AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
J	1	16

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00004	15-Jan-2014	SEE SCHEDULE	

6. ISSUED BY	CODE N00033	7. ADMINISTERED BY (If other than item 6)	CODE
MILITARY SEALIFT COMMAND, N1023 914 CHARLES MORRIS CT SE WASHINGTON NAVY YARD DC 20398-5540		See Item 6	

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
DAVID GROUP INC, THE ALICIA R MANTY (b) (6) [redacted]		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N00033-12-C-8014
CODE 34UW3	FACILITY CODE	X 10B. DATED (SEE ITEM 13) 01-Oct-2012

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 Offer ☐ is extended, ☐ is not extended.

Offer 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 _____ copies 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 ACKNOWLEDGMENT 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.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Changes
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: sledgejc14793

Pursuant to FAR 52.212-4(c), the parties hereby agree to the following:

1. To incorporate FAR 52.204-2, Security Requirements.

2. The Statement of Work has been modified under Section 3.0 Specific Task to incorporate Subsection 3.22.

3. Revised DD Form 254 Rev. 01

4. The parties hereby agree that the changes(s) to the Contract set forth above provide them with the full and complete adjustment to which each is entitled for said change(s). The parties hereby waive all right, title, and interest, if any, to any further adjustment.

5. All other terms and conditions remain unchanged and in full force and effect.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) STEFANI NICK / CONTRACTING OFFICER TEL (b) (6) [redacted] EMAIL (b) (6) [redacted]	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY (Signature of Contracting Officer)	16C. DATE SIGNED 28-Jan-2014

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION SF 1449 - CONTINUATION SHEET

The following have been added by full text:

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified "Confidential," "Secret," or "Top Secret."

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual (DOD 5220.22-M); and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

(End of clause)

The following have been modified:
PERFORMANCE WORK STATEMENT

Performance Work Statement

Title: **Mission Continuity Plan (MCP) Support**

Point of Contact: (b) (6) [redacted]

1.0 Background:

The Military Sealift Command's mission is to provide ocean transportation of equipment, fuel, supplies and ammunition to sustain U.S. forces worldwide during peacetime and in war for as long as operational requirements dictate. During a war, more than 95 percent of all equipment and supplies needed to sustain the U.S. military is carried by sea. The Military Sealift Command (MSC) is a working capital fund organization. It executes its own contracts in support of its missions, and acts as program manager. MSC's mission supports the United States Transportation Command (USTRANSCOM), the U.S. Fleet Forces Command, and the US Navy Reserve.

The Operations Directorate's (N3) mission is to develop operating policies, monitor reporting and readiness, and serve as single point of contact for operational questions concerning MSC ships. The Readiness and Requirement's Division (N33) mission is to interpret fleet requirements, develop policy and monitor readiness of MSC ships, and support continuity of operations for MSC Headquarters (MSCHQ). The Command, Control, Communications and Computer Systems (C4S) directorate (N6) is responsible for providing Information Technology (IT) support to MSC and the subordinate commands. N3 and N6 must ensure that MSC has pre-determined recovery strategies to continue MSC's mission during and after a disaster or emergent situation and MSC's IT systems are readily available to recover from an emergent situation.

2.0 Scope:

This requirement is for Mission Continuity Plan (MCP)/Continuity of Operations Plan (COOP) support services necessary to develop and maintain the disaster recovery plan for MSC. The objective of the MSC Mission Continuity Plan/Continuity of Operation Plan (MCP/COOP) program is to provide MSC and subordinate commands with the ability to locate employees during an emergent situation and relocate employees, if required, to perform its mission(s) during a contingency or disaster event as well as to conduct tasks and activities to ensure the MSC systems are available to command employees during an emergent situation. This support includes developing, refining, testing and maintaining quick, systematic recovery strategies for MSC mission critical and mission essential requirements, and enterprise operations. MSC's mission critical and mission essential requirements include, but are not limited to, personnel, information, IT, and communications.

3.0 Specific Tasks:

The Contractor shall maintain the Mission Continuity Plan/Continuity of Operations Plan (MCP/COOP) for MSC, which shall include the following tasks:

3.1 The Contractor shall work with the Naval Support Activity Washington to ensure that the MSCHQ MCP includes regional MCP items and procedures, such as evacuation routes, mustering points, alternate sites, etc.

