

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT1. CONTRACT ID CODE
UPAGE OF PAGES
1 22. AMENDMENT/MODIFICATION NO.
293. EFFECTIVE DATE
17-Sep-20134. REQUISITION/PURCHASE REQ. NO.
N6227113RC33506
N6227113RCGHT01 N62271135. PROJECT NO. (If applicable)
N/A

6. ISSUED BY CODE

N00244

7. ADMINISTERED BY (If other than Item 6) CODE

S2404A

NAVSUP FLC San Diego, Code 200
3985 Cummings Road
San Diego CA 92136-4200
claudia.aguzar@navy.mil 619-556-6145DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

MAC Consulting Services, INC
12388 Falkirk Drive
Fairfax VA 22033

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-06-D-4798-NW03

10B. DATED (SEE ITEM 13)

28-Sep-2010

CAGE CODE
1PBQ4

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.

 B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority)
FAR 52.217-9 Option to Extend the Term of the ContractE. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

Michael Skratulia, President

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Bonnie A Sears, Contracting Officer

15B. CONTRACTOR/OFFEROR

/s/Michael Skratulia

(Signature of person authorized to sign)

15C. DATE SIGNED

19-Sep-2013

16B. UNITED STATES OF AMERICA

BY /s/Bonnie A Sears

(Signature of Contracting Officer)

16C. DATE SIGNED

20-Sep-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

GENERAL INFORMATION

The purpose of this modification is to exercise Option Year 3 under CLINs 4004 and 6004 and to add incremental funding in the amount [REDACTED] for CLINs 4003, 6003, 4004, and 6004. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by [REDACTED] to [REDACTED].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400326	O&MN,N	0.00	[REDACTED]	[REDACTED]
400327	O&MN,N	0.00	[REDACTED]	[REDACTED]
400328	O&MN,N	0.00	[REDACTED]	[REDACTED]
400401	O&MN,N	0.00	[REDACTED]	[REDACTED]
400402	O&MN,N	0.00	[REDACTED]	[REDACTED]
400403	O&MN,N	0.00	[REDACTED]	[REDACTED]
600317	O&MN,N	0.00	[REDACTED]	[REDACTED]
600318	O&MN,N	0.00	[REDACTED]	[REDACTED]
600401	O&MN,N	0.00	[REDACTED]	[REDACTED]
600402	O&MN,N	0.00	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4004	0.00	[REDACTED]	[REDACTED]
6004	0.00	[REDACTED]	[REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
4001	U009	Education Support IAW the Performance Work Statement in Section C herein. (O&MN,N)	1.0	LO	██████████	██████████	██████████
400101	U009	N6227110RCRL010 ACRN AA (O&MN,N)					
400102	U009	N6227110RCRL010 ACRN AB (O&MN,N)					
400103	U009	N6227110RCRL010 ACRN AC (O&MN,N)					
400104	U009	N6227110RCRL010 ACRN AD (O&MN,N)					
400105	U009	N6227110RCRL010 ACRN AE (O&MN,N)					
400106	U009	N6227110RCRL006 ACRN AH (O&MN,N)					
400107	U009	N6227111RCM8R01 ACRN AJ (O&MN,N)					
400108	U009	N6227111RCDU909 ACRN AN, Incremental funding (O&MN,N)					
400109	U009	N6227111RCDU909 ACRN AP Incremental funding (O&MN,N)					
400110	U009	N6227111RCDU909 ACRN AQ, Incremental funding (O&MN,N)					
4002	U009	First Option Year Education Support IAW PWS in Section C herein (O&MN,N)	1.0	LO	██████████	██████████	██████████

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400201 U009 Funding provided
on RCP
N6227111RCDU906,
Incrementally
Funded (O&MN,N)

400202 U009 Funding provided
on RCP
N6227111RCDU906,
Incrementally
Funded (O&MN,N)

400203 U009 Funding provided
on RCP
N6227111RCDU90601
(O&MN,N)

400204 U009 Funding provided
on RCP
N6227112RCF1401,
Incrementally
Funded (O&MN,N)

400205 U009 Funding provided
on RCP,
N6227112RCU2V01
(O&MN,N)

400206 U009 Funding provided
on RCP,
N6227112RCX2V02
(O&MN,N)

400207 U009 Funding provided
on RCP,
N6227112RCU2V01
(O&MN,N)

400208 U009 Funding provided
on RCP,
N6227112RCU2V01
(O&MN,N)

400209 U009 Funding provided
on RCP,
N6227112RCFBK01
(O&MN,N)

400210 U009 Funding provided
on RCP,
N6227112RCFBK01
(O&MN,N)

400211 U009 Funding provided
on RCP,
N6227112RCFBK01
(O&MN,N)

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400212 U009 Fundng provided
on RCP,
N6227112RCLJW02
(O&MN,N)

400213 U009 Fundng provided
on RCP,
N6227112RCLJW02
(O&MN,N)

400214 U009 Fundng provided
on RCP,
N6227112RCLJW02
(O&MN,N)

400215 U009 Funding provided
on RCP,
N6227112RCF2M02
(O&MN,N)

400216 U009 Funding provided
on RCP,
N6227112RCF2M02
(O&MN,N)

400217 U009 Funding provided
on RCP,
N6227112RCF2M02
(O&MN,N)

400218 U009 Funding provided
on RCP,
N6227112RCF2M02
(O&MN,N)

400219 U009 Funding provided
on RCP,
N6227112RCY0001
(O&MN,N)

400220 U009 Funding provided
on RCP,
N6227112RCX2V06
(O&MN,N)

400221 U009 Funding provided
on RCP,
N6227112RCX2V06
(O&MN,N)

400222 U009 Funding provided
on RCP,
N6227112RCX2V06
(O&MN,N)

400223 U009 Funding provided
on RCP,

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N6227112RCFHH07
(O&MN,N)

