

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
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2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 01-Jul-2013	4. REQUISITION/PURCHASE REQ. NO. N6047812RC003FR	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S3915A

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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) EHS Technologies Corporation 1221 North Church Street Suite 106 Moorestown NJ 08057-1101	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4309-FK01
	10B. DATED (SEE ITEM 13) 01-Jul-2012
CAGE CODE 1GUU1	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Unilateral Modification IAW FAR 52.217-9 Option To Extend the Term of the Contract

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Matthew N Aponte, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/Matthew N Aponte (Signature of Contracting Officer)	20-Jun-2013

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

**NAVY MUNITIONS COMMAND CONUS EAST
DIVISION**

PERFORMANCE WORK STATEMENT (PWS)

FOR

ADMINISTRATIVE SUPPORT

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SECTION 1 - BACKGROUND AND GENERAL INFORMATION

Section 1.1 - Scope

This Performance Work Statement (PWS) establishes the administrative requirements in support of Navy Munitions Command CONUS East Division's mission. This statement of work is for administrative support services for Navy Munitions Command CONUS East Division Detachment Earle. The purpose of this position is to provide objectively based information for making decisions on the administrative and programmatic aspects of the Detachment. The incumbent oversees administrative Navy and Marine Corps programs and accomplishes a variety of assignments concerned with the effectiveness and efficiency of administrative programs and explosive operations. The principle task involved is providing data entry processing, administrative duties, management of IT and AIT equipment, and assist with travel arrangements, requests and documentation.

Section 1.2 - Purpose

The purpose of this PWS is to establish a Firm Fixed Price (FFP) Task Order to provide an administrative support contract services vehicle.

Section 1.3 - Period of Performance

The period of performance associated with this PWS shall be for a twelve (12) month base period, and four (4) twelve (12) month option years to be exercised at the option of the Government. Actual start dates are provided in Section 2.

Section 1.4 - Place of Performance

Work shall be accomplished at the site to which assigned as addressed in Section 2.

Section 1.5 - Contract Management

Navy Munitions Command Conus East Division is responsible for technical management of this contract effort. Jan Zaleski will serve as the Task Order Manager (TOM) and the Procuring Contracting Officer's (PCO) primary point of contact (POC).

Section 1.5.1 - Contract Program Manager

No later than ten (10) days after contract award, the contractor shall designate an individual who will serve as the primary point of contact for the PCO and Navy Munitions Command CONUS East Division TOM regarding issues relating to this contract. This individual shall be empowered to make management level decisions in support of this contract effort.

Section 1.6- Government Points of Contact

TBD

Section 1.7- Government Roles and Responsibilities

Descriptions of the PCO, TOM, and TA responsibilities can be found in the Contract Administration Plan (CAP) that is included as an attachment to this contract.

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SECTION 2: GENERAL REQUIREMENTS

The contractor shall provide administrative support to meet specific requirements defined in the respective functional area below. The administrative support shall meet the competency skill requirements of the position procured under this contract.

The below occupation are covered by the Service Contract Act. Labor Descriptions can be found in the SCA Directory of Occupations.

Section 2.1 - Administrative Assistant

Section 2.1.2 - PERIOD OF PERFORMANCE

The base period of performance is **01 July 2012 through 30 June 2013**.

Section 2.1.3 - HOURS OF PERFORMANCE

The hours of performance are 8:00 a.m. to 4:30 p.m. Monday through Friday. This function is classified as nonessential and does not require work during periods that the Command calls for "Alpha" personnel.

Section 2.1.4 - PLACE OF PERFORMANCE

The place of performance is **Navy Munitions Command CONUS East Detachment Earle, Building C-33, 2nd Floor Colts Neck, NJ**.

Section 2.1.5 - SECURITY CLEARANCE

SECRET

Section 2.1.6 - STATEMENT OF WORK

Duties include data entry and monitoring of a mainframe labor/timekeeping system, reviewing for accuracy and processing manual corrections when necessary. Utilizes databases and word processing programs to input supply requisitions, trouble calls and travel arrangements. Schedules all medical appointments for personnel as well as appointments for the Deputy Officer in Charge and the Officer in charge and provides related administrative support services for Detachment Earle Division Heads.

Utilizing a mainframe computer network, contractor is responsible for the acquisition of technical and office supplies. Inputs, analyzes, edits, tracks and monitors direct and indirect purchases utilizing a database and prepares reports for upper management.

