

ORDER FOR SUPPLIES OR SERVICES (FINAL)

PAGE 1 OF

2

| | | | | | | | | | | | | | |
|---|--|--|--|---|--|--|--|---|--|---|--|------------------------|--|
| 1. CONTRACT NO. N00178-04-D-4024 | | | | 2. DELIVERY ORDER NO. EX09 | | 3. EFFECTIVE DATE 2013 Aug 24 | | 4. PURCH REQUEST NO. N6298013RCGG402 | | 5. PRIORITY Unrated | | | |
| 6. ISSUED BY NAVSUP FLC Norfolk, Detachment Philadelphia 700 Robbins Avenue, Bldg. 2B Philadelphia PA 19111-5083 | | | | CODE N00189 | | 7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342 | | | | CODE S2404A | | | |
| | | | | | | | | | | 8. DELIVERY FOB | | | |
| | | | | | | | | | | DESTINATION | | | |
| | | | | | | | | | | OTHER (See Schedule if other) | | | |
| 9. CONTRACTOR BOOZ ALLEN HAMILTON INC 8283 Greensboro Drive McLean VA 22102 | | | | CODE 17038 | | FACILITY | | 10. DELIVER TO FOB POINT BY (Date) See Schedule | | 11. X IF BUSINESS IS | | | |
| | | | | | | | | 12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW | | SMALL | | | |
| | | | | | | | | | | SMALL DISADVANTAGED | | | |
| | | | | | | | | | | WOMEN-OWNED | | | |
| | | | | | | | | 13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G | | | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 14. SHIP TO See Section D | | | | CODE | | 15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264 | | | | CODE HQ0338 | | | |
| | | | | | | | | | | MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2. | | | |
| | | | | | | | | | | | | | |
| | | | | | | | | | | | | | |
| 16. TYPE OF ORDER | | | | | | | | | | | | | |
| DELIVERY/ CALL | | X | | This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract. | | | | | | | | | |
| PURCHASE | | | | Reference your _____ furnish the following on terms specified herein. | | | | | | | | | |
| ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. | | | | | | | | | | | | | |
| <div style="display: flex; justify-content: space-between;"> <div>BOOZ ALLEN HAMILTON INC</div> <div>Steven Fredericks Seaport-e BMO (McLean)</div> </div> | | | | | | | | | | | | | |
| NAME OF CONTRACTOR | | | | SIGNATURE | | | | TYPED NAME AND TITLE | | | | DATE SIGNED (YYYYMMDD) | |
| <input type="checkbox"/> | | | | If this box is marked, supplier must sign Acceptance and return the following number of copies: | | | | | | | | | |
| 17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule | | | | | | | | | | | | | |
| 18. ITEM NO. | | 19. SCHEDULE OF SUPPLIES/SERVICES | | | | 20. QUANTITY ORDERED/ ACCEPTED * | | 21. UNIT | | 22. UNIT PRICE | | 23. AMOUNT | |
| | | See Schedule | | | | | | | | | | | |
| *If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | | | | | | 24. UNITED STATES OF AMERICA | | | | 25. TOTAL | | \$326,715.00 | |
| | | | | | | BY: /s/Brian Excell 08/22/2013 CONTRACTING/ORDERING OFFICER | | | | 26. DIFFERENCES | | | |
| | | | | | | | | | | | | | |
| 27a. QUANTITY IN COLUMN 20 HAS BEEN | | | | | | | | | | | | | |
| INSPECTED | | RECEIVED | | ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED: | | | | | | | | | |
| b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | c. DATE | | d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | |
| e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | | | | | 28. SHIP NO. | | 29. D.O. VOUCHER NO. | | 30. INITIALS | | | |
| | | | | | | PARTIAL | | 32. PAID BY | | 33. AMOUNT VERIFIED CORRECT FOR | | | |
| | | | | | | FINAL | | | | | | | |
| f. TELEPHONE | | g. E-MAIL ADDRESS | | | | 31. PAYMENT COMPLETE | | 34. CHECK NUMBER | | | | | |
| 36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT. | | | | | | 31. PAYMENT COMPLETE | | 34. CHECK NUMBER | | | | | |
| a. DATE | | b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | | | | PARTIAL | | 35. BILL OF LADING NO. | | | | | |
| | | | | | | FULL | | | | | | | |
| 37. RECEIVED AT | | 38. RECEIVED BY (Print) | | 39. DATE RECEIVED | | 40. TOTAL CON-TAINERS | | 41. S/R ACCOUNT NUMBER | | 42. S/R VOUCHER NO. | | | |
| | | | | | | | | | | | | | |