400224 U009 Funding provided
on RCP,
N6227112RCFHC01
(O&MN,N)

400225 U009 Funding provided
on RCP,
N6227112RCFE801
(O&MN,N)

400226 U009 Funding provided
on RCP,
N6227112RCX2201
(O&MN,N)

400227 U009 Funding provided
on RCP,
N6227112RCFEX01
(O&MN,N)

400228 U009 Funding provided
on RCP,
N6227112RCHX401
(O&MN,N)

400229 U009 Funding provided
on RCP,
N6227112RCHX401
(O&MN,N)

400230 U009 Funding provided
on RCP,
N6227112RCFHH09
(O&MN,N)

4003 U009 Second Option 1.0 LO ██████████ ██████████ ██████████
Year Education
Support IAW PWS
in Section C
herein (O&MN,N)

400301 U009 Funding Provided
on RCP:
N6227112RCX2202
(O&MN,N)

400302 U009 Funding Provided
on RCP:
N6227112RCFBL34
(O&MN,N)

400303 U009 Funding Provided
on RCP:
N6227112RCFBL34
(O&MN,N)

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400304 U009 Funding Provided
on RCP:
N6227112RCFBL34
(O&MN,N)

400305 U009 Funding Provided
on RCP:
N6227112RCFBL34
(O&MN,N)

400306 U009 Funding Provided
on RCP:
N6227112RCFBL34
(O&MN,N)

400307 U009 Funding Provided
on RCP:
N6227112RCP2V01
(O&MN,N)

400308 U009 Funding Provided
on RCP:
N6227112RCWY401
(O&MN,N)

400309 U009 Funding Provided
on RCP:
N6227112RCWY401
(O&MN,N)

400310 U009 Funding Provided
on RCP:
N6227112RCFUM01
(O&MN,N)

400311 U009 Funding Provided
on RCP:
N6227112RCFUM01
(O&MN,N)

400312 U009 Funding Provided
on RCP:
N6227112RCFUM01
(O&MN,N)

400313 U009 Funding Provided
on RCP:
N6227112RCFUM01
(O&MN,N)

400314 U009 Funding Provided
on RCP:
N6227112RCFK800
(O&MN,N)

400315 U009 Funding Provided
on RCP:

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N6227112RCFK800
(O&MN,N)

400316 U009 Funding Provided
on RCP:
N6227112RCFK800
(O&MN,N)

400317 U009 Funding Provided
on RCP:
N6227113RCK1101
(O&MN,N)

400318 U009 Funding Provided
on RCP:
N6227113RCFBL15
(O&MN,N)

400319 U009 Funding Provided
on RCP:
N6227113RCFBL15
(O&MN,N)

400320 U009 Funding Provided
on RCP:
N6227113RCG7101
(O&MN,N)

400321 U009 Funding Provided
on RCP:
N6227113RCK1103
(O&MN,N)

400322 U009 Funding Provided
on RCP:
N6227113RC33501
(O&MN,N)

400323 U009 Funding Provided
Per RCP:
N6227113RC33503
(O&MN,N)

400324 U009 Funding Provided
Per RCP:
N6227113RC33503
(O&MN,N)

400325 U009 Funding Provided
Per RCP:
N6227113RC33503
(O&MN,N)

400326 U009 Funding provided
per RCP:
N6227113RCGHT01
(O&MN,N)

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400327 U009 Funding provided
per RCP:
N6227113RCGHT01
(O&MN,N)

400328 U009 Funding provided
per RCP:
N6227113RCGHT01
(O&MN,N)

4004	U009	Third Option Year Education Support IAW PWS in Section C herein (O&MN,N)	1.0	LO	██████████	██████████	██████████
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400401 U009 Funding provided
per RCP:
N6227113RC33506
(O&MN,N)

400402 U009 Funding provided
per RCP:
N6227113RCGNL01
(O&MN,N)

400403 U009 Funding provided
per RCP:
N6227113RCGNL01
(O&MN,N)

4005	U009	Fourth Option Year Education Support IAW PWS in Section C herein (O&MN,N) Option	1.0	LO	██████████	██████████	██████████
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For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
6001	U009	Base year Education Support Other Direct Costs (O&MN,N)	1.0	LO	██████████
600101	U009	N6227110RCRL010 ACRN AF (O&MN,N)			
600102	U009	N6227110RCRL010 ACRN AG (O&MN,N)			
600103	U009	N6227111RCM8R01 ACRN AK (O&MN,N)			

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600104 U009 N6227111RCDU909
ACRN AP
Incremental
Funding (O&MN,N)

6002 U009 First Option Year 1.0 LO XXXXXXXXXX
Education Support
Other Direct
Costs (O&MN,N)

600201 U009 Funding provided
on RCP
N6227111RCDU906,I
ncrementally
Funded (O&MN,N)

600202 U009 Funding provided
on RCP
N6227111RCDU906,I
ncrementally
Funded (O&MN,N)

600203 U009 Funding provided
on RCP
N6227111RCDU90601
, Incrementally
(O&MN,N)

600204 U009 Funding provided
on
RCPN6227111RCDU90
601,
Incrementally
(O&MN,N)

600205 U009 Funding provided
on RCP:
N6227112RCF1401,
Incrementally
Funded (O&MN,N)

600206 U009 Funding provided
on RCP:
N6227112RCU2V01
(O&MN,N)

600207 U009 Funding provided
on RCP:
N6227112RCFBK01
(O&MN,N)

600208 U009 Funding provided
on RCP:
N6227112RCFBK01
(O&MN,N)

600209 U009 Funding provided
on RCP:

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N6227112RCFBK01
(O&MN,N)

