

2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 28-Aug-2018	4. REQUISITION/PURCHASE REQ. NO. R5704615RCEXW41	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S0514A

NAVSUP FLC Norfolk, Code 200
1968 Gilbert Street Ste 600
Norfolk VA 23511-3392
ricky.jennings@navy.mil 757-443-1456

DCMA SAN DIEGO
9174 Sky Park Court, Suite 100
SAN DIEGO CA 92123-4353

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) R3 Strategic Support Group 1050 B Avenue, Suite A Coronado CA 92118	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-11-D-6661-FK02 10B. DATED (SEE ITEM 13) 29-Sep-2015
CAGE CODE 4WRF7 FACILITY CODE	[X]

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	
[X]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[]	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ricky E Jennings, Contracting Officer		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Ricky E Jennings (Signature of Contracting Officer)	28-Aug-2018

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GENERAL INFORMATION

The purpose of this modification is to correct an administrative error in the WAWF table by removing Admin DoDAAC N000189 and replacing with S0514A. 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].

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

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	R408	Labor support (O&MN,N)	12.0	MO	██████████	██████████
800001	R408	Funding Purposes Only - NECCPAC-EODGRU ONE (O&MN,N)				
800002	R408	Funding Purposes Only - COMNECC-EODGRU TWO (O&MN,N)				
8100	R408	Labor support: Option 1 (O&MN,N)	12.0	MO	██████████	██████████
810001	R408	Funding Purposes Only - NECCPAC-EODGRU ONE (O&MN,N)				
810002	R408	Funding Purposes Only - COMNECC-EODGRU TWO (O&MN,N)				
8101	R408	Labor support: Option One Three (3) guest speakers to administer a portion of the leadership curriculum in accordance with PWS. (O&MN,N)	1.0	MO	██████████	██████████
8200	R408	Labor support: Option 2 Three (3) guest speakers to administer a portion of the leadership curriculum in accordance with PWS. (O&MN,N)	12.0	MO	██████████	██████████
820001	R408	Incrementally Fund (O&MN,N)				
820002	R408	Incrementally Fund (O&MN,N)				
8300	R408	Labor support: Option 3 Three (3) guest speakers to administer a portion of the leadership curriculum in accordance with PWS. (O&MN,N)	12.0	MO	██████████	██████████
830001	R408	Funding Purposes Only - NECC PAC-EODGRU ONE (O&MN,N)				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	Travel (O&MN,N)	1.0	LO	██████████
900001	R408	Funding Purposes Only - NECCPAC-EODGRU ONE (O&MN,N)			
900002	R408	Funding Purposes Only - COMNECC-EODGRU TWO (O&MN,N)			
900003	R408	Funding Purposes Only - NECCPAC-EODGRU ONE (O&MN,N)			
900004	R408	Funding Purposes Only - NECCPAC-EODGRU ONE (O&MN,N)			
9100	R408	Travel: Option 1 (O&MN,N)	1.0	LO	██████████
910001	R408	Funding Purposes Only - NECCPAC-EODGRU ONE (O&MN,N)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
910002	R408	Funding Purposes Only - COMNECC-EODGRU TWO (O&MN,N)			
9200	R408	Travel: Option 2 (O&MN,N)	1.0	LO	██████████
920001	R408	Incrementally Fund (O&MN,N)			
920002	R408	Incrementally Fund (O&MN,N)			
9300	R408	Travel: Option 3 (O&MN,N)	1.0	LO	██████████
930001	R408	Funding Purposes Only - NECCPAC-EODGRU ONE (O&MN,N)			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement (PWS) EOD Leadership Continuum (EODLC) Program Manager Support

1.0 BACKGROUND:

Navy Expeditionary Combat Command (NECC) serves as the single functional command for the Navy's Expeditionary forces, and as central management of the readiness, resources, manning, training and equipping of those forces. NECC consolidates, aligns, and integrates diverse expeditionary capabilities and combat support elements to create consistent expeditionary practices, procedures, requirements, and logistics in the joint battle space. NECC's enterprise approach yields improved efficiencies and effectiveness through economies of scale and common processes.