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GENERAL INFORMATION

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

| Item | PSC Code | Supplies/Services | Qty | Unit | Unit Price | Total Price |
|-------|----------|---|------|------|-------------|--------------|
| ----- | ----- | ----- | ---- | ---- | ----- | ----- |
| 5001 | R410 | Strategic Planning Support (O&MN,N) | 12.0 | MO | \$27,226.25 | \$326,715.00 |
| 8002 | R410 | Strategic Planning Support (O&MN,N) Option | 12.0 | MO | \$27,649.44 | \$331,793.28 |
| 8003 | R410 | Strategic Planning Support (O&MN,N) Option | 12.0 | MO | \$27,924.40 | \$335,092.80 |

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

Modification to BUPERS Millington/Navy Personnel Command Strategic Planning and Roadmap
Development Initiative
BUPERS Millington/Navy Personnel Command

1.0 BACKGROUND:

DCNP/CNPC directed development and ongoing requirement for a BUPERS Millington (BPM) and Navy Personnel Command (NPC) Strategic Plan and Strategic Planning Process to supplement and support the SECNAV 21st Century Sailor and Marine; CNO Sailing Directions; Defense Strategic Guidance; Manpower, Personnel, Training, and Education (MPTE) Domain Strategic Guidance - MPTE – Navy’s Total Force Vision for the 21st Century; and support the MPTE strategic vision and commitment to the professional development of BPM/NPC personnel with the skills required to effectively perform the mission of manning the providing Sailors with quality Human Resource (HR) Services to Sailors, Veterans, and other authorized constituents.

2.0 SCOPE/OBJECTIVE

The BPM/NPC Strategic Planning Process is an ongoing and evolutionary process that supports the basic tenants of the supply chain that enables BPM/NPC to effectively man the Fleet and provide quality HR services supporting a life-long continuum of support to Sailors, Veterans and their families. The Strategic Plan establishes BPM/NPC vision, mission, and guiding principles to provide a clear and consistent roadmap for our personnel to achieve this mission.

The strategic planning process is both iterative and repeatable to continually reaffirm our alignment with higher level guidance and strategies, and periodically refresh, refine, execute, measure, sustain and assess the plan, desired ends, initiatives and deliverables. Engagement is built upon three tenants:

- Program Stewardship of the Executive Leadership Team (consisting of the Commander and BPM/NPC Department Heads and with the support of the Council of Deputies) for governance and program management of agreed upon targeted capabilities and to integrate activities to achieve strategic transformation desired effects;
- Capability Development for core services and enabler lines of business and business services to define, build, deploy, and sustain targeted capabilities to implement and achieve our future state strategic initiatives;
- Leadership, management, individual and organizational ownership and commitment for total

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BPM/NPC workforce engagement; continual professional development and process improvement to achieve organizational effectiveness at all levels; and results oriented performance to enable effective fleet manning and efficient delivery of HR services.

Current efforts have laid the foundational products and structure of BPM/NPC Strategic Planning activities:

- 2020 Vision (revised) Strategic Plan
- Bi-Annual Business Plan
- Fiscal Year Annual Report
- Communications Plan
- Periodic Executive Leadership Strategic Planning sessions

Continuing efforts focus on assessing alignment with OPNAV N1/Chief of Naval Personnel strategic guidance and initiatives and that of Chief of Naval Personnel, Secretary of the Navy and other guidance documents as applicable to the delivery of the identified BPM/NPC strategic goals, targeted capabilities, future state and desired results. Intent is to further define key performance metrics at every organizational level to establish a baseline and subsequently measure progress toward achieving targeted capabilities, future state, and desired results.

