

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE 30-Mar-2017	4. REQUISITION/PURCHASE REQ. NO. N4027317RC034AD		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392 shawnta.wells@navy.mil 757-443-1419	CODE N00189	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151		CODE S2404A	SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) ITA International LLC 111 Cybernetics Way Suite 112 Yorktown VA 23693-5642		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
CAGE CODE 1TC80 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7777 / N00178-14-D-7777-FK01
		10B. DATED (SEE ITEM 13) 28-Apr-2014

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.

<input type="checkbox"/>	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"/>	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 3.909-3(b)(2), FAR 52.232-22

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Michael P. Carlson, Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jill H Joscelyn-Smith, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Michael P. Carlson (Signature of person authorized to sign)	15C. DATE SIGNED 31-Mar-2017	16B. UNITED STATES OF AMERICA BY /s/Jill H Joscelyn-Smith (Signature of Contracting Officer)	16C. DATE SIGNED 03-Apr-2017

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

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GENERAL INFORMATION

Accordingly, said Task Order is modified as follows:

The purpose of this modification is to incrementally fund this task order for CLIN 9300 in the amount of \$48,541.64.

FAR Clause 52.203-19 is hereby incorporated by direction.

All other contract terms and conditions remain unchanged.

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 (\$)
930002	O&MN,N	0.00	[REDACTED]	[REDACTED]

The total value of the order is hereby increased from [REDACTED] by \$0.00 to [REDACTED]

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

CLIN/SLIN	From	To
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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
8000	U099	Training Program Support Services - to provide training support in accordance with the attached Performance Work Statement (PWS). (O&MN,N)	12.0	MO	██████████	██████████
800001	U099	Funding for CLIN 8000 (O&MN,N)				
8001	U099	Paragraph 4.4, Communications Support and Oversight, will be incorporated into the Statement of Work as follows (see Section C - Description & Specifications): Para 4.4 Communications Support and Oversight: Support NECC Forces with ongoing research, development, and integration of CSI equipment with the Naval Expeditionary Forces. Provide support for field communication set-up of higher, adjacent, and subordinate echelon commands and be able to train field personnel on proper set-up and use of tactical gear during live, virtual, and constructive training. Maintain expertise and provide technical guidance to EXWDC Staff on the collaboration tools utilized by EXWDC to include NCTE (Navy Cooperative Training Environment) CENTRIXS, CASE, Shareportal, and DCO, to enable mission objectives. (O&MN,N)	7.0	MO	██████████	██████████
8100	U099	Option Year 1 - Training Program Support Services - to provide training support in accordance with the attached Performance Work Statement (PWS). (O&MN,N)	12.0	MO	██████████	██████████
8200	U099	Option Year 2 - Training Program Support Services - to provide training support in accordance with the attached Performance Work Statement (PWS). (O&MN,N)	12.0	MO	██████████	██████████
8300	U099	Four (4) Month Option in accordance with FAR 52.217-8 Option to Extend Services - Training Program Support Services to provide training support in accordance with the attached Performance Work Statement (PWS). (O&MN,N)	4.0	MO	██████████	██████████
8400	U099	One (1) Month Option in accordance with FAR 52.217-8 Option to Extend Services - Training Program Support Services to provide training support in accordance with the attached Performance Work Statement (PWS). (O&MN,N) Option	1.0	MO	██████████	██████████
8500	U099	One (1) Month Option in accordance with FAR 52.217-8 Option to Extend Services - Training Program Support Services to provide training support in accordance with the attached Performance Work Statement (PWS). (O&MN,N)	1.0	MO	██████████	██████████

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Item PSC Supplies/Services Qty Unit Unit Price Total Price
Option

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	U099	Travel - All travel cost incurred shall be in accordance with the Performance Work Statement (PWS) and the Federal Travel Regulation (FTR). (O&MN,N)	1.0	LO	██████████
900001	U099	Funding for CLIN 9000 (O&MN,N)			
900002	U099	Funding for CLIN 9000 (O&MN,N)			
9100	U099	Option Year 1 - Travel - All travel cost incurred shall be in accordance with the Performance Work Statement (PWS) and the Federal Travel Regulation (FTR). (O&MN,N)	1.0	LO	██████████
9200	U099	Option Year 2 - Travel - All travel cost incurred shall be in accordance with the Performance Work Statement (PWS) and the Federal Travel Regulation (FTR). (O&MN,N)	1.0	LO	██████████
9300	U099	Four (4) Month Option in accordance with FAR 52.217-8 Option to Extend Services - Travel - All travel cost incurred shall be in accordance with the Performance Work Statement (PWS) and the Federal Travel Regulation (FTR). (O&MN,N)	1.0	LO	██████████
930001	U099	Incrementally Funded (O&MN,N)			
930002	U099	Incrementally Funded (O&MN,N)			
9400	U099	One (1) Month Option in accordance with FAR 52.217-8 Option to Extend Services - Travel - All travel cost incurred shall be in accordance with the Performance Work Statement (PWS) and the Federal Travel Regulation (FTR). (O&MN,N) Option	1.0	LO	██████████
9500	U099	One (1) Month Option in accordance with FAR 52.217-8 Option to Extend Services - Travel - All travel cost incurred shall be in accordance with the Performance Work Statement (PWS) and the Federal Travel Regulation (FTR). (O&MN,N) Option	1.0	LO	██████████

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS) FOR EXPEDITIONARY TRAINING GROUP (ETG) TRAINING PROGRAM SUPPORT SERVICES

1.0 BACKGROUND

Commander, Navy Expeditionary Combat Command (NECC), a United States Fleet Forces Command (USFF) Echelon III Type Commander (TYCOM) is responsible for coordinating, establishing, and implementing integrated requirements and policies for manning, equipping, and training NECC units. These requirements and elements are paramount in the execution of the Fleet Response Plan (FRP), in support of and required by United States Navy (USN) policy and unified commanders.

Strategically, this contract facilitates the certification of NECC forces as mandated by the Fleet Response Plan/Fleet Response Training Plan. Certification is USFF's responsibility as delegated by Chief of Naval Operations (CNO) under Title 10 (to organize, man, train and equip naval forces) and to provide ready certified naval forces to meet national policy and interests. USFF assigns training policy authority and certification recommendation responsibility to NECC. ETG conducts training and certification assessments for NECC. The three major objectives outlined in this effort include:

- Enabling mandatory training of NECC staffs in preparation for deployment and assignment to combatant commanders (COCOM).
- Producing required NECC war fighting capabilities and readiness through the execution of the Navy Expeditionary Combat Command Training Manual (COMNECC Instruction 3502 - NECC TRAMAN) will include as an attachment in a separate email.
- Providing an adaptive and responsive training environment reflective of current real-world conditions and challenges faced by deployed forces.

The Fleet Training Continuum (FTC) provides long term guidance and policy to provide execution of fleet training. The FTC specifies the use of the Navy Warfare Training System (NWTs), modeled on the Joint Training System (JTS), as the vehicle to align and focus all training using mission essential tasks (METs).

2.0 MISSION - EXPEDITIONARY TRAINING GROUP (ETG)

Expeditionary Training Group (ETG) is an Echelon IV subordinate command of Navy Expeditionary Combat Command (NECC). ETG's mission is to conduct NECC Echelon III, IV, V and VI (operational) staff live, virtual and constructive training and assessment during the Integrated Phase of the Fleet Readiness Training Plan (FRTp). Based on successful completion of the Navy Mission Essential Tasks (NMET) for NECC staff contained in the Navy Military Training Information Management Strategy (NTIMS) database, ETG recommends Major Combat Operations-Ready, Maritime Security Operations-Ready, or Maritime Security Surge-Ready (MCO-R, MSO-R or MSS) certification to COMNECC. Additionally, ETG provides live, virtual and constructive staff training support to major exercises and warfare commander or independent deployer training outside of the COMNECC domain where COMNECC forces are participating.