U.S. Navy EOD currently lacks an institutionalized professional military development and leadership process that adequately prepares Junior and Mid-grade Officer and Enlisted personnel to effectively lead and manage EOD Forces during combat and non-combat operations.

Commander, Explosive Ordnance Disposal Group ONE (EODGRU ONE) and Explosive Ordnance Disposal Group TWO (EODGRU TWO) have a requirement for an EOD Warfare Officer and Enlisted EOD and Navy Diver (ND) professional development and military leadership program, identified as the EOD Leadership Continuum (EODLC). The EODLC is envisioned as a series of four training courses, Phases I-IV. Intentions are that the courses and curricula will be a Program of Record, supported by the NECC Program Objective Management (POM) process. To ensure successful program implementation, continued assistance in facilitating, processing student feedback, and identifying strengths and weaknesses of the course material and delivery are necessary. However, EODGRU ONE and TWO currently lack sufficient personnel to effectively develop, manage, coordinate and facilitate this additional requirement.

2.0 SCOPE:

The purpose of this support is to continually improve the existing curriculum. This support will also determine training capability gaps, make recommendations to correct deficiencies and update training materials as required, to create a performance-based leadership and professional development program that prepares EOD Force personnel to more effectively lead and manage the full spectrum of Navy EOD and diving missions.

Program Manager level support is required for the EODLC to further develop, facilitate, and make recommendations to refine and implement approved changes for future iterations of EOD Leadership Continuum Phase II, III, and IV courses. The anticipated support for this effort is to provide two (2) full time equivalents as a Program Manager will be required at each EOD location: San Diego, CA and Norfolk, VA.

3.0 TASKINGS:

The contractor shall provide the following:

3.1 EOD Leadership Continuum Refinement

- a. Facilitate Phase II, III and IV refinement through the capture and sharing of lessons learned to identify deficient areas for Government correction.
- b. Facilitate and lead Curriculum Management Working Groups.
- c. Manage and organize any curriculum update efforts.
- d. Refine curriculum and course topics based on inputs and guidance from NECC, EODGRU ONE and TWO,

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and through the recommendations of the Curriculum Management Working Groups.

3.2 Coordinate, schedule, and manage the delivery of Phase II, III and IV EOD Leadership Continuum courses

- a. Schedule instructors for each course topic, work within EODGRU ONE and TWO and subordinate units' staff to locate students and instructors, conduct necessary administration and communication, prepare instructors, facilitate determination of, obtain and disseminate Professional Readings, follow up as required, coordinate civilian and/or contracted instructors and scheduling, communicate with Flag support staff officers, attend, monitor, and manage all course convening's, coordinate with unit leadership at course convening locations, etc.
- b. Course facilitation of Phase II, III, and IV convening's, at EODGRU ONE and TWO
- c. Course convening's consist of: 4 x Phase II, 2 x Phase III, 2 x Phase IV per year are planned for both EODGRUs combined
- d. Major tasking includes: manage course scheduling, manage instructor designation and schedule for each course topic, working within EODGRU ONE and TWO and subordinate units' staff to locate students and instructors.
- e. Other facilitation requirements include: creation of student guides, instructor preparation, recommend, obtain and disseminate assigned Professional Readings, coordinate with and schedule civilian and/or contracted instructors, communicate with Flag support staff officers, attend, monitor, and manage all course convening's, coordinate with unit leadership at course convening locations, and other general administration, as required.
- f. Serve as advisor to Curriculum Control Authority to ensure standardization across EODGRU ONE and TWO.

3.3 Collect and analyze EOD Leadership Continuum course attendee demographic data and attendee and instructor critique/feedback information to include course content, scheduling and course presentation

- a. EODTEU ONE and TWO electronic forms will be used for collection of attendee demographic data and course critique/feedback.
- b. Data collected will be uploaded electronically to a centralized database, at EODGRU ONE or TWO, for course analysis.
- c. Reports will be generated and provided to EODGRUs ONE and TWO and EODTEU ONE within 10 days of course completion.

