein.

(c) Non-Use of Data/Information

The Contractor and its personnel and subcontractors shall use data or information obtained, received, or learned whether written or oral as a result of performance of this contract only in direct performance of this contract and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such data or information in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such data or information except as specifically permitted herein.

(d) Non-Disclosure/Non-Use Agreements

Before any of the Contractor's personnel becomes involved in performance of this contract, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:

- (1) He/she shall disclose data or information obtained, received, or learned by him/her as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data or information is required in performance of this contract.
- (2) He/she shall not disclose data or information obtained, received, or learned as a result of performance of this contract to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.
- (3) He/she shall use data or information obtained, received, or learned as a result of performance of this contract only in

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direct performance of this contract and for no other purpose.

(4) He/she shall not use or consider data or information obtained, received, or learned as a result of performance of this contract in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement.

In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn data or sensitive information of other entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity prior to having access to the data or information provided by the entity.

(e) Requirement to Disclose Data/Information

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of data or information obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of data or information.

(f) Exception

This "Non-Disclosure and Non-Use of Data/Information" provision does not apply to data or information which the Contractor can demonstrate was obtained, received, or learned in a way other than as a result of performance of this contract.

(g) Government Remedy

Any violation of the terms of this "Non-Disclosure and Non-Use of Data/Information" provision is a material and substantial breach of this contract and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default. Noncompliance with the "Non-Disclosure and Non-Use of Data/Information" provision may also adversely affect the evaluation of a Contractor's reliability in future acquisitions

(h) Non-disclosure/Non-Use Agreements

The contractor shall maintain all Non-Disclosure and Non-Use of Data/Information agreements required by this provision and shall make such agreements available for immediate inspection by the Contracting Officer.

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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

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Purpose: To ensure that the Government has an effective and systematic method of surveillance for the services in the Performance Work Statement (PWS). The Quality Assurance Surveillance Plan (QASP) will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion.

1. Critical performance processes and requirements. Critical to the performance of this effort is providing program management support to OPNAV N9I Warfare Integration for the Readiness and Program Integration Branches involves analyzing, planning, and assisting in the coordination of the tasks and events leading up to and ensuring a balanced, supportable N9 program that best meets Navy guidance and other CNO objectives, and achieves required readiness and warfighting wholeness.
2. Performance Standards
 - a. Schedule - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).
 - b. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.
 - c. Past Performance - In addition to any schedule, and deliverables, of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor’s record of conforming to contract requirements and to standards of good workmanship, the contractor’s adherence to contract schedules including the administrative aspects of performance, the contractor’s history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor’s business-like concern for the interest of the customer.
3. Surveillance methods: The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic or inspection, and validated customer complaints.
4. Performance Measurement: Performance will be measured in accordance with the following table:

The contractor service requirements are summarized into performance elements that relate directly to mission essential items as well as performance thresholds which briefly describe the minimum acceptable levels of service required for each requirement. A QASP is provided below and outlines the performance elements, performance thresholds, surveillance methods, and associated payment for this task order.

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Quality Assurance Surveillance Plan (QASP) Table

Performance Objective	Performance Threshold (Satisfactory Performance)	Method of Surveillance	Monthly Payment
PRS #1 (PWS) Excellent staffing stability and resource planning across the effort defined in this Task Order.	1. A failure to manage personnel (retention, replacements, etc.) can negatively impact quality or timeliness of products and services across the program.	1. 100% Inspection of Monthly Status Report by COR/ACOR (with TPOC input). 2. Customer Feedback	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government.
PRS #2 (PWS) Consistent delivery of high quality deliverables.	1. Deliverables are to be delivered accurate, complete and incorporate all pertinent data with no (or minor) adjustments required by the Government. 2. Any errors / omissions identified by the Government are corrected immediately upon notice.	1. Random Sampling of CDRLs by COR /ACOR (with TPOC input). 2. Customer Feedback	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government
PRS #3 (PWS) Required deliverables and services were provided on schedule.	1. Services and deliverables are to be submitted according to, or ahead of, agreed Government schedule.	1. Random Sampling of CDRLs by COR /ACOR (with TPOC input). 2. Customer Feedback	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government
PRS #4 (PWS) Positive Business Relations, Customer Satisfaction and Timely and Open Communication.	1. The contractor shall be responsive to Government concerns and prompt application to corrective action to performance issues. 2. The contractor shall provide timely notification of issues and/or items requiring Government actions.	1. Customer Feedback	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government
PRS #5 (PWS) Timely, Accurate and Complete Program Reporting	1. The Monthly Status Report is required to be delivered on time meeting all PWS content requirements.	1. 100% Inspection of all CDRLs by COR/ACOR (with TPOC input).	If services fail to meet the performance threshold, 15% of the monthly payment will be withheld until corrective action has been taken to the satisfaction of the Government.

