

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE J	PAGE OF PAGES 1 6
2. AMENDMENT/MODIFICATION NO. P00002		3. EFFECTIVE DATE 25-Jul-2018	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY DISA/DITCO-SCOTT-PL84 2300 EAST DRIVE SCOTT AFB IL 62225		CODE HC1084	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) EMERGENT, LLC 4525 MAIN ST STE 1500 VIRGINIA BEACH VA 23462-3375 PAUL KOHLER				9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
				X 10A. MOD. OF CONTRACT/ORDER NO. HC102818A0003	
				X 10B. DATED (SEE ITEM 13) 02-Apr-2018	
CODE 4J2K1		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. <p>Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</p>					
12. ACCOUNTING AND APPROPRIATION DATA (If required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
X B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
D. OTHER (Specify type of modification and authority)					
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> 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.) Modification Control Number: morrism185509 The purpose of this modification is to: 1. Update the current address for Emergent, LLC. 2. Administrative change on clauses 52.204-9000 (now G1), 52.204-9001 (now G2), 52.216-9000 (now G3), and 52.209-9000 (now H1). They are now descriptions. 3. Update the delivery to 2 Apr 2018 (administrative correction). Period of performance is still April 2, 2018 through April 1, 2023. 3. All other terms and conditions are the same.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) CARRIE M. ROSS / CONTRACTING OFFICER TEL: 618-229-9569 EMAIL: carrie.m.ross.civ@mail.mil		
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>Carrie M. Ross</u> (Signature of Contracting Officer)		16C. DATE SIGNED 25-Jul-2018

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION A - SOLICITATION/CONTRACT FORM

The contractor organization has changed from

EMERGENT, LLC
 8219 LEESBURG PIKE STE 300
 VIENNA VA 22182-2653
 PAUL KOHLER
 to
 EMERGENT, LLC
 4525 MAIN ST STE 1500
 VIRGINIA BEACH VA 23462-3375
 PAUL KOHLER

SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule Item has been deleted from CLIN 0001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
POP 02-APR-2018 TO 01-APR-2023	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 0001:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
02-APR-2018	1	N/A FOB: Destination	

SECTION I - CONTRACT CLAUSES

The following have been added by full text:

POINTS OF CONTACT

Contracting Officer
 Name: Carrie M. Ross
 Organization/Office Symbol: DISA/DITCO/PL8413
 Phone No.: 618-229-9569
 E-Mail Address: carrie.m.ross.civ@mail.mil

Contract Specialist

Name: Michael Morris

Organization/Office Symbol: DISA/DITCO/PL8413

Phone No.: 618-229-9231

E-Mail Address: michael.f.morris16.civ@mail.mil**Software Product Manager/Mission Partner Point of Contact**

Name: Jonnice Medley

Organization/Office Symbol: DISA

Phone No.: 301-225-8081

E-Mail Address: jonnice.medley.civ@mail.mil**Contractor Point of Contact**

Contractor Legal Business Name: Emergent, LLC

DUNS: 781797712

CAGE CODE: 4J2K1

Contractor POC:

Paul Kohler, Executive Vice President, 703-288-3686, pkohler@emergent360.comMegan Wiedemann, Team Lead, 757-233-8089, mwiedemann@emergent360.comTarel Jandreau, Program Manager, 757-233-8069, contracts@emergent360.com

(End of text)

CONTRACT/ORDER CLOSEOUT - FIXED-PRICE, TIME-AND-MATERIALS, OR LABOR-HOURS

Timely contract closeout is a priority under this contract/order. The Contractor shall submit a final invoice within ninety (90) calendar days after the expiration of this contract/order, unless the Contractor requests and is granted an extension by the Contracting Officer, in writing. In addition, and concurrent with the submission of the final invoice, the Contractor shall notify the Contracting Officer of the amount of excess funds that can be deobligated from this contract/order so the closeout process can begin as soon as possible upon expiration of this contract/order. A bilateral contract/order closeout modification will be forwarded to the Contractor by the Contracting Officer and must be signed by the Contractor and returned to the Contracting Officer within thirty (30) calendar days of issuance of the modification. A Contractor's failure to respond and/or sign the bilateral closeout modification within thirty (30) calendar days of receipt will constitute approval of the terms of the modification and the modification will subsequently be processed unilaterally by the Contracting Officer to deobligate excess funds and close this contract/order.