3.4 Record and deliver metrics and recommendations to Government on EOD Leadership Continuum course participants, lecturers/facilitators, and course schedule

- a. Provide Knowledge Management (i.e. storage, processing, and dissemination) of Contractor Lessons Learned Reports, Technology Recommendations, Course Policy Recommendations, all course critique data (raw and analyzed) to government personnel (EODTEU, EODGRU).
- b. Use collected course critique data to make recommendations to government personnel for improving future course iterations. Information shall be submitted on government-provided computing resources.
- c. Contractor will provide recommendations to support course improvement with each course convening. Information shall be submitted on government-provided computing resources.
- d. The Contractor and Government will work together to ensure the Government has this data when requested. Posting data to a SharePoint website is required.

3.5 Facilitate Face-to-face Government/Contractor Meetings

- a. The Contractor and Government shall agree on an established schedule (weekly/bi-weekly) for attending meetings and strategic planning sessions on the tasks performed under this PWS. EODGRU ONE and TWO will establish the time, location and agenda for these meetings. The Contractor will facilitate all other aspects to enable discussion congruent with EODGRU ONE and TWO timelines and requirements.

3.6 Deliverables and Reports

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3.6.1 Deliverables

- a. Assemble, implement a means to, and capture student and instructor feedback that is equivalent or more comprehensive than what is currently being utilized by EODTEU ONE and TWO
- b. Monitor Phase II, III and IV courses, collate lessons learned and provide to Government.
- c. Schedule and manage Phase II, III and IV courses.
- d. Develop Student Guides for Phase II, III and IV. Student Guides will contain relevant, necessary information for use during course delivery. The contents will be approved by Government and for Contractor production.
- e. All deliverables shall be compatible with a government-owned server.
- f. The contractor will provide weekly updates to the government on the status of deliverables through written and verbal communications to include participation in Commander's Update Briefs.
- g. Minutes from all meetings will be produced by Contractor and provided to Government monthly.

3.6.2 Monthly Status Reports

- a. The Contractor shall provide a list of completed task accomplishments, task deliverables and the dates these accomplishments and deliverables were completed via a Monthly Status Report. All monthly reports and notification of completed deliverables shall be provided to the government.

4.0 REQUISITE SKILLS:

Personnel provided under this PWS are critical to the mission of the Department of the Navy, therefore all personnel working under this requirement shall possess the following qualifications:

- o Four years military experience
- o Familiarity with recent (within last 5 years) Department of Defense (DoD) Expeditionary Warfare mission sets, community values, initiatives, force structure, deployment optempo, strategic initiatives, integration and supported units/commands
- o Demonstrate ability to lead and facilitate a Curriculum Development and Management Working Group, consisting of internal and external members, to update curriculum for future iterations
- o Familiarity with EODGRU ONE and TWO, EODTEU ONE and TWO, and Curriculum Control Authority roles and responsibilities in accordance with the Navy School Management Manual (NAVEDTRA 135C).
- o Working knowledge of curriculum development standards
- o EOD Qualified Officer (1140) or EOD Warfare Qualified Senior Enlisted (5337)
- o Demonstrate ability to coordinate and schedule EODLC training courses of instruction
- o Demonstrate ability to inform the Naval Education and Training Command process
- o Demonstrate ability to coordinate with external EOD commands and Higher Headquarters
- o Strong communication skills; ability to communicate with military personnel in a military environment
- o Microsoft Office skills
- o Knowledge of Naval or Joint Planning Process
- o Familiarity with recent (within last 5 years) Navy EOD and Mobile Diving and Salvage Unit (MDSU) units, mission sets, community values, initiatives, force structure, deployment schedules, strategic initiatives, integration and supported units/commands
- o Over 5 years' experience in education of leadership
- o DoD Staff experience and/or Joint Professional Military Education Phase 1
- o Familiarity with Naval Correspondence as per SECNAV M-5216.5
- o Possess and maintain a current Secret clearance

5.0 OTHER PERFORMANCE REQUIREMENTS:

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5.1 CERTIFICATION:

If the Government questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain the person as qualified as prescribed herein shall be upon the contractor.