NECC unit Fleet Response Training Plans (FRTp) are developed and instituted specific to the unit's wartime missions and serve as the framework in which NECC staffs and units are trained and certified in operational readiness. FRTp are structured around academics, school-house curriculum/instruction, exportable team training, field training, schoolhouse war-games, and live, virtual and constructive training and exercises.

3.0 OBJECTIVE

The objective of this Performance Work Statement (PWS) is to acquire robust and comprehensive live, virtual and constructive FRTp Integrated Phase training and assessment program support to ETG for training NECC individuals and staffs in operational staff planning and command and control sufficient for units to be recommended for certification as Major Combat Operations-Ready, Maritime Security Operations-Ready or Maritime Security Surge-Ready (MCO-R, MSO-R or MSS-R).

3.1 Breadth of Personnel Requirements

The contractor shall provide the necessary level of support to successfully accomplish all requirements set forth within this PWS. All contractor personnel must possess the necessary qualifications, skills, background, and expertise as specified within this PWS.

The following table expresses a notional combination of skill levels appropriate to this PWS. The key to success is the ability of the contractor to provide a wide range of skills within the total personnel cadre that enables seamless cross-assignments and level-loading of personnel, i.e., personnel who are equally capable of providing classroom instruction, developing exercise scenarios and assessing readiness.

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ETG/Training Support Services		
Position	FTE	Location
Program Manager	1	Virginia Beach, VA
Senior Analyst/Instructor II	9	Virginia Beach, VA
Senior Analyst/Instructor I	9	8 – Virginia Beach, VA 1 – San Diego, CA
Analyst/Instructor II	9	7 – Virginia Beach, VA 2 – San Diego, CA
Analyst/Instructor I	5	3 – Virginia Beach, VA 2 – San Diego, CA
Total Positions	33	

**Table 1-1 Notional ETG Training Support Services Level of Effort Requirements.*

4.0 SCOPE OF WORK - EXERCISE SCENARIO DEVELOPMENT, EXECUTION, ASSESSMENT AND DUTIES.

This management effort/support will include requirements identification, development, maintenance and conduct of live, virtual and constructive training and assessment of NECC staffs across all warfare mission areas within NECC. The training and assessment audience includes all NECC forces (Naval Construction Groups, Naval Expeditionary Logistics Support Group, Explosive Ordnance Disposal Groups, Coastal Riverine Groups, Maritime Civil Affairs and Training Command, Navy Expeditionary Intelligence Teams, Navy Expeditionary Combat Forces Command Naval Central Command) and joint and coalition forces that NECC forces will integrate with.

The ETG training and assessment end-state is the training audience's demonstration of operational staff planning and command and control NMET capabilities/proficiencies during an integrated certification exercise. Exercises may be NECC controlled or non-NECC controlled exercises -- Fleet, Joint and/or Coalition/Multi-National exercises; exercises may be live, virtual, constructive or a combination thereof. Standardized curriculum, course instruction, continuous mentoring and coaching, individual and collective training, scenario development, Exercise Control and White Cells are all enablers employed to prepare the training audience for participation/integration in the certification exercise. Certification is the culmination of all these efforts and identifies a unit as operationally ready to conduct wartime missions.

The contractor shall provide the labor and support required to: refine/improve and conduct NECC staff planning and command and control live, virtual and constructive training and assessment; and develop, execute and assess live, virtual and constructive training exercise scenarios sufficient for NECC units to achieve Major Combat Operations-Ready, Maritime Security Operations-Ready or Maritime Security Surge-Ready (MCO-R, MSO-R or MSS-R) certification. In addition, the contractor shall:

- Develop live, virtual and constructive training exercise scenarios and all required supporting materials, background information and documents that support NECC staff training and certification assessment during participation in NECC Integrated Exercises (NIEX) and/or Fleet, Joint and/or Coalition exercises.
- Required supporting materials/documents include all related Operations Orders from the National Command Authority level to unit level; United Nations documents; other US Government Department documents (i.e., State Department, etc.), and any other document and/or information required to enable an NMET to be exercised and assessed during live, virtual and constructive exercises.
- In the case of non-NECC/ETG controlled exercises, the contractor will develop scenarios and all supporting materials/documents that enable integration with, and compliment, the overall exercise scenario and objectives.
- Develop, maintain current and manage all Master Scenario Exercise Lists (MSEL) for live, virtual and constructive exercises conducted in support of NECC staff training and certification. MSEL will include a minimum of three injects for each training audience Navy Mission Essential Task (NMET) that will be exercised and assessed. MSEL must be sufficiently detailed and varied to enable training audiences to exercise capabilities and ETG to assess training audience capability.
- Develop and conduct live, virtual and constructive Exercise Control (EXCON) for NECC/ETG controlled and non-ETG controlled exercises in which NECC staffs are participating. For each exercise, EXCON must be sufficiently detailed and comprehensive to enable training audiences to exercise all NMET and ETG to assess each NMET. EXCON must be integrated with and compliment the overall exercise when the exercise/event is a non-NECC/ETG controlled event.
- Develop, maintain and conduct live, virtual and constructive White Cell operations for exercises conducted in support of NECC staff certification. For each exercise, White Cell actions/inter-actions must be sufficiently detailed and comprehensive to enable training audiences to exercise all NMET and for ETG to assess each training audience NMET. The White Cell must be integrated with and compliment the overall exercise when the exercise/event is a non-NECC/ETG controlled event.

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- Instruct, mentor and assess battle staff operations center organization, watch stander duties, responsibilities and performance, physical layout, information flow and analysis, operational planning, and command and control in academic, laboratory and field/exercise settings. Mentoring is a daily activity as required.
- Mentor training audiences throughout the training and assessment cycle through application of extensive experience in staff planning, operations orders development and operational command and control processes. Review, assist and mentor trainee preparation of exercise documents such as Concepts of Operations, Operations Orders, etc.
 - o The following number of exercises anticipated annually: 16
 - o ETG experience is such that up to five (5) exercises/scenarios may simultaneously be in development at any given time as well as NSP course(s).
- Develop, maintain and apply assessment criteria that measures staff capabilities to execute all training audiences' Navy Mission Essential Tasks (NMET) required for Major Combat Operations-Ready, Maritime Security Operations-Ready or Maritime Security Surge-Ready (MCO-R, MSO-R or MSS-R) certification. Assessments are conducted during the course of the training audience's certification exercise (which may be a live, virtual or constructive NIEX or a live, virtual or constructive Fleet/Joint/Coalition exercise).
- Develop and maintain a quality control plan in order to track and maintain instructor proficiency. The plan should detail the methodology to be used by the contractor to monitor and ensure that all qualifications and certifications remain current.

4.1 Navy Staff Planning (NSP) Course Refinement, Improvement and Instruction

Navy staff planning training and command and control training are not end-states, instead, are enablers employed to prepare training audiences for successful demonstration of proficiencies during participation/integration in NECC, Fleet, Joint, and/or Coalition/Multi-national live, virtual and constructive exercises.