600210 U009 Funding provided
on RCP,
N6227112RCLJW02
(O&MN,N)

600211 U009 Funding provided
on RCP,
N6227112RCLJW02
(O&MN,N)

600212 U009 Funding provided
on RCP,
N6227112RCF2M02
(O&MN,N)

600213 U009 Funding provided
on RCP,
N6227112RCF2M02
(O&MN,N)

600214 U009 Funding provided
on RCP,
N6227112RCF2M02
(O&MN,N)

600215 U009 Funding provided
on RCP,
N6227112RCF2M02
(O&MN,N)

600216 U009 Funding provided
on RCP,
N6227112RCY0001
(O&MN,N)

600217 U009 Funding provided
on RCP,
N6227112RCX2V06
(O&MN,N)

600218 U009 Funding provided
on RCP,
N6227112RCX2V06
(O&MN,N)

600219 U009 Funding provided
on RCP,
N6227112RCFHC01
(O&MN,N)

600220 U009 Funding provided
on RCP,
N6227112RCFE801
(O&MN,N)

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600221 U009 Funding provided
on RCP,
N6227112RCX2201
(O&MN,N)

600222 U009 Funding provided
on RCP,
N6227112RCFEX01
(O&MN,N)

600223 U009 Funding provided
on RCP,
N6227112RCHX401
(O&MN,N)

6003 U009 Second Option 1.0 LO XXXXXXXXXX
Year Education
Support Other
Direct Costs
(O&MN,N)

600301 U009 Funding provided
per RCP:
N6227112RCX2202
(O&MN,N)

600302 U009 Funding provided
per RCP:
N6227112RCFBL34
(O&MN,N)

600303 U009 Funding provided
per RCP:
N6227112RCFBL34
(O&MN,N)

600304 U009 Funding provided
per RCP:
N6227112RCFBL34
(O&MN,N)

600305 U009 Funding provided
per RCP:
N6227112RCFBL34
(O&MN,N)

600306 U009 Funding provided
per RCP:
N6227112RCWY401
(O&MN,N)

600307 U009 Funding provided
per RCP:
N6227112RCFUM01
(O&MN,N)

600308 U009 Funding provided
per RCP:

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N6227112RCFUM01
(O&MN,N)

600309 U009 Funding provided
per RCP:
N6227112RCFUM01
(O&MN,N)

600310 U009 Funding provided
per RCP:
N6227113RCK1101
(O&MN,N)

600311 U009 Funding provided
per RCP:
N6227113RCG7101
(O&MN,N)

600312 U009 Funding provided
per RCP:
N6227113RCK1103
(O&MN,N)

600313 U009 Funding provided
per RCP:
N6227113RC33501
(O&MN,N)

600314 U009 Funding provided
per RCP;
N6227113RC33503
(O&MN,N)

600315 U009 Funding provided
per RCP;
N6227113RC33503
(O&MN,N)

600316 U009 Funding provided
per RCP;
N6227113RC33503
(O&MN,N)

600317 U009 Funding provided
per RCP:
N6227113RCGHT01
(O&MN,N)

600318 U009 Funding provided
per RCP:
N6227113RCGHT01
(O&MN,N)

6004 U009 Third Option Year 1.0 LO ████████████████████
Education Support
Other Direct
Costs (O&MN,N)

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600401 U009 Funding provided
per RCP:
N6227113RC33506
(O&MN,N)

600402 U009 Funding provided
per RCP:
N6227113RCGNL01
(O&MN,N)

6005 U009 Fourth Option 1.0 LO ████████████████████
Year Education
Support Other
Direct Costs
(O&MN,N)
Option

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement: *Education Support*

Center for Homeland Defense and Security (CHDS)

School of International Graduate Studies

Naval Postgraduate School

Monterey, California

1.0 SCOPE

The contractor shall provide technical, professional and administrative support for the Center For Homeland Defense and Security (CHDS) education programs. The Contractor shall be tasked to identify programmatic weaknesses and offer real-time solutions to not only day to day issues; but, the contractor will offer long-term solutions designed to improve the varied initiatives under the targeted CHDS education programs. It shall identify new, or improve upon existing, training/instruction and develop training/instruction that meet the CHDS strategic homeland security education mission and functions. Those missions and functions support varied stakeholders including, but not limited to: Department of Homeland Security, Department of Defense, the Naval Postgraduate School (NPS) and its School of International Graduate Studies (SIGS). The Center of Homeland Defense and Security (CHDS) Programs to be supported by this proposed Task Order are the Master's Degree Program, Executive Leadership Program, the Homeland Security Executive Education Mobile Education Team (MET), the University and Agency Partnership Initiative (UAPI) and Special Projects. The Contractor shall be responsible for doing

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corollary administrative tasks to include, but not limited to, planning conferences, maintaining course records and financial documentation, arranging for mobile training sites, and various administrative tasks associated with recording relevant data and maintaining accurate records relating to course attendance and credit. It shall overall be responsible for recruiting and retaining trained professional instructors and professors; and shall be held accountable to provide subject-matter experts necessary to achieve the tasks set forth in this Performance Work Statement (PWS).

2.0 BACKGROUND

The Center for Homeland Defense and Security (CHDS), located at the Naval Postgraduate School (NPS) School of International Graduate Studies (SIGS) in Monterey, California, has been the nation’s premier provider of Homeland Security graduate and executive level education since 2002. NPS and the U.S. Department of Homeland Security (DHS) have partnered to pioneer the development and delivery of “cutting edge” graduate and executive programs for senior homeland security officials at the Federal, state and local levels of government and the Military Services. The CHDS mission guidance, coordination of new programs and curriculum development efforts, and annual funding for execution are provided by the DHS, National Preparedness Directorate, Federal Emergency Management Agency (FEMA).

The core CHDS education programs to be supported by this contract include the NPS Homeland Security Master of Arts (MA) Degree, the Homeland Security Executive Leadership Program (ELP), the Executive Education Mobile Education Team (MET) seminars for governors and other state and local executives, the University and Agency Partnership Initiative (UAPI) and Special Projects as described below.

Masters of Arts (MA) Degree Program: The CHDS offers the first Homeland Security MA Degree in the United States. The MA program is fully funded by DHS and is offered at no cost to eligible local, state, and DHS Federal officials. The curriculum is

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structured to reach students who are already serving in significant Homeland Security assignments and cannot enroll in a typical in-residence degree program due to the demands of their current positions. The program is structured as a hybrid in-residence / network-based learning curriculum of study.