5.2 CONTRACT ORIENTATION BRIEFING:

After award, the Contractor shall participate in contract orientation briefing with EODGRU ONE and TWO. The intent of the briefing is to initiate the communication process between EODGRU ONE and TWO and the Contractor by introducing key task participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of subtask requirements and objectives. The orientation briefing will be held at EODGRU ONE or TWO or another mutually agreed upon location. Date and time will be mutually agreed upon by both parties.

5.3 SECURITY REQUIREMENTS:

5.3.1 All personnel shall have a current Defense Security Service issued **Secret** clearance at time of award with a current single scope background investigation, which must be maintained during the performance of this contract.

5.3.2 Contractor shall conform to the provisions of OPNAVINST 5510.1 (series) and Department of the Navy Information and Personnel Security Program regulations. DD Form 254 will be provided at the time of award.

5.3.3 The Contractor shall comply with all Automated Information System (AIS) security requirements in accordance with OPNAV 5239.1 (Series). In addition, any ADP product (disk, tape or hard copy) prepared by the contractor for the government (whether produced on government or Contractor-owned equipment) will be the property of the government. The Contractor shall be required to adhere to command policies on the handling of all AIS materials.

5.3.4 The government will issue all Contractor employees working under this contract a government Common Access Card (CAC). This card authorizes the Contractor computer and facility access during the performance of this contract. The Contractor shall provide all required information and ensure that employees are capable of obtaining a CAC at time of award.

5.3.5 The Contractor shall adhere to all access requirements as established by the government facility to obtain access. The Contractor shall provide all required information and ensure that employees are capable of obtaining base entry by contract start date.

5.3.6 The Contractor shall advise the COR of contractor personnel who become an employee or ex-employee. The Contractor shall contact the COR whenever a contracted employee resigns, is dismissed, laid-off, or if a change to his/her personnel security clearance status occurs. Additionally, the Contractor shall ensure all ex-employee security access badges are returned to the appropriate military authority.

5.4 GOVERNMENT EQUIPMENT:

5.4.1 The Contractor shall be given access to on-site training equipment, aids, devices, classrooms, office facilities, computers, instructional media material, technical manuals, specialized publications, classified information. The government shall provide office furnishing (desks, chairs, file cabinets) for contractor personnel located at:

- EODGRU ONE San Diego, CA
- EODGRU TWO Norfolk, VA

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5.4.2 As required, the government will provide access to computers (NMCI and SIPRNET) and software, printers and copier equipment for administrative duties and correspondence at the above locations. The government will provide all office consumables (e.g. paper, pens, folders, ADP media) as required.

5.4.3. The Government will provide contractor personnel with a Military e-mail account and address that shall be used for all official correspondence with and between the Government.

5.5 DISCLOSURE OF INFORMATION:

5.5.1 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.

5.5.2 Information made available to the contractor by the government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

5.5.3 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.

5.5.4 The Contractor shall be responsible for safeguarding all government property provided for contractor use. At the end of normal duty hours and/or after normal duty hours, all government facilities, equipment and materials must be secured.

5.6 CONTRACTOR INTERFACES:

The Contractor and/or his subcontractors may be required as part of the performance of this effort to work with other Contractors working for the government. Such other contractors shall not direct this contractor and/or their subcontractors in any manner. Also, this Contractor and/or their subcontractors shall not direct the work of other Contractors in any manner.

5.7 HOURS OF WORK:

Normal working hours are 7:30 AM to 4:00 PM, Monday through Friday, with the exception of Federal government holidays, and include an allowance for a 30 minute lunch period. However, there may be circumstances where work hours may be adjusted to meet mission critical requirements.

5.8 GOVERNMENT HOLIDAYS:

The following government holidays are typically observed by government personnel: New Years' Day, Martin Luther King's Birthday, Presidential Inauguration Day (metropolitan DC area only), 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.

5.9 PERIOD OF PERFORMANCE:

The period of performance for this PWS is the date of award for 12 months, and will include three (3) one-year

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option periods. It is anticipated that services will begin 30 September 2015.