If this contract/order contains option periods, the Contractor is required to submit an invoice within ninety (90) calendar days after expiration of the base period of performance and the expiration of each exercised option period of performance to allow for deobligation of excess funds that were obligated in those respective periods of performance..

(End of text)

ORDERING PROCEDURES FOR EXTERNAL AGENCIES/ORGANIZATIONS

(a) An external agency is any contracting office outside of DISA. External organizations are those DISA organizations outside of DITCO which have duly appointed Ordering Officers.

(b) For any order to be placed by an External Agency, where the total estimated cost is expected to exceed \$10,000,000, approval shall be obtained from the Contracting Officer prior to the start of processing the

requirement. The contractor shall also notify the Contracting Officer prior to responding to any Request for Proposal when the proposed total estimated cost will exceed \$10,000,000. The notification to the Contracting Officer shall be made via e-mail to carrie.m.ross.civ@mail.mil. This clause does not apply to orders expected to have a total estimated cost of less than \$10,000,000. External agency orders shall be issued as authorized by the terms and conditions of the contract, BPA, BOA, task order guidelines, the FAR, DFARS, and their own agency procedures.

(c) The External Agency Contracting Officer will be the contracting officer for task orders awarded under this contract, BPA or BOA by an external agency contracting office. All of the task orders are negotiable and agency decisions and determinations for the task order will be made by the External Agency Contracting Officer. These issues must be resolved consistently with External Agency procedures oversight.

(d) Ordering Officers for external DISA organizations may place orders against DISA contract vehicles in the amount not to exceed \$25,000.00 per order.

(e) The following procedures apply to External Agencies placing orders against this contract, BPA or BOA:

(1) The External Agency Contracting Officer shall add the Contract Line Item Number (CLIN) set forth in Section B, entitled External Ordering Agency Fee, to add a 1% fee to each order placed under this contract. Modifications that increase the total order amount shall adjust the amount of this CLIN to account for the modification increase. NOTE: The contractor shall reject all orders and modifications that do not include the 1% fee.

(2) The External Agency Contracting Officer shall not use any order numbers which are identified by using serial numbers with 0001 thru 9999. DoD agencies should use ordering numbers as specified in DFARS 204.7004(d)(2)(i). Non-DoD federal agencies may use any numbering system provided it does not conflict with either of these numbering systems.

(f) The following reporting procedures apply to contractors receiving external orders.

(1) The contractor shall provide a copy of the order and all modifications electronically to disa.scott.ditco.mbx.pl83-decentralized-order-info@mail.mil quarterly in conjunction with paragraphs (e)(2), (3) and (4).

(2) Quarterly, the contractor shall submit a check made payable to DITCO/RM32 to pay the required 1% fee on all payments received from external orders during the prior quarter. Contractor shall include a copy of the Quarterly Progress Report for Orders placed by any non-DITCO Office (Decentralized Orders) Spreadsheet for Remote Ordering (Attachment {insert #}) with the check. Payment is due the 30th of the month following the end of the calendar year quarter and shall be submitted to the following address (if using USPS):

DISA/RM3221
2300 East Drive
ATTN: RM3221
Scott AFB IL 62225-5406

If submitting payment via Fed Ex or other means which requires specific individual POC information to ensure delivery, please address as follows (check still made payable to DITCO/RM32):

DISA RM3221
ATTN: Financial Management Specialist
2300 East Drive
Scott AFB, IL 62225
(618) 229-9559

Alternatively, payment of external order fee may be made via Electronic Funds Transfer (EFT) Automated Clearing House (ACH). Prior to submission of first EFT/ACH payment, arrangements must be made with DFAS Cleveland Division Director for Disbursing Operations, L. A. Willard at louann.willard@dfas.mil or Carmen Laboy at carmen.laboy@dfas.mil to establish baseline for transmission.