3.2 The Contractor shall develop scenarios and test materials, and coordinate and conduct surprise evacuation drills. Evacuation drills shall be conducted at least twice a year. The Contractor shall develop a lessons learned document after each evacuation drill. The lessons learned document shall list the action items identified during the drill.

3.3 The Contractor shall conduct MCP In-Process Reviews (IPRs) which will provide the status of the MCP Program to MSC senior management and Code/Program Manager (PM) MCP Point of Contact (POC) representatives.

3.4 The Contractor shall develop scenarios and test materials, and coordinate and conduct Disaster Management Team (DMT) tabletop tests. The Contractor shall develop a lessons learned document after each tabletop test. DMT tabletop tests will be conducted at least twice a year.

3.5 The Contractor shall assist with the development and revision of all MCP related documents to include:

3.5.1 MSC MCP instructions, Memorandum of Agreements (MOAs), Support Agreements, and other instructions.

3.5.2 The MSCHQ MCP Handbook. The Contractor shall develop and maintain the MCP Handbook that is a process-based document, designed for ease of use during an emergent situation. The MCP Handbook shall contain all information necessary for assessing the impact of an event on the command, and for relocating both data and personnel to minimize the impact on the Command's mission critical functions.

3.5.2.1 The Contractor shall revise the MCP Handbook, Volume I, and distribute to MSC senior management and MCP POCs quarterly, or as required. The Contractor shall coordinate posting the MCP Handbook on the intranet with the webmaster.

3.5.2.2 The Contractor shall revise Volumes II – IV of the MSCHQ MCP Handbook as changes occur.

3.6 The Contractor shall document meeting minutes and track all action items to completion for MCP In-Process Reviews (IPRs), MCP Testing, and other MCP meetings.

3.7 The Contractor shall revise and conduct MCP Training to include:

3.7.1 The Contractor shall revise the MCP Awareness Training and coordinate the completion of the training for all MSC personnel. The training will be scheduled at least once a year.

3.7.2 The Contractor shall develop, revise, and conduct MCP Awareness Training for DMT, MCP POCs, Floor Wardens, Muster POCs, Command Center personnel, MSC security Guards, Global Help Desk (GHD) personnel, and others as needed.

3.8 The Contractor shall maintain current listings for all MCP exercises to include:

3.8.1 The Contractor shall work with MSC Codes/PMs to track and keep current all MCP Code/PM lists for Floor Wardens, DMT, MCP POCs, Muster POCs, and Senior Core. Monthly reminders will be forwarded to the Codes/PMs to keep this information current.

3.8.2 The Contractor shall request and collect recall roster updates for all MSC Codes/PMs, and replace copies with Front Office, Global Command Information Center (GCIC), Catering and Conference Center, MSC Norfolk, and MSC Disaster Recovery Site (MDRS) and other identified alternate sites at least twice a year.

3.8.3 The Contractor shall send monthly reminders to all Codes/PMs to keep muster sheets up-to-date.

3.8.4 The Contractor shall provide the list of MSCHQ mission critical and emergency personnel to the MSC Security Manager to give to Navy District of Washington (NDW) at least twice a year.

3.8.5 The Contractor shall work with all Codes/PMs to review, update and test the MSC Mission Essential Personnel (MEP) list.

3.8.6 The Contractor shall work with all Codes/PMs to review, update and test the Wide Area Alert Network (AtHoc) registration.

3.9 The Contractor shall review and recommend changes to MSC regarding the offsite storage requirements, which include the annual Business Impact Analysis (BIA) update items.

3.10 The Contractor shall work with all Codes/PMs to review, update and test Code/PM Business Continuity Plans (BCPs) at least once a year.

3.11 The Contractor shall provide the Public Affairs Office (N00P) with MCP reminders to post to the MSC bulletin boards monthly.

3.12 The Contractor shall create and distribute the MCP Newsletter quarterly, or as needed.

3.13 The Contractor shall maintain MCP metrics and assist with the annual MCP review to show progress and compliance of MSC MCP Program.

3.14 The Contractor shall test the relocation of the GCIC to Naval Sea Systems Command (NAVSEA) in accordance with the NAVSEA Memorandum of Agreement (MOA) and the test plan. Test results and lessons learned shall be documented in a formal test report. The test plan shall be revised as GCIC functions and requirements change.