5.10 TRAVEL:

The Contractor will be required to travel to multiple locations such as Panama City, FL; Norfolk, VA and San Diego, CA in support of the execution of the courses, as identified within this PWS. The Government shall approve all travel. All approved travel exceeding a 50 mile radius will be reimbursed in accordance with the JTR. Travel will be conducted and invoiced in accordance with the Joint Travel Regulations (JTR). The Government provided amounts for estimated travel (not to exceed) for the base year and options are addressed in Section L of the solicitation. Travel will approximately be 20% of the time per year.

6.0 ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA):

The contractor shall report vendor labor hours (including sub-contractor labor hours) required for performance of services provided under this contract 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;
- (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>.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

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

1. Performance Standards
 - a. Schedule - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).
 - b. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.
 - c. Past Performance - In addition to any schedule, and deliverable aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor’s record of conforming to contract requirements and to standards of good workmanship, the contractor’s adherence to contract schedules including the administrative aspects of performance, the contractor’s history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor’s business-like concern for the interest of the customer.
2. Surveillance methods: The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic inspection, and validated customer complaints.
3. Performance Measurement: Performance will be measured in accordance with the following matrix table:

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Training Materials (Student/Instructor Guides)	Deliver Copy of Materials to COR	Review of Material by the COR	Within 30 days of contract award	>98% accuracy
Student and Instructor Evaluation	Feedback on course content, scheduling and delivery	Inspection by COR.	Monthly	98% delivery of courses on time.
Quarterly Contract Performance	Quarterly report of number of courses completed and students trained.	Report of performance requirement delivered to the COR.	Quarterly	98% reports on time.
Overall Contract Performance	Inspection by COR	NLT 30 after completion of contract	NLT 30 after completion of contract	>90% of all performance elements rated Satisfactory (or higher) 98% accuracy

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

Contracting Officer Representative (COR):

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EODGRU ONE COR is responsible for technical management of this program. The PCO (Procuring Contracting Officer) is the only person authorized to make and approve changes to this PWS or contract.

Incentives/Disincentives:

The COR makes an annual report on Contractor Performance via CPARS or other annual report that may be required. The contractor's failure to achieve satisfactory performance under the contract/task order, reflected in the COR's annual report, may result in termination of the contract/task order and may also result in the loss of future Government contracts/task orders. The contractor's failure to achieve satisfactory performance under the contract/task order may result in the non-exercise of available options.

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

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000	9/30/2015 - 9/29/2016
8100	9/30/2016 - 9/29/2017
8101	9/30/2016 - 9/29/2017
8200	9/30/2017 - 9/29/2018
8300	9/30/2018 - 9/29/2019
9000	9/30/2015 - 9/29/2016
9100	9/30/2016 - 9/29/2017
9200	9/30/2017 - 9/29/2018
9300	9/30/2018 - 9/29/2019

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the base year are as follows:

8000	9/30/2015 - 9/29/2016
9000	9/30/2015 - 9/29/2016

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

8100	9/30/2016 - 9/29/2017
9100	9/30/2016 - 9/29/2017
8200	9/30/2017 - 9/29/2018
9200	9/30/2017 - 9/29/2018
8300	9/30/2018 - 9/29/2019
9300	9/30/2018 - 9/29/2019

Services to be performed hereunder will be provided in San Diego, CA and Norfolk, VA as specified in the PWS.

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SECTION G CONTRACT ADMINISTRATION DATA

252.204-7006 Billing Instructions

As prescribed in 204.7109, use the following clause:

BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

252.204-0004 Line Item Specific: by Fiscal Year. (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

(End of text)

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

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

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

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

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

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

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

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

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

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

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

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

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

2-IN-1

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

Not applicable

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

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00189
Admin DoDAAC	S0514A
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	R30202
Service Acceptor (DoDAAC)	R30202
Accept at Other DoDAAC	
LPO DoDAAC	R30202
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

MULTIPLE INVOICES AND PAYMENTS ARE PERMITTED

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

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

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(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

James.Babcock2@navy.mil

Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) WAWF point of contact.