Utilizing various word processing software systems, contractor prepares a wide range of documents for the department including letters, reports, presentations, briefings, forms, performance appraisals, personnel actions, etc. Contractor has access to classified information up to and including SECRET in the receipt and preparation of correspondence and messages. Contractor is responsible for integrating texts and graphics on a page by increasing/decreasing size and making other necessary format adjustments.

Receives and routes telephone calls to appropriate staff members; security/visitor information processing; maintains command official files sorting by subject and filing in chronological order; receives, routes and distributes mail to appropriate individuals; updates manuals, procedures, directives, studies, vacation logs, alpha rosters, telephone contact lists, overtime reports, etc. Performs record keeping, reporting and informational duties in support of organizational programs, projects, studies, etc.

Independently coordinates travel and training arrangements Detachment Earle personnel. This includes travel arrangements (i.e. airline/train, car rental, and hotel) for both domestic and foreign travel. Prepares documentation for passports, visitor requests, new employees check in, departing employees check out, safety shoe/safety glasses reimbursement, travel cards, electronic funds transfer forms, medical appointments, events, inspections as well as awards.

Processes all travel claims by calculating expenses, computing per diem and inputting findings to the Defense

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Travel System (DTS). Reviews the final claim for reimbursements/voucher, obtains approval signatures and distributes to the disbursing office for liquidation.

Section 2.1.7 - Personnel Qualifications

Must be familiar with the mission and organization of the Naval Munitions Command and work process of each element with the Detachment.

Section 2.1.8 - LABOR REQUIREMENTS

Administrative Assistant – 1 Full Time Equivalents (Per 12 Month Period)

Administrative Assistant – 40 hours overtime

SECTION 3 - FACILITIES AND OTHER REQUIREMENTS

Section 3.1 - Equipment and Facilities

The Government will provide all facilities and equipment as well as the consumable and logistical support necessary to perform the tasks and functions described in the PWS. Space limitations may prohibit the ability to assign each contract employee their own desk or workstation. In addition to office space, each contract employee will be provided with access to government computers and telephones, for official use only. Under no circumstances will contractor-provided personal computers will be connected to the Navy/Marine Corps Intranet (NMCI).

Unless provided by the Government, contract employees will be expected to do light custodial work, (e.g., empty trash, dust, vacuum carpet, sweep floor, etc.) in the space.

Section 3.2 - Access to Government Facilities

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

Section 3.2.1 - Base Vehicle Decals

Base Vehicle decals are required for all contractor employees' privately owned vehicles requiring access to Government facilities. The methodology for obtaining these passes varies from one installation to another, and as such, the COR will assist in providing the contractor the appropriate documentation for obtaining base vehicle decals.

Section 3.2.2 - Physical Security and Key Control

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

Section 3.2.3 - Common Access Card (CAC)

The Government Contractor CAC card serves as the primary method of identification for the contractor employees, as well as providing the basis of Public Key Infrastructure (PKI) access to the Navy/ Marine Corps Intranet (NMCI), and numerous Navy web sites, which may also require PKI access. Navy Information Assurance (IA) policies require that a background investigation be completed on each contractor prior to granting access to government computer systems. Accordingly, the background investigation requirements specified in section 3.6 below are applicable to the issuance of a CAC card. In the event that the investigation has been initiated, but not completed, an Advanced Fingerprint Check must be successfully accomplished prior to the issuance of an interim CAC card. The final CAC cannot be issued until the full investigation has been completed. The COR will assist in providing the contractor the appropriate documentation for obtaining CAC cards.

Section 3.3 - Mishap

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If a mishap involving services under this contract occurs, the contractor shall promptly report the incident within one (1) hour to the TOM and the PCO. If the Navy conducts an investigation of the mishap, the contractor shall cooperate and assist Government personnel until the investigation is complete. Contractors shall include a clause in subcontracts, if any, under this contract to require subcontractor cooperation and assistance in mishap investigations.

Section 3.4 - Contractor Responsibility for Safety

Nothing in this PWS, nor any Government action or failure to act in surveillance of this contract, shall relieve the contractor of its responsibility for the safety of the contractor's personnel, the Government's personnel and property, and the general public.