The Contractor shall also Develop and Maintain MCP/COOP for Military Sealift Command Norfolk (MSC Norfolk) and Subordinate Commands:

3.15 The Contractor shall assist with the development and maintenance of the Business Continuity Plan (BCP) for each Code. The BCP will address performing the Code's functions and business processes for all phases and scenarios as identified in the BIA. The BCP will detail recovery strategies and provide preventive measures, emergency contacts, and other pertinent information.

3.16 The Contractor shall develop and maintain the MCP Handbook that is a process-based document, designed for ease of use during an emergent situation. The MCP Handbook shall contain all information necessary for assessing the impact of an event on the command, and for relocating both data and personnel to minimize the impact on the Command's mission critical functions.

3.17 The Contractor shall support the development, training, testing, and other activities needed to support the MCP Project for the MSC subordinate commands.

3.18 The Contractor shall support the MSC commands' MCP POC with the development of the Business Impact Analysis (BIA), Business Continuity Plans, MCP Handbook and other volumes. The MCP documentation shall follow the format of MSCHQ to ensure the MSC Norfolk MCP Project is consistent and aligned with MSCHQ's format.

The Contractor shall develop and maintain the Business Impact Analysis (BIA) for all MSC Commands. The BIA will document each subordinate command's mission, business functions/processes and the resources required to support the functions/processes. This effort includes:

3.19 The Business Impact Analysis (BIA) consists of three parts:

- 3.19.1 For BIA Part 1, the Contractor shall work with the Codes/PMs to review and verify the Codes and PMs functions and business processes.
- 3.19.2 For BIA Part 2, the Contractor shall assist the Codes/PMs to revalidate the resources required to support the functions and business processes identified in BIA Part 1. The required resources are identified and validated in.
- 3.19.3 For BIA Part 3, the Contractor will assist the Codes and PMs with updating and testing of their BCPs.

The Contractor shall assist with N6 Information Technology Contingency Plans to include:

3.20 The Contractor shall maintain a copy of the contingency plans, test plans, test results and Plan of Action & Milestones (POA&M) for each system or network, to include but not limited to:

- MCDC Disaster Recovery Site (MDRS)
- Enterprise Data Warehouse (EDW)
- IS Portal / Logistics Engineering System (LES)
- Financial Management System (FMS)
- Budget Preparation System (BPS)
- Financial Data Mart (FDMART)
- Standard Procurement System (SPS) / Procurement Desktop Defense (PD2)
- N10 Procurement Website
- Human Resource Management System (HRMS)
- Unified Civmar Payroll System (UCPS)
- Sea Service Letter Application (SSLA)

3.21 The Contractor shall maintain a document that provides the status of each system's contingency plan, test plan, test result, and POA&M (if required).

3.22 The Contractor shall work with all Codes/PMs to review all COMSC Tier 1 and Tier 2 directives in accordance with OPNAVINST 5215.17 and COMSCINST 5215.1L (currently in draft). The Contractor shall gather all pertinent information and provide support to route packages for approval.

4.0 Deliverable/Delivery Schedule:

TASK	DELIVERABLE	Distribution	Delivery
3.0	Kick-Off Meeting	Key MSC Personnel & COR (hardcopy & softcopy)	5 days after award
3.0	Plan/Schedule	2 Copies to COR	20 days after kickoff meeting
3.2	Provide Lessons Learned (after Drills)	2 Copies to COR & distribution list provided by the COR (hardcopy and softcopy)	After each evacuation drill, tabletop test or contingency plan test
3.6	Provide Meeting Minutes/Wrap-up for In-Process Reviews, MCP Testing, and other MCP meetings.	2 Copies to COR (hardcopy and softcopy)	As required after each meeting.
3.4	Develop and Coordinate Scenarios & Test Materials for DMT tabletop tests.	2 Copies to COR per Contractor's Project Plan	According to Schedule
3.5 & 3.17	Develop and/or Revise MCP related Documents (Instructions, MOAs, Support Agreements, MCP Handbook I-V)	2 Copies to COR (hardcopy and softcopy)	As updates occur
3.7	Revise and Conduct MCP Awareness Training	2 Copies to COR (hardcopy and softcopy)	July of each year of the contract
3.8	Deliver updates for all MCP listings as specified	Per COR Instruction 2-6 Copies (COR, Code N15, Front Office, GCIC, Catering Conference Center, MSC Norfolk, & MDRS (hardcopy and softcopy)	January & July of each year of the contract
3.9	Review & recommend changes to offsite storage requirements	2 Copies to COR (hardcopy and softcopy)	According to Schedule
3.10 & 3.16	Review, update, & test Business Continuity Plans (BCPs) with all Codes/PMs	2 Copies to COR & Key MSC personnel (hardcopy and softcopy)	According to Schedule
3.11	Provide the Public Affairs Office (N00P) with MCP reminders to be posted on MSC bulletin boards	2 Copies to COR & N00P	
3.12	Create & Distribute the MCP Newsletter quarterly	2 Copies to COR (hardcopy and softcopy)	October, January, April & July of each