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

LCDR James Babcock

619-522-7571

James.Babcock2@navy.mil

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

5252.243-9400 Authorized Changes Only By the Contracting Officer

(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 of the Contracting Officer is:

Name: FLC Norfolk Contracting Officer

Address: Fleet Logistics Center Norfolk - Code 200

1968 Gilbert St. Suite 600

Norfolk, VA 23511

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(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: FLC Norfolk Contracting Officer

Address: Fleet Logistics Center Norfolk - Code 200

1968 Gilbert St. Suite 600

Norfolk, VA 23511

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: FLC Norfolk Contracting Officer

Address: Fleet Logistics Center Norfolk - Code 200

1968 Gilbert St. Suite 600

Norfolk, VA 23511

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.

Not Applicable

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

(HQ0339) DFAS Columbus Center, West Entitlement

5. CONTRACTING OFFICER REPRESENTATIVE (COR) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;

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- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

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.**

Name: Steven Joyce

Address: EODTEU-ONE N4 Dept
33000 Nixie Way
Bldg 50, Suite 245
San Diego, CA 92147-5109
(619) 524-5119

(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 Representative (COR) or someone else herein.
3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
4. The 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

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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:

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 or CAO.

(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 or CAO 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 or CAO 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 or CAO, 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 or CAO 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 or CAO) 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

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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 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 or CAO 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.

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 or CAO, of a written, annual evaluation of the contractor's 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

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support the recommendation.

c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the 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	R5704615RCEXW41	[REDACTED]
LLA :		
AA 1751804 70CC 252 57046 C 068688 2D CEXW41 57046537M2XQ		
Funding will be 50/50 split between: NECCPAC-EODGRU ONE & COMNECC-EODGRU TWO		
800002	N4027315RC045AD	[REDACTED]
LLA :		
AB 1751804 60CC 252 4582A D 060951 2D C045AD 40273537JGAQ		
Funding will be 50/50 split between: NECCPAC-EODGRU ONE & COMNECC-EODGRU TWO		
900001	R5705615RCEXW41	[REDACTED]
LLA :		
AA 1751804 70CC 252 57046 C 068688 2D CEXW41 57046537M2XQ		
Funding will be 50/50 split between: NECCPAC-EODGRU ONE & COMNECC-EODGRU TWO		
900002	N4027315RC045AD	[REDACTED]
LLA :		
AB 1751804 60CC 252 4582A D 060951 2D C045AD 40273537JGAQ		
Funding will be 50/50 split between: NECCPAC-EODGRU ONE & COMNECC-EODGRU TWO		
BASE Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD 01		
900003	R5532116RCE1W08	[REDACTED]
LLA :		
AC 1761804 70CC 251 57046 C 068688 2D CE1W08 55321637M21Q		

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MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

900004 R5532116RCE1W08 [REDACTED]
LLA :
AC 1761804 70CC 251 57046 C 068688 2D CE1W08 55321637M21Q

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

810001 R5704616RCE1032 [REDACTED]
LLA :
AD 1761804 70CC 251 57046 C 068688 2D CE1032 57046637MQXQ

810002 N4027316RC064AD [REDACTED]
LLA :
AE 1761804 60CC 252 4582A D 060951 2D C064AD 40273637JGAQ

910001 R5704616RCE1032 [REDACTED]
LLA :
AD 1761804 70CC 251 57046 C 068688 2D CE1032 57046637MQXQ

910002 N4027316RC064AD [REDACTED]
LLA :
AE 1761804 60CC 252 4582A D 060951 2D C064AD 40273637JGAQ

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 04

8101 R5532117RCE1036 [REDACTED]
LLA :
AF 1771804 70CC 251 57046 C 068688 2D CE1036 55321737JQ1Q

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

820001 R5532117RCE1W41 [REDACTED]
LLA :
AG 1771804 70CC 251 57046 C 068688 2D CE1W41 55321737M21Q

920001 R5532117RCE1W41 [REDACTED]
LLA :
AG 1771804 70CC 251 57046 C 068688 2D CE1W41 55321737M21Q

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

820002 N4027317RC081AD [REDACTED]
LLA :
AH 1771804 60CC 252 4582A D 060951 2D C081AD 40273737JGAQ

920002 N4027317RC081AD [REDACTED]
LLA :
AH 1771804 60CC 252 4582A D 060951 2D C081AD 40273737JGAQ

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MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07

830001 R5532118RCE1034 [REDACTED]
LLA :
AJ 1781804 70CC 251 57046 C 068688 2D CE1034 55321837JQ1Q

930001 R5532118RCE1034 [REDACTED]
LLA :
AJ 1781804 70CC 251 57046 C 068688 2D CE1034 55321837JQ1Q

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08 Funding 0.00
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 Veteran Owned 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.