While our current strategic plan has been established, it is essential that the critical components and structure be refined to ensure repeatable, sustainable, and measurable processes. Linkages must be clearly aligned to larger Navy objectives as well as the ability to articulate and continually recalibrate that alignment over time. Any interruption to envision, define, design, develop, execute and sustain this repeatable process would break the cycle to define and redefine our capability and capacity to effectively man the fleet and deliver quality HR services and products to all constituents.

Accountability for progress toward attaining the command's strategic business goals relies on the deliberate planning of supporting initiatives, reporting on key performance measures and monitoring processes as established in the Departmental Plans of Action (DPoA). Refining, executing, and sustaining DPoAs will enable a strategically aligned organization that is engaged and productive. Knowing and defining the organization and its work enables strategic resourcing, targeted workforce development and delivery of key performance metrics to track progress and deliverables.

Our efforts to:

- Understand where we are in relation to the desired end state;
- Continuously refine the desired end state and how to get there;
- Align our organizational efforts;
- Govern our decision making processes, and prioritize and align our investment decisions to our strategy;
- and continually improve organizational performance as a corporate imperative

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will instill the progressive and repeatable results oriented performance that meets our mission to provide ready Sailors to the Fleet; deliver quality HR services; and to build and sustain a knowledgeable and productive workforce and work environment.

3.0 SPECIFIC TASKS AND DELIVERABLES

3.1 Specific Tasks

3.1.1 Envision, design, develop, execute, and sustain Core Command Strategic Planning Documents and Products

- 2020 Vision (Revised) Strategic Plan
 - Baseline and foundational document for all other planning activities, venues, formats, and sessions. Establishes Commander's Intent and identifies core missions and enabling services. Outlines the strategic focus areas aligned to BPM /NPC Mission and Vision. Further cascading identifies customer needs, value statements, targeted capabilities, current/future state, and 2020 desired effects.
- FY14-15 Business Plan
 - Two year project plan aligned to the 2020 (Revised) Strategic Plan detailing projects, major milestones, key performance indicators, risk analysis, and stakeholders. It is a project management tool for near-term strategic change initiatives.
- FY13 Annual Report
 - Review of command-wide progress toward the 2020 Strategy. Annual Report is a business communications tool for external customers and internal workforce featuring departmental financial and manpower data, production metrics and notable mission achievements with a focus on our workforce.

End Effect:

- Repeatable and sustainable process and products to instantiate strategic planning and accountability for measurable performance as the methodology for BPM/NPC business and service delivery transformation.

3.1.2 Provide ongoing support for various leadership and management strategic planning sessions and events via multiple venues.

- Focus Area (FA) Support
 - Continue support for each strategic focus area, including support to the Champion/support team (for external facing FAs) and each Department (for the internal facing FA), Focus Area Vision Groups for leadership and management alignment, cross functional communications, strategic vision energy/direction, and accountability for results through leadership briefs,

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meetings, products, key performance metrics, etc.

- Executive Leadership Strategic Planning Activities
 - Support quarterly (or as required) Executive Leadership Team (ELT) off-sites and strategic planning sessions including session planning, facilitation, providing working and final products to aid leadership alignment, production metrics, after-action reports, and subsequent planning and action plans to further progress toward the desired end-state.
- Management Level/Department and Staff Office Deputy Support
 - Support management level/deputies/staff offices in various venues in the planning and executing of DPoAs, developing and tracking key performance indicators, and other strategic activities and product development. Collaboration, strategic communications and accountability for results foster the Council of Deputies and Executive Leadership Team into Leadership Communities of Practice and incrementally improve their effectiveness in leading and directing the workforce to achieve the desired end state articulated in the 2020 Vision.
- Strategic Communications for Leadership and Management
 - Support the full spectrum of internal and external strategic communications formats and events as needed by leadership and change management teams.

End Effect:

- A cohesive, interactive, and aligned leadership and management team highly engaged in business governance, successfully managing change and achieving results.