Executive Leadership Program: The target audience for this program is the most senior HS officials in State, Local, Tribal and Federal Governments as well as private sector partners. This program consists of four modules beginning with foundational aspects of homeland security and the threats, proceeding to describe the nature of the threats, legal and cultural aspects of preventing and preparing for the threats, the collaborations necessary to effectively manage the information sharing, threat recognition, protection measures, and plans in preparation for action. Each of the one-week seminars offers presentations on selected topics around leadership, networks, and the nature and scope of the Homeland Security issues which are used to assess the strategic application of the resources of the local, state, tribal, and federal jurisdictions to address those issues.

The Homeland Security Executive Education Mobile Education Team (MET) seminar: The MET is an intensive half-day program designed to assist state and local governments in strengthening the nation's capability to prevent, deter and respond to domestic terrorist attacks, and to build intergovernmental, interagency and civil-military cooperation required to defeat terrorism worldwide. The seminars are conducted by CHDS MET members comprised of nationally-recognized experts in Homeland Security planning and response operations.

The University and Agency Partnership Initiative (UAPI): The UAPI brings together Institutions nationwide which are dedicated to advancing homeland security education. The effort seeks to increase the number and diversity of students receiving homeland security education, accelerate establishment of high quality academic programs, and provide opportunities for collaboration to create an intellectual

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multiplier effect that furthers the study of homeland security.

Special Projects: Special Projects are by their very nature intermittent and consist of dynamic requirements. The type of support required to meet these requirements is extremely varied. Many of these projects are driven by changes in the threat and identification of areas where studies need to be conducted. These changes, identified by the Department of Homeland Security, are initially unknown and developed over time.

A full description of the courses and programs currently offered will be set forth for review as needed as an attachment to this solicitation. Attachment 1.

3.0 SPECIFIC TASKS

3.1 Task Overview

The contractor shall provide instructional and logistical support for the CHDS, MA Degree Education Program, Executive Leadership Program, METs, UAPI and strategic Special Project initiatives by performing the tasks outlined below.

3.2 Studies – Program Improvement

3.2.1 The contractor shall conduct surveys of various university and college programs to determine if improvements can be made to the CHDS programs. Contractor shall identify weaknesses in the programs surveyed or studied, as well as the CHDS programs. It shall offer cogent, well-researched suggestions on improvements to the CHDS, NPS accreditation requirements, and even suggest improvements to the studied university/college curricula. It will identify improvements to current courses and training and then provide necessary planning documents to effect necessary changes to those courses, training. The contractor shall report on findings and/or

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make recommendations in the specific formats set forth in individual technical direction letters.

3.3 Course and Training Planning and Execution

3.3.1 For the MA, ELP and UAPI Programs the contractor shall develop courses at the graduate-level in the varied subject areas related to homeland security, such as: asymmetric conflict, technology, intelligence, law enforcement and judicial systems, critical infrastructure, comparative governments, psychology of terrorism and the roles of federal, state and local governments in homeland security strategy and policy planning and research methods.

3.3.2 The contractor shall develop lectures and course materials, identify supplemental readings and other research/reference resources, and prepare syllabi/instructional material (in printed or other web-based media format) in support of the MA, ELP and UAPI programs.

3.3.3 For the MA, ELP and UAPI The contractor shall conduct graduate-level courses in-residence at NPS, Shepherdstown, or other locations to be designated, or through distance learning modules.

3.3.4 In support of the MET the contractor shall develop curriculum for target States and Localities. The contractor shall coordinate with State, Regional and Urban government agencies and other program customers to plan and execute METs. This may include pre-MET coordination visits, curriculum development and/or adjustment from existing or base curriculum and team composition design. The contractor will deploy SMEs that will enhance the METs program and assist in translating federal standards to other federal agencies, and state and local participants in the MET program.

3.3.5 Recommendations for improvements to the CHDS Master's Degree curriculum may be developed by the contractor, with a view to identifying new courses or changes

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to existing course materials which update the information provided by U.S. Government policies and practices regarding counter-terrorism and new national or international initiatives which are seen to be impacting U.S. homeland security and defense organizations in the future.

3.3.6 The contractor shall plan, develop, recommend, and then execute tailored seminar programs that are designed to address specific strategic planning, policy development and organizational design challenges facing federal, State and Local government officials and organizations involving homeland security missions as required by NPS.

3.3.7 The contractor shall plan, recommend, support and execute NPS-CHDS workshops, symposia, conferences, seminars, short courses and related professional gatherings which are designed to bring together members of academia, government officials and industry representatives to discuss concepts, principles and practices in homeland security and defense and combating terrorism. The likely site will be at NPS. The courses shall be no more than 1 week in duration, usually, and shall be tailored to meet developing homeland-security threats; it will also provide targeted students with the requisite tools to understand that threat, coordinate responses, and advance homeland security at the federal, state and local levels.

3.4 Related Administrative Tasks

3.4.1 The contractor shall develop, print, reproduce, assemble and ship all course material to support the scheduled event date(s) if required. The contractor shall ensure that all course material is maintained and updated reflecting the current Homeland Security environment.

3.4.2 The contractor shall track all functions to be accomplished on this task, such as administrative, logistics, funding, managerial and technical activities, and expenditures/obligations.

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3.4.3 The contractor shall provide the Government Program Manager with reports and metrics that can be used to accurately assess the overall quality of the services provided and the performance of the contractor personnel.

3.4.4 The contractor shall provide administrative support for the Executive Education MET Program, including the Program Manager and its faculty, staff and participants. With the concurrence of the Task Order Manager (TOM), provide information to, and coordinate with, all offices within the Naval Postgraduate School (NPS) and to external agencies engaged in similar activities.

3.4.5 The contractor shall handle administrative details relating to all program-related travel..

3.4.6 The contractor shall coordinate all proposed venues, schedules, logistics arrangements and estimated costs for each MET and Special Event. Contractor shall ensure that all laws and regulations are examined before entering into any subcontracts.