DFAS Cleveland can receive funds via ACH using the following:

Bank Name: Credit Gateway
 RTN: 051036706
 A/C: 220031

DFAS Cleveland can receive funds via wire using the following:

Bank Name: US Treasury
 City: New York, NY
 Country: USA
 RTN: 021030004
 Account Name: DFAS-Cleveland
 Account Number: 00008522

Once confirmation of EFT/ACH transmission is received from DFAS Cleveland, a copy shall be e-mailed to disa.scott.rm.mbx.rm3222-decentralized-orders@mail.mil so appropriate transactions to process the disbursement can be established with DFAS through coordination with RM3222.

(3) Quarterly, the contractor shall submit an electronic copy of the spreadsheet entitled Quarterly Progress Report for Orders placed by any non-DITCO Office (Decentralized Orders) Spreadsheet for Remote Ordering (Attachment {insert #}) to disa.scott.rm.list.rm322-personnel@mail.mil and disa.scott.ditco.mbx.pl83-decentralized-order-info@mail.mil. The spreadsheet is due the 30th of the month following the end of the calendar year quarter. If External Agencies have issued orders against the contract, BPA or BOA, but no payments were received during the quarter, send the spreadsheet to disa.scott.ditco.mbx.pl83-decentralized-order-info@mail.mil and state in the email no payments were received for the quarter.

(4) An entry shall be made on the spreadsheet for each order, and modification(s) that increase or decrease the amount of the basic order.

(5) The contractor may remit the DITCO fee using one check for all payments received in the prior quarter.

(6) The spreadsheet shall be cumulative of all orders placed by External Agencies during the life of the contract, BPA or BOA.

(7) Customer Department on the spreadsheet should reflect the ordering agency that places the order. For example, if the ordering agency is a military department, insert the appropriate department, such as Air Force or Army; if the ordering agency is another DoD agency, insert the agency name, such as Defense Logistics Agency (DLA); if the ordering agency is a federal agency, insert the department name, such as Department of Justice (DoJ).

(g) The Government may audit the contractor's books with relation to any orders issued by an External agency.

(h) Schedule - Checks and spreadsheets are required in accordance with the following schedule:

<u>Quarter</u>	<u>Due Date</u>
Jan, Feb, Mar	30 Apr
Apr, May, June	30 Jul
Jul, Aug, Sep	30 Oct
Oct, Nov, Dec	30 Jan

(End of text)

ORGANIZATIONAL AND CONSULTANT CONFLICTS OF INTEREST (OCCI)

(a) An offeror shall identify in its proposal, quote, bid or any resulting contract, any potential or actual Organizational and Consultant Conflicts of Interest (OCCI) as described in FAR Subpart 9.5. This includes actual or potential conflicts of interests of proposed subcontractors. If an offeror identifies in its proposal, quote, bid or any resulting contract, a potential or actual conflict of interests the offeror shall submit an Organizational and Consultant Conflicts of Interest Mitigation Plan to the contracting officer. The Organizational and Consultant Conflicts of Interest Mitigation Plan shall describe how the offeror addresses potential or actual conflicts of interest and identify how they will avoid, neutralize, or mitigate present or future conflicts of interest.

(b) Offerors must consider whether their involvement and participation raises any OCCI issues, especially in the following areas when:

- (1) Providing systems engineering and technical direction.
- (2) Preparing specifications or work statements and/or objectives.
- (3) Providing evaluation services.
- (4) Obtaining access to proprietary information.

(c) If a prime contractor or subcontractor breaches any of the OCCI restrictions, or does not disclose or misrepresents any relevant facts concerning its conflict of interest, the government may take appropriate action, including terminating the contract, in addition to any remedies that may be otherwise permitted by the contract or operation of law..

(End of text)

The following have been deleted:

52.204-9000
52.204-9001
52.209-9000
52.216-9000

(End of Summary of Changes)