			year of the contract
3.13	Maintain MCP metrics and assist with annual MCP review	2 Copies to COR (hardcopy and softcopy)	As required & 30th September of each year of the contract
3.14	Test and provide a formal test report for relocating the GCIC to NAVSEA	2 Copies to COR (hardcopy and softcopy)	According to Schedule
3.15	Assist with Establishing and Maintaining MSC's telework capability	2 Copies to COR (hardcopy and softcopy)	According to Schedule
3.20	Develop & Maintain the Business Impact Analysis (BIA) for all MSC commands	2 Copies to COR (hardcopy and softcopy)	31 January each year of the contract
3.21	Maintain a copy of and a document with the status of: the contingency plans, test plans, test results, and POA&M for each system or network	2 Copies to COR (hardcopy and softcopy)	As updates occur
3.22	MSC Directive routing package	2 Copies to COR (hardcopy and softcopy)	As updates occur

Format of Deliverables - Documentation deliverables will be provided in hardcopy and softcopy (email or CD). All documentation deliverables shall be prepared using Microsoft Office products (Word, Excel, Project, and PowerPoint) in a format acceptable to the COR unless the use of other software is mutually agreed upon between the COR and the Contractor.

Summary Contract Cost Report - the Contractor shall report expenses that can be invoiced under the contract. The Contractor shall use the report format found in Attachment E; alternate formats may be proposed and used, with prior approval of the Contracting Officer. These reports shall be submitted monthly to the COR and Contracting Officer within 10 days of the end of the reporting period.

5.0 Place of Performance:

Work shall be performed at MSC, Headquarters at the Washington Navy Yard, Building 210, Washington, DC; MSC Norfolk, Naval Station Norfolk and Virginia Beach, VA; and the Contractor's facility.

Travel may be required to other MSC, Navy, or Department of Defense (DoD) installations to include:

- Afloat Network Operations Center (ANOC), San Diego, CA
- MSC Atlantic, Norfolk, VA
- MSC Pacific, San Diego, CA
- MSC Europe, Naples, Italy
- MSC Central, Bahrain
- MSC Far East, Singapore
- Ship Support Unit (SSU) San Diego, San Diego, CA
- SSU Singapore
- SSU Yokohama, Japan
- SSU Naples, Italy
- SSU Bahrain
- SSU Guam
- MSC Disaster Recovery Site (MDRS), Pensacola, FL

6.0 Contract Type:

This is a Firm-Fixed-Price Contract with travel reimbursable.

7.0 Period of Performance:

Period of Performance	Length	Dates
Base Period	One (1) Year	01 October 2012 – 30 September 2013
Option Period One	One (1) Year	01 October 2013 – 30 September 2014
Option Period Two	One (1) Year	01 October 2014 – 30 September 2015

8.0 Data Rights:

9.1 Unless otherwise agreed, all work performed by the Contractor under the Contract shall become the exclusive property of MSC in which the Government shall have unlimited rights. The Contractor shall not deliver or otherwise provide to the Government technical data or computer software, to include the deliverables under the Contract, with restrictions, including those as to use, modification, reproduction, and transfer, or with restrictive markings.

9.2 At any and all times, the Contractor agrees to promptly provide to the Government at no additional cost such documents, codes or other materials and information that are necessary to permit the Government's full enjoyment of its rights in the deliverables as described above.

9.0 Security / Identification of Non-Disclosure Requirements:

9.1 The Contractor will be required to work with business sensitive information in the performance of this Contract. No sensitive or proprietary information of, or in the possession of the Military Sealift Command or any of its operating units, will be disclosed without the written consent of the Contracting Officer. A Non-Disclosure Agreement satisfactory to both parties concerning information gained or used during performing under this Order must be initiated prior to the start of the Order. The agreement must be signed by any personnel who have access to sensitive business information and their employer (See Attachment A).