3.4.7 The contractor will develop and present a plan for each event to include developing the overall theme for the event, a recommended list of issues to be discussed, advertising plan, registration and a prospective list of invitees and presenters in advance of execution.

3.4.8 The contractor shall conduct course evaluations for all instruction delivered. Student attendees and faculty will participate in the evaluation process. The general structure of the evaluation form(s) used (paper or electronic input) and the desired output data and report format will be agreed to by the CHDS Director and/or Academic Associate.

3.4.9 The contractor shall coordinate the ongoing expansion of the collaborative CHDS University and Agency Partnership Initiative (UAPI). Provide briefings as required and attend organizational meetings with potential UAPI partners as part of its

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data collection requirements/studies.

3.5 Mentorship

3.5.1 The contracted professors shall serve as a thesis advisor(s) for Master's Degree candidates who are completing their Homeland Security thesis requirement. The contractor shall provide fully qualified professionals with a skill-set to advise on topic selection relevant to the CHDS programs outlined above. The professionals will meet no less than once weekly and shall conduct one-on-one advisory sessions with up to ten students, one hour each. The goal or objective of this session is to allow the students to develop a professional thesis meeting the goals of the MA Degree program AND the goals, objectives of the CHDS.

4.0 PERFORMANCE REQUIREMENTS

The contractor shall maintain the highest performance levels. The quality of instruction support for the CHDS education mission will be the primary focus at all times. The CHDS Director and Executive Director, Academic Associate, faculty and students/attendees will evaluate performance on a continual basis. The contractor will be advised whenever the Government determines that performance standards (e.g. quality of instructors and/or delivery of courses) are not meeting acceptable NPS/CHDS academic standards. Performance of tasks under this contract may be on the NPS Monterey, CA campus, in the Washington DC-area National Capital Region classroom site in Shepherdstown, West Virginia, or in various other State and Locality locations as directed by the Government. Some work may be performed at the contractor's location.

4.1 Deliverables. The contractor shall provide the designated CHDS Government Representative with the following contract deliverables:

4.1.1 Monthly Progress Report: The contractor will submit a monthly progress report

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by the 10th working day of the month following the end of the reporting period. This monthly progress report will detail tasks accomplished in support of each CHDS education program (MA Degree, Executive Leadership, and UAPI Programs), each CHDS Special Project and MET conducted during the reporting period. The report will also include a synopsis of activities planned for the next reporting period.

4.1.2 Financial Reports: The contractor will submit monthly reports which detail the courses taught by each instructor/guest speaker/subject matter expert and the labor charges per event. The financial report will also include a breakout of the total charges with a breakout of individual instructor labor, travel and other direct costs (ODCs) being billed that month. The monthly financial report for each current task will be submitted by the 10th working day of the month following the reporting period.

4.1.3 After-Action Reports: The Executive Education MET Program will include after-action reports for each seminar event, to be delivered 45 working days after completion of the seminar. The report will include, but not be limited to, details of students/attendees, topics covered, and the contractor's assessment of the seminar overall and any follow-on activities planned with the government organizations involved in the event.

4.1.4 Individual Course Evaluations: Conduct course evaluations for all instruction delivered. Completed evaluation packages will be delivered to the CHDS Academic Associate for review and determination of Government action(s) required.

4.2 Report Formats: The format for the above reports will be agreed upon between the contractor and the Government TOM during the first 30 days of contract performance. Additional report elements can/will be added as required. When clarifications are requested on individual sections of the monthly reports, the contractor will respond within a minimum of five working days of the Government request.

4.3 Class Schedule: For the BASE PERFORMANCE PERIOD BEGINNING 16

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September 2010, the CHDS instruction plan includes the following number of courses in support of the MA Degree and Executive Leadership Programs (each class will run for one week).

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CHDS Master's Degree Program Schedule

DATE	COHORT NUMBER (30 STUDENTS)	FACULTY (EST)
Sep 20-24 2010	Monterey, California	4
Sep 27- Oct 06 2010	Sheperdstown, West Virginia	8
Sep 27- Oct 08 2010	Monterey, California	8
Oct 18-29 2010	Monterey, California	8
Nov 29- Dec 10 2010	Sheperdstown, West Virginia	8
Dec 13-16 2010	Sheperdstown, West Virginia	4
Jan 03-12 2011	Monterey, California	8
Jan 17-28 2011	Monterey, California	8
Mar 07-18 2011	Sheperdstown, West Virginia	8
Mar 21-25 2011	Monterey, California	4
Apr 18-29 2011	Monterey, California	8
Jun 06-17 2011	Sheperdstown, West Virginia	8
Jul 11- 20 2011	Monterey, California	8

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CHDS Executive Leadership Schedule

DATE	COHORT (30 PARTICIPANTS)	FACULTY (ESTIMATED)
Nov 01-05 2010	Monterey, California	8
Feb 07-10 2011	Monterey, California	10
Feb 28-Mar 4 2011	Monterey, California	10
Apr 11-15 2011	Monterey, California	10
May 16-20 2011	Monterey, California	10
Jul 25-29 2011	Monterey, California	10
Aug 22-26 2011	Monterey, California	10

Executive Education MET Seminars: The planned number of MET programs to be delivered during the BASE PERFORMANCE PERIOD BEGINNING 16 Sep 2010 is estimated at a total of 40 events. The actual schedule of these individual events has not been established as each must be arranged with the cognizant State, Regional or Urban government entity involved. For planning purposes, the estimated annual total should be used. Generally, each MET session involves 6-9 Subject Matter Experts, a

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facilitator and admin/logistical support personnel.