Section 3.5 - U. S. Citizenship

Must possess a SECRET security clearance. Contractor employees performing under this contract may have access to sensitive unclassified or business sensitive information. This Requirement warrants a judgment of the employee's trustworthiness. Information under this contract could enable the employees to jeopardize the sensitivity of business related issues or otherwise impede operations. Contractors should ensure their employees performing work under this contract are cognizant of the particular sensitivity of information or data they will encounter in performance and ensure that business sensitive information is not released in other than authorized circumstances.

Section 3.6 - Background Investigations

All contract employees shall be required to have a completed National Agency Check with Local Agency and Credit Checks (NACLIC) (or equivalent) prior to reporting for duty. However, a previously conducted NACI, Entrance National Agency Check (ENTNAC), or National Agency Check (NAC) does not satisfy this requirement. The contractor shall ensure that any completed investigations are accurately recorded in the Joint Personnel Adjudication System (JPAS).

Section 3.7 - Privacy Act Compliance

The contractor may be in contact with data and information subject to the Privacy Act of 1974 (Title 5 of the U.S. Code Section 552a). The contractor shall ensure that its employees assigned to this effort understand and adhere to the requirements of the Privacy Act and to Department of Defense and Department of the Navy regulations that implement the Privacy Act. Department of Navy policy and procedures implementing the Privacy Act are detailed in SECNAVINST 5211.5E (Department of the Navy Privacy Act (PA) Program), which is available on-line at <http://privacy.navy.mil>. The contractor shall identify and safeguard data, information and reports accordingly. In addition, the contractor shall ensure that contractor employees assigned to the contract are trained on properly identifying and handling data and information subject to the Privacy Act prior to commencing work.

Section 3.8 - Proprietary Information

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

Section 3.9 - Non-Personal Service Statement

Contractor employees performing services under this contract will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the PWS. Contractor employees will perform their duties independent of, and without the supervision of, any Government official. However, the TOM and/or other Government representative may provide direction and/or guidance within the execution of the work. The tasks, duties, and responsibilities set forth in this contract may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any

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Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR) <http://farsite.hill.af.mil/vffar1.htm> . The Government will control access to the facility and will perform the inspection and acceptance of completed work.

Section 3.10 - Station Regulations

The contractor and his/her employees and subcontractors shall become familiar with, and obey all applicable Federal, State, Local, and Station regulations, including fire, safety, traffic, and security regulations. The contractor shall be required to have all appointments, certifications, or licenses required for each effort. The Contracting Officer may request proof of such certification or licenses at any given time.

Section 4 - DELIVERABLES

Section 4.1 - Contractor's Quality Assurance Plan

The contractor shall develop and maintain a quality assurance plan in order to track and maintain the proficiency of their employees. This QA Plan should detail the methodology to be used by the contractor to monitor and ensure that all appropriate qualifications and certifications remain current. At a minimum, the plan will provide the dates and method for the accomplishment of each of the qualifications/certifications for each employee attached to the contract. The contractor shall provide the Initial Quality Assurance Plan to the Navy Munitions Command CONUS East Divion TOM not later than thirty (30) days following the contract award. An updated plan shall be provided to the Navy Munitions Command CONUS East Divion TOM not later than the tenth day of each quarter (10 Jan; 10 Apr; 10 Jul; 10 Sep).

Section 4.2 - Monthly Status Report

The contractor shall develop and submit a monthly status report on company letterhead and submitted not later than the tenth (10th) day of the month. This status report should also provide a synopsis of any issues and/or concerns, and any future objectives to be achieved. Additionally, updates on any qualifications and/or certifications on contract employees will also be provided in the Monthly Status Report.

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SECTION D PACKAGING AND MARKING

NOT APPLICABLE

ALL DELIVERABLES SHALL BE PACKAGED AND MARKED IAW BEST COMMERCIAL PRACTICES.

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SECTION E INSPECTION AND ACCEPTANCE

Quality Assurance Surveillance Plan (QASP)

for Administrative Support

1.0 PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

2.0 AUTHORITY

Authority for issuance of this QASP is provided under FAR 52-212-4(a), Inspection/Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in the contract to be accomplished by the Contracting Officer or their duly authorized representative.

3.0 SCOPE

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet quality standards set forth by the contract. The QASP is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its plan for maintaining the levels of quality anticipated to be delivered under the terms of the contract.

4.0 RESPONSIBILITIES

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

- **Contracting Officer** – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.
- **Task Order Manager (TOM)** – An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for the TOM is the Contracting Officer. TOM limitations are contained in the written letter of appointment.