9.2 The Contractor shall comply with all applicable public laws, government regulations, and command procedures regarding privacy.

9.3 The Contractor shall adhere to MSC's employee check-in and check-out procedures. The Contractor shall complete all mandatory DoD/Navy/MSC training by the established deadlines.

9.4 Contractor Facility. The Contractor must hold a SECRET Facility Clearance within thirty (30) days after contract award. Clearance is to be granted by the Defense Security Service.

9.5 Contractor Personnel. Those Contractor personnel, who will receive, generate and/or maintain custody of classified documents shall possess a completed National Agency Check Investigation for the level of SECRET. The Defense Industrial Security Clearance Office prior to performance must grant clearance. U.S. citizenship is required to obtain this clearance. It is the Contractor's responsibility to brief all personnel performing under this Order concerning the safeguarding of classified information. The Contractor must provide written certification that the training/brief occurred.

9.6 Security Directives. The following directives contain information relating to security and the handling of classified materials. Contractor personnel must adhere to the below directives at all times during the performance of this Order.

SECNAVINST 5510.30B of 06 Oct 2006 titled, "Department of the Navy Personnel Security Program Instruction"

SECNAVINST 5510.36A of 06 Oct 2006 titled, "Department of the Navy (DON) Information Security Program (ISP) Instruction"

DOD 5220.22-M of 28 Feb 2006 titled, "National Industrial Security Program Operating Manual (NISPOM)"

9.7 In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall:

(1) Be responsible for all security aspects of the work performed under this contract,
(2) Assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M).
(3) Assure compliance with any written instructions from the Security Officer, Code N15, Military Sealift Command, 914 Charles Morris Court SE, Washington Navy Yard, DC 20398.

9.8 Additional security requirements are identified in the Department of Defense Contract Security Classification Specification DD Form 254 (See Attachment D). Blocks 6 and 7 of that form will be finalized following award.

9.9 All personnel performing work on-site at Government locations shall be United States citizens.

10.0 Contractor Identification:

10.1 Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

10.2 Contractor personnel and their subcontractors must identify themselves as Contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this Order.

10.3 Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

11.0 Government Furnished Equipment (GFE) / Government Furnished Information (GFI):

11.1 Facilities, Supplies and Services. The Government will provide office space for up to three (3) workspaces at MSCHQ and subordinate commands for Contractor personnel working on-site. The office space shall, as necessary, include telephones, computer hardware and software (NMCI approved), photocopy and facsimile equipment, and all office supplies necessary to perform work.

Documentation efforts may be performed off-site; however, sensitive information must be stored at MSCHQ and/or the subordinate commands.

11.2 Information. The Government will provide the Contractor access to the following information: relevant Government organizations, information and documentation, manuals, texts, briefs and associated materials, as required and available. The Contracting Officer's Representative (COR) will provide coordination assistance to assist the Contractor in accessing the required information.

12.0 Performance Standards:

12.1 This is a Performance Based Contract in accordance with FAR 37.6. The PWS provides specific requirements to accomplish the work. The Contractor shall be evaluated on its ability to provide quality deliverables in an efficient manner. The Government shall monitor the Contractor's performance under this order using the Performance Assessment Plan (PAP) developed by the Government (See Attachment B).

12.2 Upon completion of the requirements of this Contract, the COR will complete a Contractor Performance Evaluation Survey. The results of this survey will be kept on file at MSC and will be used as a performance metric for future, related MSC requirements.

13.0 Reimbursement of Travel:

13.1 Contractor Request and Approval of Travel. Any travel under this order must be specifically requested in writing by the Contractor and approved by the Contracting Officer's Representative (COR), prior to incurring any travel expense. The Contractor shall submit the written request to the COR three (3) days in advance, when possible. The travel request shall include as a minimum, the following:

1. Contract number
2. Date, time, and place of proposed travel
3. Purpose of travel and how it relates to the order
4. Contractor's estimated cost of travel with a breakdown of the estimated costs of transportation, lodging, meals, and incidentals
5. Name(s) of individual(s) traveling.

The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the Contractor.