3.1.3 Develop and sustain command and department level key performance metrics, analytic and feedback mechanisms

- Operational Key Performance Dashboard (Level 2)
 - Continue current performance management work supporting each department (Level 1) to create Key Performance Indicators (KPI) Dashboard highlighting outputs (Level 2).
- FY14 Strengths, Weaknesses, Opportunities, and Threats Analysis (SWOT)
 - Update command SWOT analysis, based on input from updated departmental/staff code SWOT analysis.
- Departmental Strategic Consulting & Change Management
 - Support departments/staff codes in design/facilitation of business planning activities and products, specifically: SWOT analysis, DPoA roadmaps, key performance metrics, briefing content, workforce engagement; identify opportunities for continuous process improvement; plan, execute, and capture lessons learned from change management activities, and teambuilding.

End Effect:

- Strategic Planning facilitation and tools to produce and execute a departmental business plan aligned to the 2020 Vision, develop key performance measures, and identify continuous process

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improvement opportunities and measure performance and results.

3.2 Deliverables

3.2.1 Core Command Strategic Planning Documents and Products

FY13 4th Quarter

- FY13 Annual Report POAM
- FY13/14 Business Plan Progress Report
- FY14 Business Plan Adjustments POAM

FY14 1st Quarter

- FY13 Annual Report
 - DCNPC First Draft due 1 Dec
 - CNPC First Draft due 15 Dec
- FY14 Business Plan Initiatives Outline
 - Final Draft due to DCNPC 15 Dec

FY14 2nd Quarter

- FY14 Business Plan Progress Report

FY14 3rd Quarter

- FY14 Business Plan Progress Report
- FY14/15 Business Plan Update POAM

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3.2.2 Leadership and Management Planning Sessions & Events

FY13 4th Quarter

Support for Leadership and Management Recurring Events
(Sunshine/Council of Deputies/Focus Area Vision Groups, DPOAs, etc.)
Plan, facilitate, provide products and reports for Executive Leadership Team
(ELT) Offsite and other Strategic Planning sessions
Support for Strategic Communications events as required
Conduct Departmental SWOTs as a baseline for a command-wide SWOT

update

FY14 1st Quarter

Support for Leadership and Management Recurring Events
(Sunshine/Council of Deputies/Focus Area Vision Groups, DPOAs, etc.)
Plan, facilitate, provide products for Executive Leadership Team
(ELT) Offsite and other Strategic Planning sessions
Support for Strategic Communications events as required
Facilitate development of command-wide SWOT update

FY14 2nd Quarter

Support for Leadership and Management Recurring Events
(Sunshine/Council of Deputies/Focus Area Vision Groups, DPOAs,
etc.)
Plan, facilitate, provide products for Executive Leadership Team
(ELT) Offsite and other Strategic Planning sessions
Support for Strategic Communications events as required
Deliver Final command-wide SWOT update

FY14 3rd Quarter

Support for Leadership and Management Recurring Events
(Sunshine/Council of Deputies/Focus Area Vision Groups, DPOAs,
etc.)
Plan, facilitate, provide products for Executive Leadership Team
(ELT) Offsite and other Strategic Planning sessions
Support for Strategic Communications events as required

General: Support Leadership and Management Planning Sessions, & Events as required to include various strategic communications formats and interactions.

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3.2.3. Develop and sustain command and code level key performance indicators and analytic and feedback tools and mechanisms

FY13 4th Quarter

Initial draft Strategic Operational Key Performance Dashboards
Support Departmental Strategic Planning, Consulting,
Change Management, as required

FY14 1st Quarter

Finalize initial Operational Key Performance Dashboards
Support Departmental Strategic Planning, Consulting,
Change Management, as required

FY14 2nd Quarter

Refine Operational Key Performance Dashboards
Support Departmental Strategic Planning, Consulting,
Change Management, as required

FY14 3rd Quarter

Refine Operational Key Performance Dashboards
POAM for FY15 Operational Key Performance Dashboards
Support for Departmental Strategic Planning, Consulting,
Change Management, as required

3.3 Task: The contractor shall employ, demonstrate, and utilize proven executive strategic planning principles, techniques, methodologies, and tools that provide an integrated process, visibility, measures and management controls needed for command level/command wide strategic planning efforts and support of command executive leaders and leadership/management teams.