5.0 METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP. The QASP Matrix describes the methods of surveillance that may be used to monitor the services and deliverables to be provided under the contract.

- **Customer Feedback** – Customer feedback may be obtained either from the results of formal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the Contractor. The Contractor shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file.

• **Random Checks/Inspections on Completion of Workload Taskings** –

Random checks will be conducted to ensure compliance with the requirements. These checks may consist of telephone calls to personnel working for the Contractor, Federal Sales Representative, Director for Administration, Human Resource Office, and Manpower Department. TOM will conduct the random monitoring.

6.0 IDENTIFIED QA SURVEILLANCE ITEMS

The PBSC items that have been identified for surveillance are identified in the Performance Work Statement (PWS).

7.0 DOCUMENTATION

The TOM will maintain a complete Quality Assurance Surveillance file. The file shall contain such documents as copies of all receiving reports, evaluations, recommendations, and any other actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contract. The TOM shall forward these records to the Contracting Officer at termination or completion of this

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contract. At a minimum, the Quality Assurance Surveillance file shall contain:

- Copies of letters of appointment for the TOM
- A copy of the contract and all modifications
- A copy of the QASP and all subsequent revisions
- The names and titles of individuals on the contract administration team
- A record of all accepted receiving reports, required documentation with the submission of each receiving report, and reviews and verifications of ITJs.
- Memoranda for the record or minutes of any pre-performance meetings or conferences.
- Memoranda for the record or minutes of any meetings or discussions with the contractor, or others, pertaining to the contract or contract performance or changes to
- the PWS.

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.

The TOM shall maintain a complete Quality Assurance file as it applies to their learning site(s).

8.0 ANALYSIS OF CONTRACTOR PERFORMANCE

The analysis of contractor performance shall be conducted at the end of each month and serves to provide a summary of the Contractor's performance to the Contracting Officer and the Contractor. Overall performance is important in determining whether to increase, decrease or maintain the current level of surveillance and/or whether to initiate corrective action to bring the Contractor's work up to the standards of the specification.

9.0 PERFORMANCE EVALUATION MEETINGS

Performance Evaluation Meetings will be held after the first two (2) months of the contract award and thereafter will be scheduled as often as necessary, at the discretion of the Contracting Officer. These meetings are to be used to resolve minor problems and areas of concern in an effort to avoid disputes and claims. The minutes of these meetings will be recorded by the TOM and signed by both the Contractor and Government representatives. The TOM will provide a copy of the minutes to the Contractor.

QASP MATRIX

(Administrative Support)

Deliverable or Service Requirement	Measurement/ Metric	Method of Surveillance	Frequency	Acceptable Quality Level (AQL)	Procedures to be taken when performance standards are not met
Contractor Quality Assurance Plan	Personnel are fully qualified, all certifications (such as Information Assurance Awareness, Sexual Harassment, etc.) are kept current, and meet the requirements contained in the PWS	Inspection by the TOM	Monthly	>95% personnel fully qualified with current certifications.	<p>Positive Incentive:</p> <p>The contractor shall receive a favorable past performance review if the contractor meets or exceeds the performance standards.</p> <p>Decrements:</p> <p>The contractor shall receive a negative past performance review if the contractor doesn't meet or exceed the performance standards.</p>
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review and acceptance of the invoice	Monthly	100% accuracy	<p>Positive Incentive:</p> <p>The contractor shall receive a favorable past</p>

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Deliverable or Service Requirement	Measurement/ Metric	Method of Surveillance	Frequency	Acceptable Quality Level (AQL)	Procedures to be taken when performance standards are not met
					<p>performance review if the contractor meets or exceeds the performance standards.</p> <p>Decrements:</p> <p>The contractor shall receive a negative past performance review if the contractor doesn't meet or exceed the performance standards.</p>
Overall Contract Performance	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the TOM's annual report on Contractor Performance	Assessment by the TOM/Customer Surveys	Annual	All performance factors rated Satisfactory (or higher)	<p>Positive Incentive:</p> <p>The contractor shall receive a favorable past performance review if the contractor meets or exceeds the performance standards.</p> <p>Decrements:</p> <p>The contractor shall receive a negative past performance review if the contractor doesn't meet or exceed the performance standards.</p>
Monthly Status Report	Monthly status reports are submitted by the 10th day of each month. Reports provide any issues and concerns that need to be resolved, travel and ODC information provided as contained in the PWS.	Review by the TOM	Monthly	>95% accuracy	FAR Clause 52.212-4