13.2 Travel Reimbursement. The Contractor shall be reimbursed for the reasonable actual cost of transportation, lodging, meals and incidental expenses. However, actual costs shall be considered reasonable, allowable, and reimbursable only to the extent that they do not exceed on a daily basis the maximum per diem rate in effect at the time of travel as set forth in the DOD Joint Travel Regulations located at https://secureapp2.hqda.pentagon.mil/perdiem/. Actual cost does not include handling charges, general and administrative cost, overhead, profit or any other indirect cost.

13.3 The Contractor shall use the allowable Government personnel rates for transportation and lodging. Reimbursement for airfare shall not exceed the lowest customary standard, coach, or equivalent airfare quoted during normal business hours. The Contractor will not be reimbursed for travel expenses unless audited records for transportation contain evidence, such as original

receipts, substantiating actual expenses incurred for travel. In no event will reimbursement exceed the published rates of common carriers. Expenses for lodging, meals and incidental expenses shall be reimbursed to the Contractor, provided that the overnight stay was documented as necessary.

13.4 The order includes a not-to-exceed funding limitation for travel costs. When the Contractor expects total funding expended for reimbursable travel to reach 85 percent of the total funds available on each travel CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the task order. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on the task order with a reimbursable travel CLIN.

13.5 The Government is not obligated to reimburse the Contractor for otherwise reimbursable travel in excess of the funded amount stated in the task order with the reimbursable travel CLIN.

13.6 The Contractor is not obligated to continue performance of any reimbursable work under this order or otherwise incur costs for reimbursable travel in excess of the funded amount stated in the task order with the reimbursable travel CLIN unless the Contracting Officer notifies the Contractor in writing that the funded amount stated in the task order under the applicable reimbursable travel CLIN has been increased. In the event notification is made orally, such notification shall be followed up in writing within two working days.

13.7 No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.

13.8 Change orders shall not be considered an authorization to exceed the funded amount stated in the task order under the reimbursable travel CLIN unless they contain a statement expressly increasing the funded amount of that reimbursable CLIN by a sufficient amount to cover the change order.

14.0 Other Direct Costs (ODC) Reimbursement:

14.1 In the event that additional or specialized equipment, services and/or supplies are required, the Government will reimburse the Contractor only for the actual price paid for such equipment, supplies and services that are expressly identified as an ODC under the task order issued. Task orders that anticipate the need for ODC's will include an ODC CLIN.

14.2 "Actual price" paid by the Contractor for such equipment, supplies and services includes tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. "Actual price" does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor's purchase or provision of such supplies and services. The parties expressly agree that the offered and accepted daily rate includes all costs incurred or paid by the Contractor, including but not limited to material handling charges, overhead, general and administrative costs, or profit, that are in any way associated with the Contractor's purchase or provision of such supplies and services.

14.3 To be eligible to receive reimbursement for equipment, services and supplies identified in a task order as an ODC and obtained in support of this contract, the Contractor must obtain at least three quotes for each transaction in excess of $2,500.00 to ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to

do so. The Contractor shall provide this documentation to the Contracting Officer for approval in accordance with FAR 52.244-2 (Subcontracts), or as directed by the Contracting Officer, prior to obtaining these services and supplies. The Contractor shall maintain documentation of all reimbursable purchases until three years after the contract is completed and shall provide access to and copies of such documentation when requested by the Contracting Officer.

14.4 The Contracting Officer may reduce the reimbursement by any amount above that which the Contracting Officer finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved in accordance with the "Disputes" clause of the contract. It shall be the Contractor's burden to demonstrate that the price it paid for reimbursable supplies and services was fair and reasonable.

14.5 When the Contractor expects total funding expended for ODC's to reach 85 percent of the total funds available on each ODC CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on each ODC CLIN at the time a reimbursable item is ordered.

14.6 The Government is not obligated to reimburse the Contractor for ODC's in excess of the funded amount stated in the Schedule under each Reimbursable CLIN.

14.7 The Contractor is not obligated to continue performance of any ODC work under this Contract or otherwise incur costs for ODC's in excess of the funded amount stated in the Schedule under each ODC CLIN unless the Contracting Officer notifies the contractor that the funded amount stated in the Schedule under the applicable ODC CLIN has been increased. Notification shall be in writing. In the event notification is made orally, such notification shall be followed up in writing within two working days.

14.8 No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.

14.9 Change orders shall not be considered an authorization to exceed the funded amount stated in the Schedule under the ODC CLIN unless they contain a statement expressly increasing the funded amount of the ODC CLIN by a sufficient amount to cover the change order.