3.4 Task: The contractor shall build and maintain a repository of all working documents and final documents on the storage site location and in the library format as selected by the government.

4.0 PERFORMANCE

The contractor will provide:

4.1 An overall Project Management Plan delivered two weeks after contract award.

4.2 Monthly Contract Status Reports (or as requested by the COR) describing accomplishments, problems, work-arounds, task milestone charts and future areas of concentration. These reports shall provide an accounting of the hours and funds that were expended for the month and hours and funds remaining per contractor personnel as well as cumulative.

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4.3 A quarterly review of deliverables.

4.4 A final report documenting analyses, conclusions and recommendations.

4.5 Written deliverables will be presented to:

Ms. Pam Gowdy, Contract Support Administrator (CSA)
Navy Personnel Command
PERS-00B
5722 Integrity Drive
Millington, TN 38055

Electronic deliverables: Pamela.gowdy@navy.mil and diane.lofink@navy.mil

5.0 PERIOD OF PERFORMANCE

The period of performance shall be for one (1) Base Year of 12 months and includes two (2) 12-month options years. The period of performance begins on 24 August 2013.

6.0 PLACE OF PERFORMANCE

The Place of Performance is Navy Personnel Command, Building 791, Room B107, 5720 Integrity Drive, Millington, TN 38055.

7.0 TRAVEL

No travel is anticipated.

8.0 CONFIDENTIALITY

This task order, data, and all materials provided to the Contractor by the Government; or information, data, materials developed by the contractor ; or discussion during individual performance coaching/other session; and results, conclusions and recommendations obtained thereof shall be considered confidential in nature and treated with the same level of care that the Contractor treats its own confidential business information. The information shall not be disclosed, copied, modified, used (except in the completion of this project) or otherwise disseminated to any other person or entity at any time to include, but not limited to, inclusion in any database external to the Government without the Government's express consent. Contractor employees will be required to sign Non-disclosure Agreements.

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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

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. Critical performance processes and requirements. Critical to the performance of Strategic Planning and Executive Development Leadership Program Support is the timely, accurate and thorough completion of all contract/task order requirements.

2. Performance Standards

a. Schedule - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).

b. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract for the required content, quality, timeliness, and accuracy.

c. Past Performance - In addition to any schedule, deliverables, and cost 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.

3. Surveillance methods: The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic or inspection, and validated customer complaints.

4. Performance Measurement: Performance will be measured in accordance with the following table:

| Performance Element | Performance Requirement | Surveillance Method | Frequency | Acceptable Quality Level |
|--|---|-----------------------|---|--|
| Contractor Quality Control Plan (If required by the contract) | QC activities, inspections, and corrective actions completed as required by the plan. | Inspection by the COR | Quarterly for overall QC activities; As Required for corrective actions. | 100% Compliance with the contractor plan. |
| Contract Deliverables | Contract deliverables furnished as prescribed in the PWS, attachments, CDRLs, Task Orders, etc., as applicable. | Inspection by the COR | 100% inspection of all contract deliverables. | >95% of deliverables submitted timely and without rework required. |

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| 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 COR | Annual | All performance elements rated Satisfactory (or higher) |
|------------------------------|---|-----------------------|--------|---|

| | | | | |
|-----------|---|------------------------------------|---------|---------------|
| Invoicing | Monthly invoices per contract procedures are timely and accurate. | Review & acceptance of the invoice | Monthly | 100% accuracy |
|-----------|---|------------------------------------|---------|---------------|

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

Incentives/Disincentives:

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

5001 8/24/2013 - 8/23/2014

CLIN - DELIVERIES OR PERFORMANCE

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

5001 8/24/2013 - 8/23/2014

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

8002 8/24/2014 - 8/23/2015

8003 8/24/2015 - 8/23/2016

Services to be performed hereunder will be provided at:

Navy Personnel Command
Building 791, Room B107
5720 Integrity Drive
Millington, TN 38055

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SECTION G CONTRACT ADMINISTRATION DATA

CONTRACT NEGOTIATOR

Angela Garofalo, FLC Norfolk Det Philadelphia
700 Robbins Ave., Building 2B
Philadelphia, PA 19111
angela.garofalo@navy.mil

CONTRACTING OFFICER REPRESENTATIVE

Steve Veach
Director, Command Support Services Division (PERS-53)
Navy Personnel Command
Building 768, Room S305
5720 Integrity Drive
Millington, TN 38055

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.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

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

N62980

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

Routing Data Table

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Pay Official DoDAAC | HQ0338 |
| Issue By DoDAAC | N00189 |
| Admin DoDAAC | S2404A |
| Inspect By DoDAAC | N62980 |
| Ship To Code | N62980 |
| Ship From Code | N/A |
| Mark For Code | N/A |
| Service Approver (DoDAAC) | N62980 |
| Service Acceptor (DoDAAC) | N62980 |
| Accept at Other DoDAAC | N/A |
| LPO DoDAAC | N62980 |
| DCAA Auditor DoDAAC | N/A |
| Other DoDAAC(s) | N/A |

(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.

steve.veach@navy.mil

(g) WAWF point of contact.

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

Steve Veach
901-874-3054

steve.veach@navy.mil

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

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(End of clause)

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9) (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

(1) When no longer needed for contract performance.

(2) Upon completion of the Contractor employee's employment.

(3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)

The highest level of security required under this contract is SECRET as designated on DD Form 254 attached hereto and made a part hereof.

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

Accounting Data

| SLINID | PR Number | Amount |
|--------|-----------------|-----------|
| 5001 | N6298013RCGG402 | 326715.00 |

LLA :
AA 1731804 22T4 252 62980 0 068566 2D CCG402
COST CODE: 629803GG253Q

BASE Funding 326715.00
Cumulative Funding 326715.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

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

Steve Veach
 Director, Command Support Services (PERS-53)
 Navy Personnel Command
 5720 Integrity Drive
 Bldg 768, Room S305
 Millington, TN 38055
 (901) 874-3054

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

N/A

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, 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. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for NPRST via a secure data collection site. 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 I CONTRACT CLAUSES

09RA 52.217-9 -- Option to Extend the Term of the Contract. (mar 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

The following contract clauses are hereby incorporated by reference:

52.203-3 Gratuities (APR 1984)
52.212-4 CONTRACT TERMS AND CONDITIONS-- COMMERCIAL ITEMS (FEB 2012)
252.227-7015 Technical Data--Commercial Items (DEC 2011)
252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (AUG 2012)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2013)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Dec 2010) (31 U.S.C. 6101 note).

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(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

(10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(11) [Reserved]

(12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

(ii) Alternate I (NOV 2011).

(iii) Alternate II (NOV 2011).

(13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

(14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

(15)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637(d)(4)).

(ii) Alternate I (Oct 2001) of 52.219-9.

(iii) Alternate II (Oct 2001) of 52.219-9.

(iv) Alternate III (Jul 2010) of 52.219-9.

(16) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

(17) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

(18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(19)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

(20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012) (15 U.S.C. 637(m)).

(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).

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- X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (MAR 2012) (E.O. 3126).
- X (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- X (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).
- X (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).
- X (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).
- X (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).
- (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (37)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- (ii) Alternate I (Dec 2007) of 52.223-16.
- (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).
- (39) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).
- (40)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- (ii) Alternate I (MAR 2012) of 52.225-3.
- (iii) Alternate II (MAR 2012) of 52.225-3.
- (iv) Alternate III (NOV 2012) of 52.225-3.
- (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (42) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)
- (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

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(48) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

(50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

(51)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (Nov 2007) (41 351, et seq.).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

X (7) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

(8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

(9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for

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commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 1998) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (JUL 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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SECTION J LIST OF ATTACHMENTS

I. DD 254