If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

Incentives/Disincentives:

The TOM makes an annual report(s) on Contractor Performance (CPARS or other annual report). The contractor's

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failure to achieve satisfactory performance under the contract/task order, reflected in the TOMs annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractors past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken. _

In accordance with contract clause FAR 52.246, the Inspection of Services series, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

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SECTION F DELIVERABLES OR PERFORMANCE

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

5000	1/2/2014 - 12/1/2014
5001	9/8/2014 - 12/1/2014
6000	1/2/2014 - 12/1/2014
8000	12/2/2014 - 12/1/2015
8001	12/2/2015 - 12/1/2016
9000	12/2/2014 - 12/1/2015
9001	12/2/2015 - 12/1/2016

CLIN - DELIVERIES OR PERFORMANCE

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

5000	1/2/2014 - 12/1/2014
5001	9/8/2014 - 12/1/2014
6000	1/2/2014 - 12/1/2014
8000	12/2/2014 - 12/1/2015
8001	12/2/2015 - 12/1/2016
9000	12/2/2014 - 12/1/2015
9001	12/2/2015 - 12/1/2016

Services to be performed hereunder will be provided at 2000 Navy Pentagon, Washington DC.

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative
Major Thomas Denevan, OPNAV N9I
2000 Navy Pentagon, Room 5C546
Washington, MD 20350
Thomas.denevan@navy.mil
703-614-0163

DFARS PGI 252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:
 - a. All pre-award information, questions, or data;
 - b. Freedom of Information inquiries;
 - c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
 - d. Arranging the post award conference (See FAR 42.503).

Name: Marlene Chambley
Address:
Naval Supply Systems Command
Fleet Logistics Center Norfolk
1968 Gilbert Street, Suite 600
Norfolk, VA 23511

Phone: 757-443-1362

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: Darryl Richardson
Address:
Naval Supply Systems Command
Fleet Logistics Center Norfolk
1968 Gilbert Street, Suite 600
Norfolk, VA 23511

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Phone: 757-443-1361

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: Not Applicable

Address: -----

Phone: -----

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: Not Applicable

Address: -----

Phone: -----

5. TASK ORDER MANAGER (TOM) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

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NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/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 contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. **THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.**

Contracting Officer Representative
Major Thomas Denevan, OPNAV N9I
2000 Navy Pentagon, Room 5C546
Washington, MD 20350
Thomas.denevan@navy.mil
703-614-0163

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.

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).

___2 in 1_____

(Contracting Officer: Insert applicable document type(s).

Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an

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“Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	N00189
Inspect By DoDAAC	N47039
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N47039
Service Acceptor (DoDAAC)	N47039
Accept at Other DoDAAC	N/A
LPO DoDAAC	N47039
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	

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

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes 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 e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

__Major Thomas Denevan- Thomas.denevan@navy.mil _____
 __Sorrano Littleton-Jones - sorrano.little-jo@navy.mil _____

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

(g) WAWF point of contact.

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

__Major Thomas Denevan - Thomas.denevan@navy.mil _____

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

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(End of clause)

**CONTRACT ADMINISTRATION PLAN (CAP)
FOR FIXED PRICE CONTRACTS**

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Task Order Manager (TOM) or someone else herein.

3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

4. The Task Order Manager (TOM) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The TOM duties are as follows:

a. Technical Interface

(1) The TOM is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The TOM is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The TOM is prohibited from issuing any instruction which would constitute a contractual change. The TOM shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The TOM shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the TOM should exercise extreme care to ensure that he/she does not cross the line of personal services. The TOM must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the TOM's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The TOM shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If

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such practices are observed, the TOM is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The TOM will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the TOM should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the TOM is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The TOM is responsible for quality assurance of services performed and acceptance of the services or deliverables. The TOM shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the TOM must take into consideration all documentary information available and any information developed from personal observations.