The contractor shall provide the following:

Assist in the refinement, improvement, implementation and training of Navy Staff Planning (NSP) and operational command and control (C2) capabilities; includes definition of requirements and refinement of the training continuum, development and maintenance of course curriculum and all training aids/documents, recommendation of policy and procedures, analysis of course effectiveness, provision of training/instruction and support of management of the NSP and C2 training and assessment effort. Coordinates and executes NSP and C2 training and assessment to include:

- 1) Provide subject matter expertise in support of Navy Staff Planning and C2 concepts and execution.
- 2) Plan, refine, improve, deliver and facilitate NSP and C2 instruction, exercise and assessment to NECC training audiences and other forces integrated with NECC forces.
- 3) Liaise/Coordinate with higher headquarters, Fleet, Joint, Coalition and other organizations on staff planning matters pertaining to developing and conducting NSP training and assessments that reflect current staff planning theory, procedure and operational applications.
- 4) Development and management of the Navy Staff Planning Library on ETG's command SharePoint portal to include all curriculum, training aids and schedules.
- 5) Provide Lesson Plans (LP), Trainee Guides (TG), Instructional Media Materials (IMM), Course Master Schedule, terminal objectives, and enabling objectives in accordance with NETC standards.
- 6) Develop, maintain current and provide Operations Center Standard Operating Procedures adaptable to all NECC warfare mission areas, Humanitarian Assistance/Disaster Relief missions and Defense Support of Civil Authorities missions.

4.1.1 Training Requirements/Support

The contractor shall provide curriculum revision, maintenance and implementation services to support the development and regular maintenance of command courseware IAW Naval Education and Training Command guidance, directives and standards (NAVEDTRA series) as deemed appropriate by ETG. In this capacity, the contractor will also participate in the development and execution of needs analyses, coordinating learning objectives, training, and resource requirements. ETG will own the curriculum. Additionally, ETG has the right to modify the mode of training and/or curriculum delivery.

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The contractor shall develop and/or revise and deliver those products that are part of the Navy curriculum development process as required by ETG; Training Project Plans (TPP), Course Training Task Lists (CTTL), Training Course Control Documents (TCCD), Lesson Plans (LP), Trainee Guides (TG), Instructional Media Materials (IMM), test and test administration guides as well as Master Scenario Event Listings (MSEL), Event Drill Guides (EDG) and ILE documentation per NAVEDTRA guidance for existing courses for the purpose of creating not previously existing course audit trail documentation. The Navy Staff Planning course shall be a structured course outline of terminal objectives, enabling objectives, and course master schedule. Topics shall be structured into lesson plans, student guides, and power points. All materials require ETG DOT approval.

ETG retains the right to supplement training conducted by the Contractor with military instructors and/or presenters with field experience.

All contractor personnel assigned to instruct classes shall be fully qualified with demonstrated previous training experience, and have the requisite background specified in paragraph 6.0 below. All training shall be conducted in accordance with ETG and NECC directives.

4.1.2 Training Schedules.

The ETG DOT, with recommendations from the Contractor, will establish the training schedule. When classroom training is scheduled, it shall normally be conducted eight hours a day, five (business) days a week. However, the requirement for meeting reservist training requirements may necessitate some weekend and possibly holiday training days. Additionally, field training exercises and daily activity in support of classroom courses may range from 9 to 12 hours (or more) if required to meet all training objectives outlined in the curriculum. During the execution of the class schedule where holidays or any other event impacts the expeditious movement of trainees through the training pipeline occurs, the training activity may extend the number of daily training hours to compensate and to utilize weekends to meet requirements as defined by the ETG DOT.

4.1.3 Class Convenings.

The ETG DOT will establish the annual training schedule. Annual throughput (i.e. – student completion) is an estimate only and the requirement for contractor instructor support will vary considerably from year to year depending on national security requirements and force structure. Deployment sensitivity may prevent advance notice of the training requirement of some classes; with some classes convening with as little as two (2) weeks' notice.

4.1.4 Changes to curriculum.

Only training materials and lesson plans approved by ETG DOT will be used in this training area. The content of the instructional material will not be modified until approved by ETG Training Officer. The revised curriculum is due to the ETG DOT within 30 days of its approval.

4.1.5 Contractor Relationship to Military Authorities.

Contractor personnel shall maintain an orderly, professional atmosphere in all training environments under their cognizance and shall have authority commensurate with this responsibility. Trainees whose conduct is not conducive to such an atmosphere shall be cautioned and counseled, and if the appropriate conduct continues, shall be referred by the contractor to the appropriate ETG Training Department representative. This does not preclude immediate referral if, in the opinion of the contractor personnel, the misconduct is of such severity as to warrant such action. In the event of formal military action against students under their tutelage, contractor personnel may be requested to provide written statements to, or appear in person at Non-Judicial Punishment (NJP) or Courts-Martial proceedings. Such statements or appearances may be directly related to charges or may provide information for use in determining appropriate punishment.

The contractor shall report any disciplinary problem (e.g., fraternization, sexual harassment, racial discrimination, etc.) between contractor employees and military staff or students to the ETG DOT. Upon notification of the ETG TOM that a student complaint involving the aforementioned disciplinary problems has been received, the ETG DOT shall investigate the validity of the complaint and provide a suitable response to all concerned. During the investigation, the contractor personnel named in the complaint shall be removed by the contractor from the class while the investigation is being conducted. If the investigation determines that the complaint is valid, the contractor's response shall include a corrective action plan to resolve the matter. All responses shall be submitted to the Procurement Contracting Office (PCO), with a copy to the ETG DOT and ETG TOM, within three (3) working days of notification.

4.1.6 Course Information

Anticipated Course of Instruction and instructor workload is as follows:

- COI is Navy Staff Planning (NSP) course

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- Annual number of NSP Courses: 17 classes
- NSP courses have historically been conducted over five days; class size averages 20 trainees; training audiences will possess a wide spectrum of Navy Staff planning experience.
- On occasion, more than one NSP course has been conducted simultaneously with another NSP course, and simultaneously with ongoing exercises, at different locations.

4.1.7 Equipment/Facilities

The Government will provide all equipment, supplies, and facilities as required for delivery of the NSP course.

4.1.8 Analysis and Assessment. The contractor shall assess, analyze and report results of ETG training events and exercises. Included will be recommendations for improvements.

4.2 Working Group Meetings

The contractor shall:

- Participate in working group meetings, concept development conference and planning conferences with ETG government personnel or as an ETG representative to help define/refine/recommend requirements, conduct mission analysis, develop exercise scenarios, Master Scenario Event List exercise injects, readiness reporting criteria, and other project related purposes. Participates in review and analysis of data to predict, develop and improve training and assessment programs and capabilities.
- Submit external meeting minutes within five (5) working days of the completion of each meeting as directed.
- Submit a trip report documenting the results of the working group within five (5) working days of the completion of each trip.

4.3 Progress Reporting

The contractor shall:

- Complete a monthly activity report shall include enclosures for Actual Summary of Hours and Actual Detailed Hours. The Detail of Hours shall include (as a minimum) employee names, skill levels, labor hours by project/module, monthly costs, cumulative costs, Other Direct Costs (ODC) and a description of activities undertaken in support of this contract. Contractor format is acceptable.
- Copies of trip reports for all trips made during the reporting period will be submitted as enclosures to the monthly status report.
- The contractor shall use email for administrative coordination issues. Classified (up to secret) information can be transmitted via SIPRNET email.
- A final annual report summarizing the work performed and the results and conclusions derived shall be submitted to the TOM within thirty days after the end of the contract period of performance. The final report shall include a Plan of Action and Milestones (POA&M) for completion of any and all open tasks.