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SECTION F DELIVERABLES OR PERFORMANCE

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

5000	7/1/2012 - 6/30/2013
5100	7/1/2013 - 6/30/2014

CLIN - DELIVERIES OR PERFORMANCE

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

5000	7/1/2012 - 6/30/2013
5100	7/1/2013 - 6/30/2014

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

5200	7/1/2014 - 6/30/2015
8000	7/1/2015 - 6/30/2016
8100	7/1/2016 - 6/30/2017

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30

days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of clause)

Wage Rates

The labor categories provided in the PWS are provided for reference purposes only. As this solicitation and resultant task order will be performance based, it is the responsibility of the contractor to determine the appropriate labor mix and categories.

The Contracting Officer has provided the applicable Wage Determination as an attachment.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.204-2- SECURITY REQUIREMENTS (AUG 1996)

52.217-5 EVALUATION OF OPTIONS

52.223-18- CONTRACTOR POLICY BAN TEXT MESSAGING WHILE DRIVING

252.201-7000- CONTRACTING OFFICER'S REPRESENTATIVE

252.204-7005- ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (NOV 2001)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

THE GOVERNMENT MAY REQUIRE CONTINUED PERFORMANCE OF ANY SERVICES WITHIN THE LIMITS AND AT THE RATES SPECIFIED IN THE CONTRACT. THESE RATES MAY BE ADJUSTED ONLY AS A RESULT OF REVISIONS TO PREVAILING LABOR RATES PROVIDED BY THE SECRETARY OF LABOR. THE OPTION PROVISION MAY BE EXERCISED MORE THAN ONCE, BUT THE TOTAL EXTENSION OF PERFORMANCE HEREUNDER SHALL NOT EXCEED 6 MONTHS. THE CONTRACTING OFFICER MAY EXERCISE THE OPTION BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 10 DAYS.

(END OF CLAUSE)

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

(A) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 7 DAYS; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 10 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 **5 YEARS**.

(END OF CLAUSE)

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

HOMELAND SECURITY PRESIDENTIAL DIRECTIVE (HSPD)-12, REQUIRES GOVERNMENT AGENCIES TO DEVELOP AND IMPLEMENT FEDERAL SECURITY STANDARDS FOR FEDERAL EMPLOYEES AND CONTRACTORS. THE DEPUTY SECRETARY OF DEFENSE DIRECTIVE-TYPE MEMORANDUM (DTM) 08-006 – “DOD IMPLEMENTATION OF HOMELAND SECURITY PRESIDENTIAL DIRECTIVE – 12 (HSPD-12)” DATED NOVEMBER 26, 2008 (OR ITS SUBSEQUENT DOD INSTRUCTION) DIRECTS IMPLEMENTATION OF HSPD-12. THIS CLAUSE IS IN ACCORDANCE WITH HSPD-12 AND ITS IMPLEMENTING DIRECTIVES. THIS CLAUSE APPLIES TO CONTRACTOR EMPLOYEES REQUIRING PHYSICAL ACCESS TO ANY AREA OF A FEDERALLY CONTROLLED BASE, FACILITY OR ACTIVITY AND/OR REQUIRING ACCESS TO A DOD COMPUTER/NETWORK, TO PERFORM CERTAIN UNCLASSIFIED BOTH NON-SENSITIVE

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AND SENSITIVE DUTIES. IT IS THE RESPONSIBILITY OF THE COMMAND/FACILITY WHERE THE WORK IS PERFORMED TO ENSURE COMPLIANCE.