(2) The TOM must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The TOM must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The TOM will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The TOM shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The TOM shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The TOM is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The TOM shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The TOM shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The TOM must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the TOM will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The TOM will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

Enclosure (1)

g. Security. The TOM is responsible for ensuring that any applicable security requirements are strictly adhered to.

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h. Standards of Conduct. The TOM is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

(1) The TOM is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The TOM is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the TOM. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the TOM.

b. Review contract deliverables, recommend acceptance/rejection, and provide the TOM with documentation to support the recommendation.

c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the TOM.

d. Identify contract noncompliance with reporting requirements to the TOM.

e. Review contractor status and progress reports, identify deficiencies to the TOM, and provide the TOM with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.

f. Review invoices and provide the TOM with recommendations to facilitate TOM certification of the invoice.

g. Provide the TOM with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.

h. Provide detailed written reports of any trip, meeting, or conversation to the TOM subsequent to any interface between the TA and contractor.

Accounting Data

SLINID	PR Number	Amount
500001	N4703914RCD8028	
LLA :		
AA 1741804 11T0 252 47039 B 068892 2D CD8028 470394N9IRAQ		
Standard Number: N4703914RCD8028		
600001	N4703914RCD8028	
LLA :		
AA 1741804 11T0 252 47039 B 068892 2D CD8028 470394N9IRAQ		
Standard Number: N4703914RCD8028		

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BASE Funding 50000.00
Cumulative Funding 50000.00

MOD 01

500001 N4703914RCD8028 [REDACTED]
LLA :
AA 1741804 11T0 252 47039 B 068892 2D CD8028 470394N9IRAQ
Standard Number: N4703914RCD8028

600001 N4703914RCD8028 [REDACTED]
LLA :
AA 1741804 11T0 252 47039 B 068892 2D CD8028 470394N9IRAQ
Standard Number: N4703914RCD8028

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

500001 N4703914RCD8028 [REDACTED]
LLA :
AA 1741804 11T0 252 47039 B 068892 2D CD8028 470394N9IRAQ
Standard Number: N4703914RCD8028

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

500001 N4703914RCD8028 [REDACTED]
LLA :
AA 1741804 11T0 252 47039 B 068892 2D CD8028 470394N9IRAQ
Standard Number: N4703914RCD8028

600001 N4703914RCD8028 [REDACTED]
LLA :
AA 1741804 11T0 252 47039 B 068892 2D CD8028 470394N9IRAQ
Standard Number: N4703914RCD8028

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

500001 N4703914RCD8028 [REDACTED]
LLA :
AA 1741804 11T0 252 47039 B 068892 2D CD8028 470394N9IRAQ
Standard Number: N4703914RCD8028

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

500001 N4703914RCD8028 [REDACTED]
LLA :
AA 1741804 11T0 252 47039 B 068892 2D CD8028 470394N9IRAQ
Standard Number: N4703914RCD8028

5001 N4703914RCD8028 [REDACTED]
LLA :
AA 1741804 11T0 252 47039 B 068892 2D CD8028 470394N9IRAQ
Standard Number: 0004

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MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07