Para 4.4 Communications Support and Oversight: Support NECC Forces with ongoing research, development, and integration of CSI equipment with the Naval Expeditionary Forces. Provide support for field communication set-up of higher, adjacent, and subordinate echelon commands and be able to train field personnel on proper set-up and use of tactical gear during live, virtual, and constructive training. Maintain expertise and provide technical guidance to EXWDC Staff on the collaboration tools utilized by EXWDC to include NCTE (Navy Cooperative Training Environment) CENTRIXS, CASE, Shareportal, and DCO, to enable mission objectives.

5.0 PERSONNEL/QUALIFICATIONS

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The contractor selected for the performance of this PWS must have specific experience in naval expeditionary warfare and technical expertise.

The key to accomplishing the technical requirements of this contract are the personnel assigned. The premise behind contractor manning is "one team," with each contractor's primary role defined and secondary skills applied across the effort to promote efficiency and flexibility. It is envisioned that the contractor will effectively manage its workforce across the program, including shifting resources to apply expertise to tasks most effectively and to accommodate changes in schedules, high-tempo requirements and/or simultaneous events. ETG expectation is such that the contractor will provide a workforce of individuals each capable of serving in many of the capacities described herein.

5.1 Analysts/Instructors:

The Analysts shall contain, at a minimum, the following education and experience descriptions which represent the capabilities deemed best suited to support the Objectives and Tasks herein.

- **Senior Analyst/Instructor II:** (for comparative purposes, possesses capabilities similar to O5/O6 US military officers) Provides various types of management and technical support to a wide range of projects including training and readiness assessments. Requires a broad knowledge of military training and readiness assessment concepts, practices, and procedures. Requires prior experience with command of US military operating units at the unit (battalion, aviation squadron, ship, etc.) and/or at the Group (brigade, afloat squadron, regiment, etc.) level. Requires minimum of ten (10) years US military active service which includes unit of action and operational staff experience. Shall have thorough knowledge of military doctrine, tactics, and command relationships at Task Force, MAGTF, operational and/or joint/combined command level. Requires direct participation in real world operations/deployment into combat zones is most desired; recent and relevant Fleet, USMC, Joint and coalition/combined operations. Shall have recent and relevant Navy live, virtual, constructive, and simulation training development and execution experience at the tactical and operational levels.
- **Senior Analyst/Instructor I:** (for comparative purposes, possesses capabilities similar to O4/O5 US military officers) Provides various types of management and technical support to a wide range of projects including military training and readiness assessment. Requires a broad knowledge of US military training and readiness assessment concepts, practices, and procedures. Participates in development of strategic planning activities; review and analyze data to develop and improve training and readiness assessment programs and capabilities. Required Master's degree in operations research, military science, management or equivalent area. Shall have recent and relevant Navy live, virtual, constructive, and simulation training development and execution experience at the tactical and operational levels. Requires minimum of ten (10) years military experience with three (3) years experience in military training and education focused on senior enlisted personnel, junior officers and senior officers or equivalent. Shall have participated in deployment and/or employment of NECC type forces or equivalent type forces. Shall have familiarity with command and control systems NECC battle staffs utilize or will likely utilize when deployed with a non-NECC force, i.e., GCCS-N, Blue Force Tracker, etc. Shall have recent and relevant Navy training systems, processes and instruction.
- **Analyst/Instructor II:** (for comparative purposes, possesses capabilities similar to US Military O3/Warrant Officers/Senior Non-commissioned officers) Possess knowledge in designated field or discipline and applies a broad range of expertise of principles, practices and procedures of particular function (military training and readiness assessment). Work ranges from moderately complex and varied to working on multiple, complex projects. Required Bachelor's degrees in operations research, military science, management, or equivalent area. Shall have recent and relevant Navy live, virtual, constructive, and simulation training development and execution experience at the tactical and operational levels. Shall have familiarization with NECC type-unit warfare missions, functions and capabilities and NECC unit-type Navy Mission Essential Tasks; recent and relevant Navy training systems, processes and instruction. Shall have recent and relevant US Navy FRTP and Integrated Phase training requirements. Requires a minimum of ten (10) years active military experience. Shall have participated in deployment and employment of NECC type forces or equivalent.
- **Analyst/Instructor I:** (for comparative purposes, possesses capabilities similar to US military O3/Warrant Officers/Senior Non-commissioned officers) Possess knowledge in designated field or discipline (military training and readiness assessments) and applies a broad range of expertise of principles, practices and procedures of particular function. Work ranges from moderately complex and varied to working on multiple, complex project. Shall have recent and relevant Navy live, virtual, constructive, and simulation training development and execution experience at the tactical and operational levels. Shall have familiarization with NECC type-unit warfare missions, functions and capabilities and NECC unit-type Navy Mission Essential Tasks. Shall have recent and relevant Navy training systems, processes and instruction; recent and relevant US Navy FRTP and Integrated Phase training requirements. Requires a minimum of five (5) years military experience.

5.2 Additional Instructor Requirements/Standards

Any individual assigned to instruct must have direct experience in the field of operational staff planning and have one (or more) of the following qualifications (1-3):

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- Navy NEC 9502 (Instructor), or
- Navy NEC 9518 (Naval Leadership Development Program (NAVLEAD) Instructor), or
- Graduate of one (1) of the following courses of instruction:
 - Instructional Delivery Continuum (IDC) Journeyman Instructor Training (JIT) (A-012-0077)
 - Instructional Delivery Continuum (IDC) Journeyman Instructor Training (JIT) Mobile Training Team (A-012-1011)
 - Naval Leadership Facilitator (P-012-0045)
 - Facilitator Training Course (P-012-0075)
 - Nuclear Instructor Qualifications (NFAS) (A-661-0108)
 - Nuclear Instructor Qualifications (NNPS) (A-661-0109)
 - Other Military Service instructor equivalent or upon approval of the ETG DOT the following items may be substituted to meet requirements noted in this paragraph:
 - § Completion of an accredited and state approved teaching certification program, and possession of a teaching certificate (w deficiencies), or
 - § Completion of a graduate degree from an accredited college or university.
 - § Demonstrated experience instructing courses and training students at a level commensurate with the ETG Navy Staff Pla and student base.

The contractor shall ensure that the contractor instructor provides appropriate documentation to support achievement of the aforementioned qualifications. This documentation shall be filed in the Instructor Training Jacket (ITJ).

5.2.1 Instructor Evaluation / Training Jackets.

All personnel who may be assigned to instruct course materials must be evaluated and qualified by the contractor as meeting Navy minimum standards (see Section 5.2.2) as stated herein for technical and instructional proficiency. In all cases, Government personnel will determine work priorities, technical accuracy of material and provide technical guidance to the contractor. Student course critiques will comment on instructor performance and Training Department representatives will observe and critique instructor performance.

5.2.2 Instructor Training Jackets.

Prior to personnel commencing formal instruction the contractor shall present a new Instructor's Training Jacket (ITJ) to the ETG DOT for verification of instructor qualifications. At a minimum, the ITJ shall contain:

- Instructor's Qualifications; (i.e., Academic Qualification, completed PQS, certificates of course completion, etc.)
- Instructor's Certifications
- Documentation of Security Clearance
- Navy Core Values Training Certificates of Completion.

The Government, through the Contracting Officer, shall have the "right of refusal" of any personnel assigned to instruct as unqualified or unsafe. The instructor verification process must be completed prior to the instructor teaching Navy students.

5.2.3 Navy Core Values Training.

All contractors are required to complete Navy Core Values training within 30 days of reporting for duty. The Core Values Training consists of three individual courses (Core Values, Fraternalization, and Sexual Harassment). These courses are located in the Electronic Learning portion of Navy Knowledge Online (<http://www.nko.navy.mil>) "FY13 General Military Training". Upon completion of each course, the contractor shall provide the certificate for inclusion in the ITJ. These courses are required to be

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completed annually, and the contractor is responsible for ensuring completion by all contract personnel.