THE REQUIREMENT TO CONTROL ACCESS TO SENSITIVE INFORMATION APPLIES TO ALL US GOVERNMENT IT SYSTEMS AND/OR AREAS WHERE UNCLASSIFIED BUT SENSITIVE INFORMATION MAY BE DISCUSSED, DISPLAYED OR MAINTAINED. DON POLICY PRESCRIBES THAT ALL UNCLASSIFIED DATA THAT HAS NOT BEEN APPROVED FOR PUBLIC RELEASE AND IS STORED ON MOBILE COMPUTING DEVICES MUST BE TREATED AS SENSITIVE DATA AND ENCRYPTED USING COMMERCIALY AVAILABLE ENCRYPTION TECHNOLOGY. WHENEVER GRANTED ACCESS TO SENSITIVE INFORMATION, CONTRACTOR EMPLOYEES SHALL FOLLOW APPLICABLE DOD/DON INSTRUCTIONS, REGULATIONS, POLICIES AND PROCEDURES WHEN REVIEWING, PROCESSING, PRODUCING, PROTECTING, DESTROYING AND/OR STORING THAT INFORMATION. OPERATIONAL SECURITY (OPSEC) PROCEDURES AND PRACTICES MUST BE IMPLEMENTED BY BOTH THE CONTRACTOR AND CONTRACT EMPLOYEE TO PROTECT THE PRODUCT, INFORMATION, SERVICES, OPERATIONS AND MISSIONS RELATED TO THE CONTRACT. THE CONTRACTOR SHALL DESIGNATE AN EMPLOYEE TO SERVE AS THE CONTRACTOR'S SECURITY REPRESENTATIVE. WITHIN THREE WORK DAYS AFTER CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE TO THE NAVY COMMAND'S SECURITY MANAGER AND THE CONTRACTING OFFICER, IN WRITING, THE NAME, TITLE, ADDRESS AND PHONE NUMBER FOR THE CONTRACTOR'S SECURITY REPRESENTATIVE. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL BE THE PRIMARY POINT OF CONTACT ON ANY SECURITY MATTER. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL NOT BE REPLACED OR REMOVED WITHOUT PRIOR NOTICE TO THE CONTRACTING OFFICER.

NON-SENSITIVE POSITIONS

CONTRACTOR EMPLOYEE WHOSE WORK IS UNCLASSIFIED AND NON-SENSITIVE (E.G., PERFORMING CERTAIN DUTIES SUCH AS LAWN MAINTENANCE, VENDOR SERVICES, ETC ...) AND WHO REQUIRE PHYSICAL ACCESS TO PUBLICLY ACCESSIBLE AREAS TO PERFORM THOSE DUTIES SHALL MEET THE FOLLOWING MINIMUM REQUIREMENTS:

MUST BE EITHER A US CITIZEN OR A US PERMANENT RESIDENT WITH A MINIMUM OF 3 YEARS LEGAL RESIDENCY IN THE US (AS REQUIRED BY THE DEPUTY SECRETARY OF DEFENSE DTM 08-006 OR ITS SUBSEQUENT DOD INSTRUCTION) AND

MUST HAVE A FAVORABLY COMPLETED NATIONAL AGENCY CHECK WITH WRITTEN INQUIRIES (NACI) INCLUDING A FEDERAL BUREAU OF INVESTIGATION (FBI) FINGERPRINT CHECK PRIOR TO INSTALLATION ACCESS.

TO BE CONSIDERED FOR A FAVORABLE TRUSTWORTHINESS DETERMINATION, THE CONTRACTOR'S SECURITY REPRESENTATIVE MUST SUBMIT FOR ALL EMPLOYEES EACH OF THE FOLLOWING:

SF-85 QUESTIONNAIRE FOR NON-SENSITIVE POSITIONS

TWO FD-258 APPLICANT FINGERPRINT CARDS

ORIGINAL SIGNED RELEASE STATEMENTS

THE CONTRACTOR SHALL ENSURE EACH INDIVIDUAL EMPLOYEE HAS A CURRENT FAVORABLY COMPLETED NACI.

THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL BE RESPONSIBLE FOR INITIATING REINVESTIGATIONS AS REQUIRED. FAILURE TO PROVIDE THE REQUIRED DOCUMENTATION AT LEAST 30 DAYS PRIOR TO THE INDIVIDUAL'S START DATE SHALL RESULT IN DELAYING THE INDIVIDUAL'S START DATE.

SENSITIVE POSITIONS

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CONTRACTOR EMPLOYEE WHOSE DUTIES REQUIRE ACCESSING A DOD UNCLASSIFIED COMPUTER/NETWORK, WORKING WITH SENSITIVE UNCLASSIFIED INFORMATION (EITHER AT A GOVERNMENT OR CONTRACTOR FACILITY), OR PHYSICAL ACCESS TO A DOD FACILITY MUST BE A US CITIZEN AND POSSESS A FAVORABLE TRUSTWORTHINESS DETERMINATION PRIOR TO INSTALLATION ACCESS. TO OBTAIN A FAVORABLE TRUSTWORTHINESS DETERMINATION, EACH CONTRACTOR EMPLOYEE MUST HAVE A FAVORABLY COMPLETED NATIONAL AGENCY CHECK WITH LOCAL CREDIT CHECKS (NACLC) WHICH CONSISTS OF A NACI INCLUDING A FBI FINGERPRINT CHECK PLUS CREDIT AND LAW ENFORCEMENT CHECKS. EACH CONTRACTOR EMPLOYEE APPLYING FOR A TRUSTWORTHINESS DETERMINATION IS REQUIRED TO COMPLETE:

SF-85P QUESTIONNAIRE FOR PUBLIC TRUST POSITIONS

TWO FD-258 APPLICANT FINGERPRINT CARDS

ORIGINAL SIGNED RELEASE STATEMENTS

FAILURE TO PROVIDE THE REQUIRED DOCUMENTATION AT LEAST 30 DAYS PRIOR TO THE INDIVIDUAL'S START DATE SHALL RESULT IN DELAYING THE INDIVIDUAL'S START DATE. TO MAINTAIN CONTINUING AUTHORIZATION FOR AN EMPLOYEE TO ACCESS A DOD UNCLASSIFIED COMPUTER/NETWORK, AND/OR HAVE ACCESS TO SENSITIVE UNCLASSIFIED INFORMATION, THE CONTRACTOR SHALL ENSURE THAT THE INDIVIDUAL EMPLOYEE HAS A CURRENT REQUISITE BACKGROUND INVESTIGATION. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL BE RESPONSIBLE FOR INITIATING REINVESTIGATIONS AS REQUIRED AND ENSURING THAT BACKGROUND INVESTIGATIONS REMAIN CURRENT (NOT OLDER THAN 10 YEARS) THROUGHOUT THE CONTRACT PERFORMANCE PERIOD.

IT SYSTEMS ACCESS

WHEN ACCESS TO IT SYSTEMS IS REQUIRED FOR PERFORMANCE OF THE CONTRACTOR EMPLOYEE'S DUTIES, SUCH EMPLOYEES SHALL INPROCESS WITH THE NAVY COMMAND'S SECURITY MANAGER AND INFORMATION ASSURANCE MANAGER UPON ARRIVAL TO THE NAVY COMMAND AND SHALL OUT-PROCESS PRIOR TO THEIR DEPARTURE AT THE COMPLETION OF THE INDIVIDUAL'S PERFORMANCE UNDER THE CONTRACT. COMPLETION AND APPROVAL OF A SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) FORM IS REQUIRED FOR ALL INDIVIDUALS ACCESSING NAVY INFORMATION TECHNOLOGY RESOURCES. THE SAAR-N SHALL BE FORWARDED TO THE NAVY COMMAND'S SECURITY MANAGER AT LEAST 30 DAYS PRIOR TO THE INDIVIDUAL'S START DATE. FAILURE TO PROVIDE THE REQUIRED DOCUMENTATION AT LEAST 30 DAYS PRIOR TO THE INDIVIDUAL'S START DATE SHALL RESULT IN DELAYING THE INDIVIDUAL'S START DATE.

WHEN REQUIRED TO MAINTAIN ACCESS TO REQUIRED IT SYSTEMS OR NETWORKS, THE CONTRACTOR SHALL ENSURE THAT ALL EMPLOYEES REQUIRING ACCESS COMPLETE ANNUAL INFORMATION ASSURANCE (IA) TRAINING, AND MAINTAIN A CURRENT REQUISITE BACKGROUND INVESTIGATION. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL CONTACT THE COMMAND SECURITY MANAGER FOR GUIDANCE WHEN REINVESTIGATIONS ARE REQUIRED.

SECURITY APPROVAL PROCESS

THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL ENSURE THAT EACH INDIVIDUAL EMPLOYEE PENDING ASSIGNMENT SHALL ACCURATELY COMPLETE THE REQUIRED FORMS FOR SUBMISSION TO THE NAVY COMMAND'S SECURITY MANAGER. THE CONTRACTOR'S SECURITY REPRESENTATIVE SHALL SCREEN THE INVESTIGATIVE QUESTIONNAIRES FOR COMPLETENESS AND ACCURACY AND FOR POTENTIAL SUITABILITY/SECURITY ISSUES PRIOR TO SUBMITTING THE REQUEST TO THE NAVY COMMAND'S SECURITY MANAGER. FORMS AND FINGERPRINT CARDS MAY BE OBTAINED FROM THE NAVY COMMAND'S SECURITY MANAGER. THESE REQUIRED ITEMS, SHALL BE FORWARDED TO THE NAVY COMMAND'S SECURITY MANAGER FOR PROCESSING AT LEAST