5.0 DELIVERABLES

5.1 Deliverables shall include but not be limited to the following:

DELIVERABLE DESIGNATION	TASK OR PERFORMANCE REQUIREMENT	DESCRIPTION OR TYPE OF FORMAT	DUE DATE	REVIEWER OR ACCEPTING OFFICIAL
MONTHLY PROGRESS REPORT ON STATUS OF CHDS TASKS	4.1.1	Comprehensive monthly progress report covering tasks/output and estimated completion date(s)	Monthly (by 10 th working day)	CHDS Director, Academic Associate or TOM
MONTHLY FINANCIAL REPORT FOR CHDS TASKS	4.1.2	Summary of expenditures by labor, travel and ODCs for each open task	Monthly (by 10 th working day)	CHDS Director, Academic Associate or TOM
INDIVIDUAL TASK COMPLETION REPORTS	3.3.1-3.3.7	Narrative format and accompanying data as directed by COTR at	As required	CHDS Director, Academic Associate or

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		start of task		TOM
WORKSHOPS, CONFERENCES, SYMPOSIA AND OTHER EVENTS	3.3.7	Each event to be executed as directed by TOM at start of task	As required	CHDS Director, Academic Associate or TOM
INDIVIDUAL COURSE EVALUATIONS (MA AND EXECUTIVE LEADERSHIP PROGRAMS)	4.1.4	Summary evaluation report based on student/attendee input completed during each session of instruction (MA and Executive Leadership Programs	One week following course delivery	CHDS Director, Academic Associate or TOM
AFTER ACTION REPORTS FOR MET SEMINARS	4.1.3	Student/attendee details, topics covered, instructor's assessment and follow-on actions	45 Days after MET completion	CHDS Director, Academic Associate or TOM

6.0 TRAVEL

The Contractor shall coordinate attendee travel and lodging for each in-residence sessions. Additionally the Contractor shall coordinate travel for conferences and seminars as directed by the Task Order Manager. Contractor (faculty, guest speakers and/or subject matter experts) travel is anticipated in executing this contract. All travel will be in accordance with the provisions of the Joint Travel Regulation (JTR), and any costs above those allowed by the JTR shall be in accordance with the FAR 31.205-46(a)3i-iii. Some travel may also be authorized to conduct research, present

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briefs or scholarly papers, and for collaborative endeavors. Travel may be required for attendance at selected conferences for training related to the performance of specific duties. Travel will be required by contractor faculty who are expected to provide instruction at the Naval Postgraduate School, and to attend selected conferences and seminars related to the performance of specific duties. Travel and miscellaneous costs in support of CHDS programs are to be reimbursed based on actual travel cost and shall be in accordance with the JTR or meet the exceptions in FAR 31.205-46(a)3i-iii and shall not be performed without prior authorization from the CHDS Government Representative at NPS.

7.0 PERIOD OF PERFORMANCE

The contract will be for a base year of performance from **28 SEP 2010 to 27 SEP 2011**.

Four one-year option periods are requested as follows:

Option year one: **28 SEP 2011 to 27 SEP 2012**

Option year two: **28 SEP 2012 to 27 SEP 2013**

Option year three: **28 SEP 2013 to 27 SEP 2014**

Option year four: **28 SEP 2014 to 27 SEP 2015**

8.0 GOVERNMENT-FURNISHED PROPERTY AND INFORMATION

8.1 Workspace. The contractor personnel performing work at the NPS campus in Monterey, California will be furnished with a Government office environment. This includes access to the workspace, office supplies, access to standard personal computers for unclassified networks, telephone, facsimile, and access to photocopy and presentation equipment as determined necessary by the Government. This also includes:

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8.1.1 A roster of designated key personnel and authorized Points of Contact (POCs).

8.1.2 Security procedures; access to systems, manuals; and, operating procedures, as may be required.

8.1.3 NPS E-mail is provided to instructors and staff.

8.1.4 If beneficial to the Government, the Government may request contractor personnel working on this effort to attend Government- provided or sponsored training, relating to unique, specialized technical areas in the PWS or if tasked during performance. However, the contractor is expected to provide trained personnel for the tasks outlined below.

8.2 Course material. As required, the contractor will have access to all current CHDS course material, course evaluations, case studies, PowerPoint presentations, etc. in digital or printed format. The Government shall provide all necessary site support materials and equipment items such as flip chart and easel, chalkboard or erasable marker-whiteboard, video, overhead projector, and other expendable/consumable classroom supplies.

9.0 Classification

Unclassified.

10.0 NON PERSONAL SERVICES STATEMENT

Contractor employees performing services under this order 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 Performance Work Statement. Contractor employees will perform their duties independent of, and without the supervision of,

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any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

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SECTION D PACKAGING AND MARKING

DATA PACKAGING

All unclassified data shall be prepared for shipment in accordance with best commercial practices.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

MARKING OF REPORTS

All reports delivered by the Contactor to the Government under this task order shall prominently show on the cover of the report:

1. Name and business address of the Contractor
2. Contract Number
3. Task Order Number
4. Government sponsor's name, activity, and location

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SECTION E INSPECTION AND ACCEPTANCE

Inspection of Supplies and Services will be at destination by the government.

52.246-3 Inspection of Supplies - Cost-Reimbursement May 2001

52.246-5 Inspection of Services Cost-Reimbursement Apr 1984

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SECTION F DELIVERABLES OR PERFORMANCE

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

4001	9/28/2010 - 9/27/2011
4002	9/28/2011 - 9/27/2012
4003	9/28/2012 - 9/27/2013
4004	9/28/2013 - 9/27/2014
6001	9/28/2010 - 9/27/2011
6002	9/28/2011 - 9/27/2012
6003	9/28/2012 - 9/27/2013
6004	9/28/2013 - 9/27/2014

CLIN - DELIVERIES OR PERFORMANCE

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

4001	9/28/2010 - 9/27/2011
4002	9/28/2011 - 9/27/2012
4003	9/28/2012 - 9/27/2013
4004	9/28/2013 - 9/27/2014
6001	9/28/2010 - 9/27/2011
6002	9/28/2011 - 9/27/2012
6003	9/28/2012 - 9/27/2013
6004	9/28/2013 - 9/27/2014

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

4005	9/28/2014 - 9/27/2015
6005	9/28/2014 - 9/27/2015

Services to be performed hereunder will be provided at destinations stated in the PWS.