5.2.4 Instructor General Requirements

All contractor instructor personnel must be familiar with applicable Navy rules, regulations, and other requirements, and shall notify their personnel of changes to such as they occur. As identified by the Government, the contract instructor may attend in-service training designed to update contractor personnel on Government rules, regulations, and other requirements. The contractor shall determine the personnel required to attend. Any such training will occur without interrupting the class schedule.

In addition, the instructional competency of all personnel assigned to instruct shall be validated by the contractor prior to the start of instructional support. This validation is the contractor's responsibility and must be accomplished prior to the instructor reporting for duty. This validation will not be at Government expense. At a minimum, validation shall consist of familiarization with the course curriculum, Technical Training Equipment, Technical Training Devices, including: Electronic Podiums, Automated Electronic Classrooms (AECs) and Presentation Technology Classrooms (PTCs), and Authoring Instructor Material (AIM) II as applicable. Using the performance objectives of the Navy's Journeyman Instructor Training (JIT) Course as a minimum standard, each instructor shall be expected to maintain and display instructional competencies that meet or exceed Navy standards.

6.0 PERIOD OF PERFORMANCE

The periods of performance of this PWS shall be for a twelve (12) month base period, and two (2) twelve (12) month option periods to be exercised at the discretion of the Government.

6.1 Transition Period – Transition-In Phase / Transition-Out Phase

6.1.1 Transition-In

The Transition-In phase is that period from contract award until the contractor is ready to assume full training operations. For the purposes of the PWS, the mobilization period shall be for a period not to exceed fifteen (15) days after contract award and/or a period not to exceed fifteen (15) days after the Period of Performance start date. During the mobilization period, the contractor shall comply with all aspects of the PWS, as applicable. During the mobilization phase the contractor shall hire, have the instructors on-board and properly certified, obtain the base passes and CAC cards, set-up the ITJs, train and be ready to begin course instruction. As part of the mobilization effort, the contractor shall ensure that each of the instructors is fully engaged in the ETG qualification process, so that the instructors are capable of assuming the training requirements at the end of the mobilization process. Coordination with the ETG DOT is required to ensure that contractor instructors are qualified to deliver training in all modules of the courses.

6.1.2 Transition-Out

Should the current contractor not be selected as the follow-on contractor, the contractor shall participate in a transition phase to orderly and efficiently transition to a successor. The transition phase shall be considered the last fifteen (15) days prior to the end of the contract period of performance. The transition phase shall consist of phase-in training for the successor, the transition of all training and assessment documentation relevant to the courses, exercises and tasks specified herein and any Government furnished information and records.

7.0 PLACE(S) OF PERFORMANCE

Except for the travel listed below in Section 9.0, daily work shall be performed at the ETG headquarters on Joint Expeditionary Base Little Creek/Fort Story (JEBLC/FS) and at the ETG Detachment San Diego located on the Commander Third Fleet compound; course instruction will be primarily performed at ETG headquarters, but may also be performed at training audience locations in other Tidewater Virginia locations, Gulfport, MS, San Diego CA, Port Hueneme, CA and Pearl harbor, HI. Contractor personnel may be required to travel throughout CONUS and OCONUS in support of NECC forces integrated in Fleet, Joint and/or coalition/multi-national exercises such as RIMPAC, Ulchi-Focus Lens, Combatant Commander Partnerships and other similar events.

8.0 SITE MANAGEMENT

In order to perform the duties specified within this PWS, the contractor shall designate a site lead that shall provide overall management, supervision, and coordination of this contract and shall act as the local point of contact with the Government. The site lead or alternate (acting in the absence of the site lead) shall have full authority to act for the contractor on all contract matters relating to daily operations of this contract. The contractor shall furnish, in writing, to the ETG Director of Training and Operations (DOT) and ETG TOM the names and phone numbers of the site lead and alternate not later than 30 days after contract award. The contractor shall notify the ETG DOT and ETG TOM, within one working day, whenever changes are made. The

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contractor shall provide a list of contractor personnel five (5) days prior to the start of performance, and thereafter as changes occur. Whenever contractor employees resign, are dismissed, or laid off, the contractor shall return ex-employee's identification badge and vehicle decal, when applicable, to the ETG DOT or ETG TOM. Program management shall incorporate risk mitigation measures.

9.0 TRAVEL

Travel is anticipated throughout the life of the contract. The Contractor shall provide a detailed proposed travel description and/or alternative methods for completing the requirements identified in the Performance Work Statement (PWS). All travel costs incurred will be separately priced and executed in accordance with the Federal Travel Regulations (FTR). This directive can be accessed at <http://www.gsa.gov/portal/ext/public/site/FTR/file/FTRTOC.html/category/21865/hostUri/portal>. A copy of this travel request shall be routed to the TOM. Upon validation of the travel requirement, the TOM will forward the travel request to the contractor with Government approval. Any travel not directly related to this requirement, and that has not been validated by the TOM, is not chargeable to the Government. Upon return from travel, the contractor shall prepare a Travel/Trip Report providing the accomplishments of the travel. Transportation of material/equipment shall be done by the Contractor at the Contractor's expense provided it fall within the scope of work performance outlined in this document and is during the timeframe provided within the scope of this task. The following trips are anticipated:

Destination	Average Number of Contractors	Number of Trips	Average Days Duration
San Diego CA	5	12	4
Jacksonville FL	1	4	4
Colorado Springs CO	3	4	4
Gulfport MS	3	8	4
Seoul ROK	3	4	6
Bangkok Thai	2	4	6
Pearl Harbor HI	4	4	6
Reykjavik IS	2	3	5
Singapore	2	2	6
Rota, Spain	2	2	5
Agana, Guam	2	2	5

There may be other travel requirements as necessary, to include overseas travel, to meet requirements; ETG is the Navy single source/global provider of FRTP Integrated Phase expeditionary Navy Staff Planning training, command, and control training and assessment to NECC forces.

10.0 DELIVERABLES/DELIVERABLES SCHEDULE & PERFORMANCE ELEMENTS

10.1 Deliverables.

The Government's inspecting and acceptance authority will be designated by the TOM as the established Point of Contact (POC) for all deliverables. All written deliverables or other written communication between the Contractor and the TOM (or designee) shall be delivered via paper and/or electronic copy. All deliverables shall meet professional standards and the requirements set forth in contractual documentation herein.

- Contractor's Quality Control Plan must be submitted to the ETG TOM within 30 days of contract award date.
- Contractor monthly activity reports must be submitted to the ETG TOM by the 10th work day of each month for the previous month's activities. Contractor formats are acceptable. Monthly contractor activity reports and the Government Quality Assurance Surveillance Plan will be used to assess contractor performance.
- Trip Reports - Within five (5) working days of completion of travel.
- Exercise Playbooks - provided minimum of seven (7) working days prior to the start of an exercise.