800001 N4703915RCD9029 [REDACTED]
LLA :
AB 1751804 11T0 252 47039 C 068892 2D CD9029 470395CN9IAQ
Standard Number: 00000

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08

800002 N4703915RCD9029 [REDACTED]
LLA :
AB 1751804 11T0 252 47039 C 068892 2D CD9029 470395CN9IAQ
Standard Number: 00001

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09

800003 N4703915RCD9029 [REDACTED]
LLA :
AB 1751804 11T0 252 47039 C 068892 2D CD9029 470395CN9IAQ
Standard Number: 00002

900001 N4703915RCD9029 [REDACTED]
LLA :
AB 1751804 11T0 252 47039 C 068892 2D CD9029 470395CN9IAQ
Standard Number: 00002

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11

800101 N4703916RCD1033 [REDACTED]
LLA :
AC 1761804 11T0 251 47039 B 068892 2D CD1033 470396N9IRAQ
Standard Number: 00000

900101 N4703916RCD1033 [REDACTED]
LLA :
AC 1761804 11T0 251 47039 B 068892 2D CD1033 470396N9IRAQ
Standard Number: 00000

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

CONFLICT OF INTEREST

SOLICITATION PROVISIONS FOR ORGANIZATIONAL CONFLICTS OF INTEREST

Consistent with the requirements of FAR 9.504(e), the Government will award the contract to the apparent successful offeror unless an OCI exists that cannot be avoided or mitigated. Accordingly, the contracting officer may require the apparent successful offeror(s) to submit an OCI Identification and Mitigation Plan for review prior to award. The contracting officer, with any required assistance from the requiring activity, will review the OCI Identification and Mitigation Plan submitted by the apparent successful offeror and will determine whether it is acceptable or unacceptable. If unacceptable, the contracting officer will discuss the deficiencies with the apparent successful offeror(s) and allow an opportunity to respond.

ORGANIZATIONAL CONFLICT OF INTEREST

As a condition of award, the contractor's eligibility for future prime contract or subcontract awards may be restricted; therefore, the solicitation contains this proposed clause that specifies both the nature and duration of the proposed restraint.

NOTE: See the Section L Provision, NOTICE OF INCLUSION OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE, for more information.

- (a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.
 - (1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the applicable task orders. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (e) restrictions apply.
 - (2) The financial, contractual, organizational, and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.
- (c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.
- (d) Definitions. For purposes of application of this clause only, the following definitions are applicable:
 - (1) "System" includes system, major component, subassembly or subsystem, project, or item.
 - (2) "Nondevelopmental items" are as defined in FAR 2.101.
 - (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
 - (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
 - (5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.
 - (6) "Consultant" services are as defined in FAR 31.205-33(a).
 - (7) "Contractor," for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

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(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions. [Check the restrictions that apply]

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of three years after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of, or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems, or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems, or subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of

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Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with one (1) year after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

[X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

52.219-9 SMALL BUSINESS SUBCONTRACTING (JAN 2011)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)

52.232-18 AVAILABILITY OF FUNDS

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

CLAUSES INCORPORATED BY FULL TEXT

52.204-2 Security Requirements.

As prescribed in [4.404\(a\)](#), insert the following clause:

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)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10

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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 42 months.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

(a) Contract line item(s) 8001 through 9001 are INCREMENTALLY funded. For these item(s), the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled

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"DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

Total Option II Funded Amount is [REDACTED]

CLIN 8001 is funded in the amount of [REDACTED]

CLIN 9001 is FULLY funded.

Additional Funding needed to fully fund Option II: [REDACTED]

5252.232-9400 LIMITATION OF LIABILITY – INCREMENTAL FUNDING (Jan 1992)

This contract is incrementally funded and the amount currently available for payment hereunder is limited to [REDACTED] inclusive of fee. It is estimated that these funds will cover the cost of performance through 04 January 2016. Subject to the provisions of the clause entitled "Limitation of Funds" FAR 52.232-22 of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of [REDACTED] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

TOTAL OPTION I FUNDED AMOUNT

[REDACTED]

UNFUNDED BALANCE

[REDACTED]

5252.204-9400 CONTRACTOR ACCESS TO FEDERALLY CONTROLLED FACILITIES AND/OR UNCLASSIFIED SENSITIVE INFORMATION OR UNCLASSIFIED IT SYSTEMS (May 2010)

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. 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 DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract.

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 Navy Command’s Security Manager and the

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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.

Non-Sensitive Positions

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and

Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

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
- * Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLIC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

- * SF-85P Questionnaire for Public Trust Positions
- * Two FD-258 Applicant Fingerprint Cards
- * Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

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

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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 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 shall 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.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager.

These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

(End of Clause)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

(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 communicate 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

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contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. 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 Contracting Officer is:

Name: Shannon Mitchell
Address: NAVSUP Fleet Logistics Center Norfolk Philadelphia Office
700 Robbins Avenue, Bldg 2B
Philadelphia, PA 19111
Telephone: 215-697-9671

(End of Clause)

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SECTION J LIST OF ATTACHMENTS