52.242-15 Stop-Work Order Aug 1989
52.247-34 FOB Destination Nov 1991

Contractor Notice Regarding Late Delivery

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or

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date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Service Office, if assigned. The notice shall give the pertinent details; however, such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Sean P Harrigan, MOVES
700 Dyer Road
Monterey, CA 93943-5001
spharrig@nps.edu
831-656-3940

The Section G clauses provided in the basic Seaport contract apply to this order.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

Fillins:

paragraph (a) [REDACTED] total man-hours of direct labor per year.

paragraph (b) "0" hours uncompensated effort.

paragraph (d) [REDACTED] hours divided by 52 weeks equates to the level of effort estimated to be expended each week.

Ddl-G40 "Payment, Selected Items of Cost Reimbursement Contracts" included in the basic contract applies to this order.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contact subline items number (CLIN 4000 and 6000), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) is specified below.

Items	Allotted to Cost	Allotted to Fee	Estimated Period of Performance
4001	[REDACTED]	[REDACTED]	28 SEP 2010 - 15 AUG 2011
6001	[REDACTED]	[REDACTED]	28 SEP 2010 - 15 SEP 2011

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINS/SLINS by unilateral contract modification, and any such modification shall state separately the amount allotted for cost, the amount allotted for fee, the CLINS/SLINS covered thereby, and the period of performance which the amount is expected to cover.

(c) CLINS/SLINS ___(none)___ are fully funded and performance under these CLINS/SLINS is subject to the clause of this contract entitled "LIMITATION OF COST (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINS/SLINS from the costs of performance of fully funded CLINS/SLINS

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling WAWF Customer Support: 866-618-5988.

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(2) WAWF Vendor “Quick Reference” Guides are located at the following web site:

<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC’s, must be entered for completion of the invoice in WAWF:

Table Shall be Filled in upon Award.

	<i>Routing Table</i>	<i>Contracting Officer Notes</i>
WAWF Invoice Type	<i>Cost Voucher</i>	--
Contract Number	<i>N00178-06-D-4798</i>	<i>-(Enter Contract Number)</i>
Delivery Order Number	<i>NW03</i>	<i>-(Enter DO Number)</i>
Issuing Office DODAAC	<i>N00244</i>	<i>-(Enter DODAAC of the activity issuing the contract.)</i>
Admin Office DODAAC	<i>S2404A</i>	<i>-(Enter Contract Admin Office DODAAC)</i>
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (Cost Voucher)	<i>N62271.91</i>	<i>-(Enter DODAAC (plus extension if applicable))</i>
Acceptance At Other		<i>-(Enter Other Acceptance Address if different from above (plus extension if applicable))</i>
Local Processing Office (Certifier)	<i>N62271.91</i>	<i>-(Enter LPO DODAAC (Local Admin) (plus extension if applicable) or leave blank</i>
DCAA Office DODAAC (Used on Cost Voucher’s only)	<i>HAA47F</i>	<i>-(Enter DCAA Office DODAAC when Applicable)</i> <i>- Check on DCAA website: www.dcaa.mil/</i>
Paying Office DODAAC	<i>N68732</i>	<i>-(Enter Paying Office DODAAC Located on Contract)</i>
Acceptor/COR Email Address	<i>spharrig@nps.edu</i>	<i>-(Enter the Acceptor Email address for this Contract if applicable)</i>

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role
Teri Jay	contracts@nps.edu		

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CONTRACT ADMINISTRATION PLAN (CAP) FOR COST TYPE CONTRACTS

In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications or information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302, except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

3. The Defense Contract Audit Agency (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of this contract prior to final payment to the contractor.

4. The paying office is responsible for making payment of proper invoices after acceptance is documented.

5. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and

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necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such as situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation. When contract performance is taking place at a government location, the COR shall also monitor contractor employees performing under the contract with regard to kind, number and hours worked to ensure that the contractor is properly charging time applied to the contract. A record of such personal observations should be kept and compared with charges invoiced by the contractor for that task and time frame. This information can also be used as a tool in evaluating the contractor certificate of performance. It is essential that the COR coordinate these efforts with the CAO designated in the contract.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) The COR shall maintain surveillance of the contractor's performance to determine if the percentage of work performed reasonably corresponds to the percentage of funds expended. This responsibility requires a thorough review of the contractor's progress reports. The COR shall immediately report to the PCO any difficulties perceived in this area. The COR is also responsible for providing the contractor with any written comments the PCO may make in response to the progress reports and/or personal observations of the COR.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR may request DCAA to take a payment offset on questioned costs, when documentary evidence or personal observations do not support submitted invoices. The COR shall notify DCAA when questioned costs have been resolved with the contractor. The COR will ensure that DCAA conducts floor checks and/or timecard checks when actual monitoring is not feasible. The COR will be cognizant of the invoicing procedures and the prompt payment due dates detailed elsewhere in the contract.

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

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

d. Contract Modifications.

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(1) The COR is responsible for developing the statement of work for change orders, technical direction letters (TDLs) or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

(2) Once the Contracting Officer has requested and received the contractor's proposal the COR shall review and evaluate the contractor's proposal and furnish comments and recommendations.

e. Administrative Duties

(1) The COR is responsible for taking appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to ensure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For contracts where technical direction letters (TDLs) are issued, one consolidated report which addresses all actions under the contract may be submitted.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

6. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

a. Identify contractor deficiencies to the COR.

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

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

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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

The basic Seaporte contract Section I clauses apply to this order unless unapplicable to a cost reimbursable order.

The additional provisions below also apply to this order.