15.0 Designation of Contracting Officer's Representative (COR):

15.1 The Contracting Officer has designated the person named below as the authorized COR for this Order:

NAME:	Mr. Tom Snider
CODE:	N3/5
ADDRESS:	914 Charles Morris Court, S.E. Washington Navy Yard, DC 20398
PHONE:	(b) (6) [redacted]
EMAIL:	

15.2 The COR will be designated by the Contracting Officer upon award who will represent the Contracting Officer in the administration of technical details within the scope of this contract and who will perform inspection and acceptance of all deliverables. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the order. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the invoices submitted by the Contractor and informing the Contracting Officer of areas where exceptions are to be taken. The COR authority is non-delegable. The COR may be personally liable for unauthorized acts.

16.0 Authorized Changes Only by the Contracting Officer:

16.1 Except as specified in Paragraph 16.2 below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this Order shall constitute a change under the Changes clause of this Order.

16.2 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 Order.

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

NAME:	Ms. Stefani Nick
ADDRESS:	914 Charles Morris Court, SE Washington Navy Yard, DC 20398
TELEPHONE:	(b) (6) [redacted]
EMAIL:	

17.0 Key Personnel:

Key personnel shall meet the requirements specified below:

17.1 **Senior Emergency Preparedness Coordinator / Project Manager:** The Contractor shall provide one (1) individual who meets the following criteria:

Demonstrated Skill Set: Significant experience leading projects and programs for DoD and/or Department of the Navy (DON) agencies. Management experience in programs with particular relevance to Information Technology, Information Assurance, and Business Continuity. Experience working with high-level organization personnel and providing analysis and recommendations to organizations to ensure the continuation of core, mission-critical business functions should buildings; facilities and/or infrastructure experience a natural or man-made

disaster or emergent situation. A demonstrated ability to oversee the development of MCP/COOP plans and maintain schedules in order to ensure deadlines and objectives are met. Understands and has in-depth knowledge of NIST, DoD and DON COOP and contingency plan policies.

Desired skills: Certified Business Continuity Professional or equivalent certification or education. Knowledge of the MSC Operations.

17.2 **Emergency Preparedness Coordinator:** The Contractor shall provide two (2) individuals who meet the following criteria:

Demonstrated Skill Set: Business continuity experience over an extended period of time. Relevant experience providing analysis and recommendations to organizations to ensure the continuation of core, mission-critical business functions should buildings, facilities and/or infrastructure experience a natural or man-made disaster or emergent situation. Experience developing and maintaining MCP/COOP and contingency plans, and documenting recovery strategies that will enable organizations to respond to disruptions to core business processes. Understands and has knowledge of NIST, DoD and DON COOP and contingency plan policies.

Desired skills: Certified Business Continuity Professional or equivalent certification or education. Knowledge of the MSC Operations.

18.0 Substitution of Key Personnel

18.1 General Provision. The Contractor agrees to assign to this contract those persons identified as key personnel whose resumes were submitted with its quote and who are necessary to fulfill the requirements of this contract. No substitutions of key personnel shall be made except in accordance with this clause.

18.2 Guidance on Substitutions. During the first 180 days of the contract performance period no personnel substitutions by the Contractor will be made unless substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information required by Paragraph 18.3 below. After the initial ninety 180 day period, all proposed substitutions must be submitted, in writing, at least 30 days in advance of the proposed substitutions to the Contracting Officer and provide information required by Paragraph 18.3 below.

18.3 Request for Substitution. All requests for substitutions must provide a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information-requested by the Contracting officer. All proposed substitutes must have qualifications equal to or higher than the qualifications of the individual replaced. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

18.4 Key Personnel. The following personnel are key:

- Senior Emergency Preparedness Coordinator / Project Manager:
- Emergency Preparedness Coordinator:
- Emergency Preparedness Coordinator:

(b) (4) [redacted]

18.5 If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price to compensate the Government for any resultant delay, loss or damage.

18.6 If the offer or wishes to add personnel to be used in a labor category he shall employ the procedures outlined in Paragraph 18.3 above.

19.0 Attachments:

A. Non-Disclosure Agreement
B. Performance Assessment Plan
C. DD Form 254 (See Attached)
D. MCP Rate Table Sheet

(End of Summary of Changes)