10.2 Performance Elements.

Element	Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Progress Reports	Reports must contain all information stated in the PWS with no rejected	Inspection by the ETG Training Officer and TOM	Monthly	>95% of reports submitted timely and

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	reports due to major discrepancies and within the timeframe defined in the PWS			without rework required
Contract Deliverables	Contract deliverables furnished as described in the PWS, attachments, CDRLs, Task Orders, etc as applicable	Inspection by the ETG Training Officer and TOM	100% inspection of all contract deliverables	>95% of deliverables submitted timely and without rework required
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance	Assessment by the ETG Training Officer and TOM	Annual	All performance elements rated Satisfactory (or higher)
Invoicing	Monthly invoices per contract procedures are timely and accurate	Review and acceptance of the invoice	Monthly	100% accuracy
Course Critiques	Critiques should reflect relevance of teaching points and Contractor's ability to impart well	Student and Training Representative Critiques; Review and summary of critiques by Training representative	Upon completion of each course	Rating of Satisfactory (or higher)
Curriculum Development & Maintenance	Adequate development and maintenance of curriculum	Review by ETG Training Officer and TOM	Semi-annually	Rating of Satisfactory (or higher)
MSEL Library	Adequate development and maintenance of MSEL Library	Review by ETG Training Officer and TOM	Semi-annually	Rating of Satisfactory (or higher)
Scenario Development	Adequate development and maintenance exercise scenarios	Review by ETG Training Representative, Training Officer or TOM	Each exercise/event	Rating of Satisfactory (or higher)
Exercise Control (EXCON)	Adequate development, maintenance and execution of exercise/event EXCON	Review and direct observation by ETG Training Representative, Training Officer or TOM	Each exercise/event	Rating of Satisfactory (or higher)
White Cell	Adequate development, maintenance and execution of exercise/event White Cell	Review and direct observation by ETG Training Representative, Training Officer or TOM	Each exercise/event	Rating of Satisfactory (or higher)

Definitions:

Satisfactory – Meets all performance and timely PWS requirements with only some minor issues/problems or no major issues/problems that caused performance impact to the PWS.

Unsatisfactory – Does not meet performance and timely PWS requirements and contained serious issues/problems where corrective action appears or was ineffective.

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

11.0 SECURITY CLEARANCE

All personnel must possess an active Secret clearance. See attached DD254 – Contract Security Classification Speciation for details.

12.0 CONTRACTOR PROFESSIONAL REQUIREMENTS

All contractor personnel shall conform to and comply with the rules, regulations, and other requirements of the Department of Defense and Department of the Navy for contract personnel integrity, grooming, conduct, speech, student fraternization, safety, and

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security. In addition, contractor personnel shall maintain high personal standards of technical knowledge and demonstrate professional competence in delivering training material. The morale and motivation of student and instructional personnel shall be maintained at a maximum level to ensure a favorable environment for learning.

13.0 OTHER PERFORMANCE REQUIREMENTS

13.1 Emergency Action Plan.

Contractors shall comply with the Command's Emergency Action Plan.

13.2 Mishap.

If a mishap involving services under this contract results in an injury or damage to property in excess of \$2,000.00, the contractor shall report the incident to the ETG DOT, and the TOM within one (1) hour of the incident. If the Navy conducts an investigation of the accident, the contractor shall cooperate and assist Government personnel until the investigation is complete. Contractors shall include a clause in subcontracts, if any, requiring subcontractor cooperation and assistance in accident investigations. Contractors shall allow authorized Government representatives access to the contractor's (and subcontractor's, if appropriate) facilities, personnel and safety program documentation.

13.3 Contractor Responsibility for Safety.

Nothing in the PWS, nor any Government action or failure to act in surveillance of this contract, shall relieve the contractor of its responsibility to take all reasonable measures to protect the safety of the contractor's personnel and property, the Government's personnel and property, and the general public. Furthermore, nothing in this PWS shall relieve the contractor of its responsibility for complying with applicable Federal, State, and Local laws, ordinances, codes and regulations (including those requiring applicable licenses and permits) in conjunction with the performance of this contract.

13.4 Access to Government Facilities

Contractor's employees are required to access military installations in the performance of the duties described in this PWS. Additionally, the employee is required to access DOD computer networks and web sites in connection with his/her daily duties.

13.5 Physical Security/Key Control

The Government will be responsible for the key security system and, as needed, provide keys to the contractor. The contractor shall safeguard and maintain control over assigned keys. The contractor shall return keys that are not needed or upon contractor personnel termination of work under this contract to the ETG DOT, TOM, or other designated ETG personnel.

13.6 Alcohol Policy

The Government reserves the right to relieve an instructor from his/her duties in the event that they appear to be intoxicated anytime during their instructing period. If the contractor refutes this assessment, the contractor must provide results of drug/alcohol screening to ensure instructor is "fit for duty" as outlined in the BUMEDINST 6120.20B. In this case, the ETG DOT, TOM, CO, and Contractor Site Lead shall be advised of this action as soon as possible.

13.7 Information Technology (IT) Personnel Security Information.

The contractor shall submit certificates of completion for the Information Awareness Training course (Navy Knowledge Online computer based training) for all employees requiring access to Government IT systems.

13.8 Common Access Card

The Government Contractor Common Access Card (CAC) serves as the primary method of identification for the contractor instructors, as well as the basis for Public Key Infrastructure (PKI) access to the Navy/Marine Corps Internet (NMCI) (should computer access be required). The ETG Training Officer or ETG designated representative will assist in providing the appropriate documentation to obtain these access cards.

13.9 Privacy Act Compliance

The contractor, or contractor's employees, may come in contact with data and information subject to the Privacy Act of 1974 (Title 5 of the U.S. Code Section 552a). The contractor shall ensure that its employees assigned to this effort understand and adhere to the requirements of the Privacy Act and to Department of Defense and Department of the Navy regulations that implement the Privacy Act. Department of Navy policy and procedures implementing the Privacy Act are detailed in

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SECNAVINST 5211.5E, which is available on-line at <http://privacy.navy.mil>. The contractor shall identify and safeguard data, information and reports accordingly. The contractor shall ensure that contractor employees assigned to the contract are trained on properly identifying and handling data and information subject to the Privacy Act prior to commencing work.

13.10 Restrictions and Special Requirements.

The scope of this PWS does not involve the contractor obtaining access to any procurement sensitive, source selection or unprotected proprietary information, nor will the contractor be otherwise given any unfair competitive advantage in future procurements. There is no known existing or potential conflicts of interest associated with this task.

13.11 Proprietary Information.

No data provided to, or developed by, the contractor (or contractor's employees) shall be used for any purpose other than the tasks assigned. All information (data files and hard copy) becomes the property of the Government and the contractor shall return them at the completion of the task. The Government shall not be required to pay royalties, recurring license fees, use tax or similar additional payments for any contractor-developed product or associated software presentation.

13.12 Limited use of Data.

Performance of this effort may require the Contractor to access and use data and information proprietary to a government agency or government contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the government and/or others. Contractor and/or contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the government, except to authorized government personnel, or upon written approval of the Contracting Officer (CO). The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the government between the contractor and the data owner which provides for greater rights to the contractor.

13.13 Hours of Operation.

Normal hours of work shall be eight hours per day. There may be days where working hours shall range from nine (9) to twelve (12) hours per day. The Government may require training outside scheduled times or on non-standard workdays (i.e., Saturday, Sunday or government holidays) to accommodate emergencies, student military commitments or operational requirements. If weekend training or training outside scheduled times is required, the ETG DOT will give the contractor a minimum of 48 hours notice. The contractor shall support government requests to schedule additional classes or makeup hours when given two (2) weeks' notice.

13.14 Government Holidays

The following government holidays are typically observed by government personnel: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation.

13.15 Non-Personal Service Statement.

Contractor employees performing services under this contract will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the PWS. Contractor employees will perform their duties independent of, and without the supervision of, any Government official. The tasks, duties, and responsibilities set forth in this contract may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of completed work.

13.16 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA).

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

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;

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- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

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

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at
<https://doncmra.nmci.navy.mil>.