H.1 CONTRACTOR PURCHASING PROCEDURES

Contractor purchase of parts, supplies, or materials and services shall be limited to those incidental to or required for Contractor performance and shall be processed as follows:

- a. The Contractor shall be reimbursed for materials, if they are directly required for the Contractor's performance under the terms of this contract, on the basis that the purchases are allowable, allocable, and reasonable. A material handling fee or other equivalent charge will not be allowed for processing of the cost-reimbursable items. Neither this contract nor the FAR covers every element of cost. Lack of specific reference to an item of cost in this contract or the FAR does not mean that the cost is either allowable or not allowable. For any clarification regarding allowability, the contractor is encouraged to contact the Task Order Manager and/or the Contracting Officer.
- b. Contractor shall be responsible for the disbursement of funds made available for student tuition and related expenses. The contractor shall have no autonomy in deciding the amounts to be distributed under this program. The contractor will be responsible for making recommendations concerning appropriate funding amounts, schools, programs, materials, resources, but, it cannot make distribution unless and until the TOM approves the action, to include written authorization to disburse funds.
- c. Contractor shall then disburse funds within 30 days in accordance with TOM guidance and shall follow programmatic guidelines for the form of disbursement and the proper recording of that disbursement.
- d. Contractor shall prepare all necessary reports and to the extent not duplicated elsewhere, provide properly formatted reports of expenditures to the TOM on a monthly basis.
- e. Contractor shall be responsible for bringing any issues regarding improper expenditures or claims that appear improper to the attention of the TOM and the Contracting Officer within a reasonable time.
- f. In no event, shall the Contractor be authorized to obligate the Government to take any direct action, or otherwise act as the Government's agent.

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g. Subcontracts that involve acquisition for items used as give aways such as: alcohol, decorations, iPods, iPads, laptops and memberships in clubs or committees; or purchases used for the general benefit of NPS and not for the specific benefit of the CHDS program, such as: television or cable television services, software or hardware; shall be discussed and approved in writing by the Contracting Officer. This authority shall not be delegated.

h. Any purchase requests requiring the approval of the contracting officer shall include quotations received, determination of fair and reasonable price with supporting rationale, and any justifications required by the procedures set forth herein. Such purchase requests shall be forwarded to the TOM for review and an approval/disapproval recommendation. The TOM will forward the purchase requests recommended for approval to the contracting officer for review and final approval determination.

i. Purchases subject to the contract clause entitled "Subcontracts," 52.244-2 ALT I, shall be processed in accordance with the requirements to that clause.

H-2 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 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 business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

H-3 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 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 business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled

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veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

The following OCI clause was developed by FISCSD Legal Counsel and takes precedence over the OCI clause HQ C-2-0037 which is included in the basic Seaport contract.

H-4 ORGANIZATIONAL CONFLICT OF INTEREST

A. Introduction

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest. The solicitation and resulting task order require the contractor, herein defined, to provide management support, professional consulting services, or other administrative support to the **Center for Homeland Security and the Naval Postgraduate School**. The purpose of this “Organizational Conflict of Interest” clause (“OCI Clause” or “clause”) is to ensure that the opinions and recommendations provided in this task order are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this task order will not be improperly exploited to affect competition or released in contravention of the Trade Secrets Act or the Privacy Act.

B. Definitions

- (1) "Contractor" means the firm awarded this contract or task order;
- (2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement. .
- (3) "Affiliates" means employees, agents, or officers of the Contractor, its subsidiaries or parent companies, and first tier subcontractors involved in performance of this contract or task order.
- (4) "Interest" means organizational or financial interest;
- (5) "Term of this task order" means the period of performance of any task order issued with this restriction, including any extensions thereto; and
- (6) “Contracting Officer” is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

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B. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST

By submitting a proposal in response to this solicitation, the Offeror warrants that neither it, nor its affiliates, is an interested offeror in any solicitation where access to listed program business sensitive information, budgetary information, or technical documentation may give it an unfair advantage in developing a competitive proposal for that solicitation, or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the Contractor is otherwise not considered objective or impartial.

C. PROSPECTIVE RESTRICTIONS ON CONTRACTING

The Contractor agrees that until such time as the current task order is completed, **plus one year**, neither it nor its affiliates shall: a) propose in response to any requirements arising out of this task order; b) create for themselves an interest in any contract related to or resulting from the current consulting task order **using information obtained as a result of this task order**; or, c) consult or discuss with any potential offeror any aspects of work under the task order.

This exclusion does not apply to any recompetition for equipment or services furnished pursuant to this task order

D. RESTRICTIONS ON DISCLOSURE

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract or task order cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract. Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2, Privacy Act.

In accordance with FAR 9.505-4, Contractor may access third-party procurement sensitive or trade-secret information after execution of an agreement with the third-party agreeing to protect the information from unauthorized use or disclosure. Contractor shall immediately notify the Contracting Officer if it has been tasked to access such data; and, it shall promptly execute an agreement with any third-party providing that data, prior to reviewing, manipulating or otherwise, accessing such data. Copies of all such agreements shall be forwarded to the Contracting Officer.

If no agreement is reached the Contractor shall cease any further actions resulting in accessing third-party trade-secret information and contact the Contracting Officer for further guidance.

Under no circumstances shall data obtained as a result of this contract be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer.

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E. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this task order and that the Government may, in addition to any other remedy available, terminate the contract for default.

Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s).

H-5 INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, "Insurance - Work on a Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$20,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshormen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

The following referenced clauses also pertain to this order.

5252.237-9501 ADDITIONAL OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (OCT 2005) applies to this order.

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SECTION I CONTRACT CLAUSES

THE SECTION I CLAUSES INCLUDED IN THE BASIC SEAPORTE CONTRACT APPLY TO THIS ORDER UNLESS NOT APPLICABLE TO A COST PLUS FIXED FEE LEVEL OF EFFORT TASK ORDER.

52.216-1 TYPE OF TASK ORDER: A COST PLUS FIXED FEE, LEVEL OF EFFORT, TASK ORDER IS ANTICIPATED.

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.

Unless Otherwise noted, all clauses in the basic Seaporte contract shall apply to this task order as applicable.

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SECTION J LIST OF ATTACHMENTS

Attach_1_Background_Goals

Attach_2_Description_Labor_Categories

Attach_3_Wage _Determination_Monterey (Removed from Award, All Labor Categories are SCA Exempt)

Attach_4_QASP