(end of text)

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

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

APPLICABILITY

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

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

ACCESS TO FEDERAL FACILITIES

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

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are

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therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain. Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date. When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

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

DENIAL OR TERMINATION OF ACCESS

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

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security

Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

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

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

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- 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. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required. Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. 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. The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation 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 determination. If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. 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.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

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 United States (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 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 (or an electronic fingerprint submission)

Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

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

(End of text)

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SECTION I CONTRACT CLAUSES

- 52.203-3 Gratuities
- 52.203-6 Restrictions on Subcontractor Sales to the Government with Alternate I
- 52.204-2 Security Requirements
- 52.204-9 Personal Identity Verification of Contractor Personnel
- 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards
- 52.204-13 System for Award Management Maintenance
- 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
- 52.209-10 Prohibition on Contracting with Inverted Domestic Corporations
- 52.219-8 Utilization of Small Business Concerns
- 52.219-13 Notice of Set-Aside of Orders
- 52.219-27 Notice of Service-Disabled Veteran-Owned Small Business Set-Aside
- 52.219-28 Post Award Small Business Program Representation
- 52.222-3 Convict Labor
- 52.222-19 Child Labor—Cooperation with Authorities and Remedies
- 52.222-21 Prohibition of Segregated Facilities
- 52.222-26 Equal Opportunity
- 52.222-35 Equal Opportunity for Veterans
- 52.222-36 Equal Opportunity for Workers with Disabilities
- 52.222-37 Employment Reports on Veterans
- 52.222-40 Notification of Employee Rights Under the National Labor Relations Act
- 52.222-50 Combating Trafficking in Persons
- 52.222-54 Employment Eligibility Verification
- 52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving
- 52.225-13 Restrictions on Certain Foreign Purchases
- 52.232-18 Availability Of Funds
- 52.232-33 Payment by Electronic Funds Transfer—System for Award Management
- 52.232-39 Unenforceability of Unauthorized Obligations
- 52.232-40 Providing Accelerated Payments to Small Business Subcontractors

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52.233-1 Alt I Disputes

52.237-2 Protection Of Government Buildings, Equipment, And Vegetation

52.243-1 Alt I Changes--Fixed Price - Alternate I

52.245-1 Alt I Government Property Alternate I

52.247-34 F.O.B. Destination

252.201-7000 Contracting Officer's Representative

252.203-7000 Requirements Relating to Compensation of Former DoD Officials

252.204-7003 Control Of Government Personnel Work Product

252.204-7012 Safeguarding of Unclassified Controlled Technical Information

252.204-7015 Disclosure of Information to Litigation Support Contractors

252.205-7000 Provision Of Information To Cooperative Agreement Holders

252.209-7004 Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism

252.223-7006 Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials

252.225-7001 Buy American And Balance Of Payments Program-- Basic (Nov 2014)

252.225-7048 Export-Controlled Items

252.225-7002 Qualifying Country Sources As Subcontractors

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports

252.232-7007 Limitation of Funds-FFP

252.237-7010 Prohibition on Interrogation of Detainees by Contractor Personnel

252.243-7002 Requests for Equitable Adjustment

252.247-7023 Transportation of Supplies by Sea

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within **7 days**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **14 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 **48 months**.

(End of clause)

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252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-O0010) (FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

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

(a) Contract line items 8300 through 9300 are incrementally funded. For these items, the sum of [REDACTED] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

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

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(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:

On execution of contract [REDACTED]

The remainder of funds for CLINs 8300 & 9300 - [REDACTED]

(End of clause)

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SECTION J LIST OF ATTACHMENTS

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