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30 DAYS PRIOR TO THE INDIVIDUAL EMPLOYEE'S ANTICIPATED DATE FOR REPORTING FOR DUTY. THE NAVY COMMAND'S SECURITY MANAGER WILL REVIEW THE SUBMITTED DOCUMENTATION FOR COMPLETENESS PRIOR TO SUBMITTING IT TO THE OFFICE OF PERSONNEL MANAGEMENT (OPM). SUITABILITY/SECURITY ISSUES IDENTIFIED BY THE NAVY COMMAND'S SECURITY MANAGER MAY RENDER THE CONTRACT EMPLOYEE INELIGIBLE FOR THE ASSIGNMENT. A FAVORABLE REVIEW OF THE QUESTIONNAIRE AND ADVANCE FINGERPRINT RESULTS ARE REQUIRED AS AN INTERIM MEASURE PRIOR TO THE CONTRACT EMPLOYEE START DATE. AN UNFAVORABLE DETERMINATION MADE BY THE NAVY COMMAND'S SECURITY MANAGER IS FINAL AND SUCH A DETERMINATION DOES NOT RELIEVE THE CONTRACTOR FROM MEETING ANY CONTRACTUAL OBLIGATION UNDER THE CONTRACT.

IF CONTRACTOR EMPLOYEES ALREADY POSSESS A CURRENT FAVORABLY ADJUDICATED INVESTIGATION, THE NAVY COMMAND'S SECURITY MANAGER WILL USE THE VISIT AUTHORIZATION REQUEST (VAR) VIA THE JOINT PERSONNEL ADJUDICATION SYSTEM (JPAS). THE CONTRACTOR SHALL INCLUDE THE IT POSITION CATEGORY PER SECNAV M-5510.30 FOR EACH EMPLOYEE DESIGNATED ON A VAR. THE VAR REQUIRES ANNUAL RENEWAL FOR THE DURATION OF THE EMPLOYEE'S PERFORMANCE UNDER THE CONTRACT.

THE NAVY COMMAND'S SECURITY MANAGER WILL FORWARD THE REQUIRED FORMS TO OPM FOR PROCESSING. ONCE THE INVESTIGATION IS COMPLETE, THE RESULTS WILL BE FORWARDED BY OPM TO THE DON CENTRAL ADJUDICATION FACILITY (CAF) FOR A POSITION OF TRUST DETERMINATION. WHEN A FAVORABLE DETERMINATION IS NOT MADE, CONTRACTOR EMPLOYEES SHALL NOT BE PERMITTED TO WORK ON THIS CONTRACT EFFORT AND IF ALREADY WORKING ON THE CONTRACT SHALL BE REMOVED IMMEDIATELY.

THE POTENTIAL CONSEQUENCES OF ANY REQUIREMENTS UNDER THIS CLAUSE INCLUDING DENIAL OF ACCESS FOR A PROPOSED CONTRACTOR EMPLOYEE WHO FAILS TO OBTAIN A FAVORABLE TRUSTWORTHINESS DETERMINATION IN NO WAY RELIEVES THE CONTRACTOR FROM THE REQUIREMENT TO EXECUTE PERFORMANCE UNDER THE CONTRACT WITHIN THE TIMEFRAMES SPECIFIED IN THE CONTRACT. CONTRACTORS SHALL PLAN AHEAD IN PROCESSING THEIR EMPLOYEES AND SUBCONTRACTOR EMPLOYEES FOR WORKING IN NONSENSITIVE POSITIONS, WITH SENSITIVE INFORMATION, AND/OR ON GOVERNMENT IT SYSTEMS. THE CONTRACTOR SHALL INSERT THIS CLAUSE IN ALL SUBCONTRACTS WHEN THE SUBCONTRACTOR IS PERMITTED TO HAVE PHYSICAL ACCESS TO A FEDERALLY CONTROLLED FACILITY AND/OR ACCESS TO A FEDERALLY-CONTROLLED INFORMATION SYSTEM/NETWORK AND/OR ACCESS TO GOVERNMENT INFORMATION.

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SECTION J LIST OF ATTACHMENTS

Attachment I: SCA Wage Determination

Attachment II: Contractor Discrepancy Report

Attachment III: Final DD254