14.0 ACRONYMS

AEC Automated Electronic Classrooms
 AIM II Authoring Instructional Materials II
 AT Annual Training
 CAC Common Access Card
 CANTRAC Catalog of Navy Training Courses
 CBT Computer Based Training
 CIM Civil Information Management
 CETARS Corporate Enterprise Training and Reporting System
 COCOM Combatant Commander
 CONOPS Concept of Operations
 CONPLANS Concept Plans
 COOP Continuity of Operations Plans
 CROP Common Relevant Operational Picture
 CTTL Course Training Task Lists
 CUITTS Core Unique Instructor Training
 DOD Department of Defense
 DON Department of Navy
 DOT Director of Training
 DRRSN Defense Readiness Reporting System – Navy
 eNTRS Enterprise Navy Training Reservation System
 FAR Federal Acquisition Regulation
 FEA Front End Analyses
 FEP Final Evaluation Problem
 FRP Fleet Response Plan
 FRTP Fleet Response Training Plan
 FLTMPMS Fleet Training Management and Planning System
 GFE Government Furnished Equipment
 GFF Government Furnished Facilities
 GFI Government Furnished Information
 GR/GPM Government Representative/Government Project Manager
 IMM Instructional Media Materials
 ICW Interactive Courseware
 ILE Integrated Learning Environment
 ILT Instructor Led Training
 IRRI Innovative Readiness Reporting Initiative
 ISD Instructional System Development
 KO Contracting Officer
 LP Lesson Plans
 MS Microsoft
 MSEL Master Scenario Event Listing
 MSR Monthly Status Report
 NAVEDTRA Naval Education and Training Command
 NECC Navy Expeditionary Combat Command
 NJP Non-Judicial Punishment
 NMCI Navy Marine Corps Intranet
 NMETL Naval Mission Essential Task List
 NTIMS Navy Training Information Management System
 NTTP Navy Technical and Training Publication
 NWP Naval Warfare Publication

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ODC Other Direct Costs
OPNAV Office of the Chief of Naval Operations
OPLANS Operation Plans
OPORD Operation Orders
POA&M Plan of Action and Milestones
POP Period of Performance
PTC Presentation Technology Classrooms
PWS Performance Work Statement
SME Subject Matter Expert
SOP Standard Operating Procedures
TA Technical Assistant
TCCD Training Course Control Documents
TG Trainee Guides
TOM Task Order Manager
TPP Training Project Plans
TRMS Type Commander's Readiness Management System
USFF US Fleet Forces

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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) FOR TECHNICAL, ANALYTICAL AND TRAINING PROGRAM SUPPORT FOR EXPEDITIONARY TRAINING GROUP (ETG)

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of this contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received. The amount of surveillance required should be the minimum amount necessary to ensure conformance with contract requirements. This QASP is a living document and should be updated accordingly throughout the life of the contract. This plan uses Random Sampling, Course Critiques, and Customer Complaints to evaluate the services the Contractor is required to furnish. This surveillance assures the US Government that the Contractor's performance is acceptable. The methods of surveillance recognize that unforeseen and uncontrollable problems and issues do occur. CORs are expected to be objective, fair, and consistent in evaluating Contractor performance against the standards.

2. AUTHORITY

Authority for issuance of this QASP is provided under – Inspection and Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in this contract to be accomplished by the Contracting Officer or his duly authorized representative.

3. SCOPE

To fully understand the roles and the responsibilities of the parties, it is important to first define the distinction in terminology between the Quality Control Plan and the Quality Assurance Surveillance Plan. The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract. The Contractor develops and submits his Quality Control Plan (QCP) for Government approval in compliance with his contract deliverables. Once accepted, the Contractor then uses the QCP to guide and to rigorously document the implementation of the required management and quality control actions to achieve the specified results. The QASP on the other hand, is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's QCP. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing a QCP that will interrelate with the Government's QAS.

4. GOVERNMENT RESOURCES

The following definitions for Government resources are applicable to this plan:

Contracting Officer - A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

Contracting Officer Representative (COR) - An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for a COR is the Contracting Officer. COR limitations are contained in the written letter of designation.

Technical Assistant (TA) – An individual appointed by the ETG Commanding Officer, in coordination with the COR, to assist in administering this contract. A TA cannot, in any manner, alter the scope of the contract, make commitments or authorize any changes on the Government's behalf.

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5. RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

a. Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance. The Contracting Officer provides QASP input to matters relating to Tables 5 and 6.

b. Task Order Manager (TOM) – A TOM, also known as a Contracting Officer's Representative (COR), is responsible for technical administration of the contract and assures proper Government surveillance of the contractor's technical performance. The TOM will perform contractor evaluations as described in this QASP. The TOM is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

c. Technical Assistant (TA) - The TA is responsible for assisting in administering a specific project under the contract or Seaport-e Task Order. A Government TA cannot, in any manner, alter the scope of the contract, make commitments or authorize any changes on the Government's behalf.

6. METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP.

Student/training audience critiques - feedback may be obtained either from the results of formal course critiques or from random training audience feedback. Training audience feedback will be solicited for each training event, i.e., NPS course, exercise, etc.

ETG Training Officer critiques - the ETG Training Officer (or assigned representative) will observe and assess contractor instructor, EXCON and White Cell performance as deemed appropriate. Copies of assessments will be forwarded to the COR. The COR will forward a copy to the contractor.

The COR shall maintain a summary log of all formally received training audience and ETG Training Officer critiques as well as a copy of any complaint in a documentation file. The COR shall also keep the tabulated results of all customer satisfaction surveys on file and shall enter the summary results into the Surveillance Activity Checklist.

Product review – the ETG Training Officer (or assigned representative) will review all exercise scenarios and supporting documents.

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000	5/1/2014 - 4/30/2015
8001	10/1/2014 - 4/30/2015
8100	5/1/2015 - 4/30/2016
8200	5/1/2016 - 4/30/2017
8300	5/1/2017 - 8/31/2017
9000	5/1/2014 - 4/30/2015
9100	5/1/2015 - 4/30/2016
9200	5/1/2016 - 4/30/2017
9300	5/1/2017 - 8/31/2017

CLIN - DELIVERIES OR PERFORMANCE

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

8000	5/1/2014 - 4/30/2015
8001	10/1/2014 - 4/30/2015
8100	5/1/2015 - 4/30/2016
8200	5/1/2016 - 4/30/2017
8300	5/1/2017 - 8/31/2017
9000	5/1/2014 - 4/30/2015
9100	5/1/2015 - 4/30/2016
9200	5/1/2016 - 4/30/2017
9300	5/1/2017 - 8/31/2017

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

8400	9/1/2017 - 9/30/2017
8500	10/1/2017 - 10/31/2017
9400	9/1/2017 - 9/30/2017
9500	10/1/2017 - 10/31/2017

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager:

[REDACTED]
[REDACTED]
Navy Expeditionary Warfighting Development Center (NEXWDC)
Joint Expeditionary Base (JEB) Little Creek Fort Story
1650 Gator Blvd., Building 3509
Virginia Beach, VA 23459-2435
757-462-3569
[REDACTED]@navy.mil

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

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

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

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

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

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

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

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

(2) Be registered to use WAWF at <https://wawf.cb.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.cb.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).

COMBO

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

GOVERNMENT

(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.

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Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N00189
Admin DoDAAC	N00189
Inspect By DoDAAC	N40273
Ship To Code	N40273
LPO DoDAAC	N40273

(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.

ANTHONY.MOORE3@NAVY.MIL 757-462-4316 X 185

(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.

ANTHONY.MOORE3@NAVY.MIL 757-462-4316 X 185

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

(End of clause)

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: [REDACTED]
Address: 1968 Gilbert Street, Suite 600
Norfolk, VA 23511
Phone: [REDACTED]
[REDACTED]

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: [REDACTED]
Address: 1968 Gilbert Street, Suite 600
Norfolk, VA 23511

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Phone: [REDACTED]
Email: [REDACTED]

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: N/A
Address:
Phone:

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

Name: DFAS Cleveland
Address: P.O. Box 998022
Cleveland, OH 44199-8032

5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:
- Liaison with personnel at the Government installation and the contractor personnel on site;
 - Technical advice/recommendations/clarification on the statement of work;
 - The statement of work for delivery/task orders placed under this contract.
 - An independent government estimate of the effort described in the definitized statement of work;
 - Quality assurance of services performed and acceptance of the services or deliverables;
 - Government furnished property;
 - Security requirements on Government installation;
 - Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
 - Certification of invoice for payment.

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.

COR Name: [REDACTED]
Address: Navy Expeditionary Warfighting Development Center (NEXWDC)
Joint Expeditionary Base Little Creek
1650 Gator Blvd., Bldg. 3509
Virginia Beach, VA 23459-2435
Phone: [REDACTED]
Email: [REDACTED]

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

Alternate COR Name: N/A
Address:
Phone:

6. TECHNICAL ASSISTANT (TA), if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:
- Identifying contractor deficiencies to the COR;
 - Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
 - Identifying contractor noncompliance of reporting requirements;
 - Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
 - Reviewing contractor reports providing recommendations for acceptance/rejection;
 - Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;

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- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

TA Name: N/A
Address:
Phone:

7. ORDERING OFFICER (OO) is responsible for:
- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
 - b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
 - c. Obligating the funds by issuance of the delivery/task order;
 - d. Authorization for use of overtime;
 - e. Authorization to begin performance; and/or
 - f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to ----- pricing arrangements;
- b. No order shall be placed in excess of \$----- without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of -----.

OO Name: N/A
Address:
Phone:

(End of text)

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 Contracting Officer's Representative (COR) or someone else herein.
3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
4. The Contracting Officer's Representative (COR) 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 COR duties are as follows:

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a. Technical Interface

(1) The COR 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 COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR 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 COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR 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 COR'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 COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR 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 COR 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 COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR 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 COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR 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 COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

(3) The COR will provide the PCO and the CAO with copies of acceptance documents such as

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Certificates of Performance.

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

d. Contract Modifications. The COR 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 COR 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 COR 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 COR 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 COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR 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 COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR 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 COR 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 COR 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 COR. 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 COR.

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

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

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

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

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

g. Provide the COR 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 COR subsequent to any interface between the TA and contractor.

Accounting Data

SLINID	PR Number	Amount
800001	N4027314RC014AD	██████████
LLA :		
AA 1741804 60CC 252 4582A A 060951 2D C014AD 40273437QHGO		
900001	N4027314RC014AD	██████████
LLA :		
AA 1741804 60CC 252 4582A A 060951 2D C014AD 40273437QHGO		
BASE Funding 530162.08		
Cumulative Funding ██████████		
MOD 01		
800001	N4027314RC014AD	██████████
LLA :		
AA 1741804 60CC 252 4582A A 060951 2D C014AD 40273437QHGO		
900001	N4027314RC014AD	██████████
LLA :		
AA 1741804 60CC 252 4582A A 060951 2D C014AD 40273437QHGO		
MOD 01 Funding ██████████		
Cumulative Funding ██████████		
MOD 02		
8001	N4027315RC028AD	██████████
LLA :		
AB 1751804 60CC 252 4582A H 060951 2D C028AD 40273537MHGO		
Standard Number: N4027315RC028AD		
This provides full funding for CLIN 8001		
MOD 02 Funding ██████████		
Cumulative Funding ██████████		
MOD 03		
8100	N4027315RC034AD	██████████
LLA :		

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AC 1751804 60CC 252 4582A H 060951 2D C034AD 40273537MHGQ

9100 N4027315RC034AD

LLA :

AC 1751804 60CC 252 4582A H 060951 2D C034AD 40273537MHGQ

MOD 03 Funding

Cumulative Funding

MOD 04

900001 N4027314RC014AD

LLA :

AA 1741804 60CC 252 4582A A 060951 2D C014AD 40273437QHGG

MOD 04 Funding

Cumulative Funding

MOD 05 Funding

Cumulative Funding

MOD 06

900001 N4027314RC014AD

LLA :

AA 1741804 60CC 252 4582A A 060951 2D C014AD 40273437QHGG

900002 N4027315RC048AD

LLA :

AD 1751804 60CC 252 4582A H 060951 2D C048AD 40273537MHGQ

MOD 06 Funding

Cumulative Funding

MOD 07

8200 N4027316RC036AD

LLA :

AE 1761804 60CC 252 4582A H 060951 2D C036AD 40273637MHAQ

9200 N4027316RC036AD

LLA :

AE 1761804 60CC 252 4582A H 060951 2D C036AD 40273637MHAQ

MOD 07 Funding

Cumulative Funding

MOD 08 Funding 0.00

Cumulative Funding

MOD 09 Funding 0.00

Cumulative Funding

MOD 10 Funding 0.00

Cumulative Funding

MOD 11

8300 N4027317RC034AD

LLA :

AF 1771804 60CC 252 4582A H 060951 2D C034AD 40273737MHAQ

930001 N4027317RC034AD

LLA :

AF 1771804 60CC 252 4582A H 060951 2D C034AD 40273737MHAQ

MOD 11 Funding

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Cumulative Funding [REDACTED]

MOD 12

930002 N4027317RC034AD [REDACTED]

LLA :

AF 1771804 60CC 252 4582A H 060951 2D C034AD 40273737MHAQ

MOD 12 Funding [REDACTED]

Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteranowned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality	JAN 2017
52.204-2	Agreements or Statements Security Requirements	AUG 1996
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	OCT 2010
52.232-18	Availability of Funds	APR 1984
252.215-7007	Notice of Intent to Resolicit	JUN 2012
252.215-7008	Only One Offer	JUN 2012

DFARS Clause 252.203-7999, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2015-O0010)(FEB 2015)

CLAUSES INCORPORATED BY FULL TEXT

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 six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days of contract expiration.

(End of clause)

52.217-9 -- Option to Extend the Term of the Contract. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within seven (7) days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least ten (10) days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years and six (6) months.

(End of clause)

52.222-17 Nondisplacement of Qualified Workers. (JAN 2013)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

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(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or

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predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.

(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: displaced@dol.gov.

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible

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violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

(End of Clause)

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.

(End of Clause)

N00244H136 GOVERNMENT REVIEW OF RESUMES (AUG 1992) (FISC SAN DIEGO)

The Government reserves the right to review the resumes of contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualifications terms of the contract. Accordingly, the contractor shall furnish such resumes to the Contracting Officer upon request by the Contracting Officer's Representative, Ordering Officer or Contracting Officer.

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

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(a) Contract line item(s) 8300 through 9300 are incrementally funded. For these item(s), the sum of \$1,145,245.96 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 items(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 "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:

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On execution of contract [REDACTED]

June 30, 2017 - [REDACTED]

(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 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: NAVSUP Fleet Logistics Center Norfolk (FLCN) Warranted Contracting Officer
Address: 1968 Gilbert Street, Suite 600
Norfolk, VA 23511
Phone: 757-443-2066

(End of Clause)

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 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:

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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 (NACLC) 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 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

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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 in 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)

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SECTION J LIST OF ATTACHMENTS

Attachment I DD 254 Contract Security Classification Specification