|                       | 1. CONTRACT ID CODE   |  |   | $\Box$  |                                  | OF PAGES  |                |              |
|-----------------------|---|--|---|---------|----------------------------------|-----------|----------------|--------------|
| AMENI                 | DMENT OF SOLICITATION/MOD   | IFICATION OF CONTRA  | СТ  |         | u                                |           | 1              | 2            |
| 2. AMENI              | MENT/MODIFICATION NO.<br>12   | 3. EFFECTIVE DATE<br>29-Aug-2014   | 4. REQUISITION/PURCHASE REQ.NO. 5. PROJECT NO. (If applic N4142113RCF0050 1 N/A |         |                                  |           |                |              |
| 6. ISSUE              | D BY CODE   | N00189   | 7. ADMINIST   | ERE     | D BY (If other than 119m 6)      | CODE      | E I            | S2404A       |
| NAVSU                 | P FLC Norfolk, Detachment Philad  | elphia   | <br>D   | CMA     | A Manassas                       |           |                |              |
| 700 Ro                | bbins Avenue, Bldg. 28  |  | 14  | 4501    | 1 George Carter Way              |           |                |              |
| Philade               | lphia PA 19111-5083   |  | С   | han     | tilly VA 20151                   |           |                |              |
| david.g               | agliarcli1@navy.mil215-697-9692   |  |   |         |                                  |           |                |              |
|                       | · ·   |  |   |         |                                  |           |                |              |
|                       |   |  | 1   |         |                                  |           |                |              |
| 8. NAME               | AND ADDRESS OF CONTRACTOR (No., street  | et,county, State, and Zip Code)  |   |         | 9A. AMENDMENT OF SOLIC           | CITATIO   | NNO.           |              |
| DEL                   | OITTE CONSULTING  |  |   |         | 1                                |           |                |              |
| 1725                  | 5 Duke Street   |  |   |         |                                  |           |                |              |
| Alexa                 | andria VA 22314-3456  |  |   |         | 9B. DATED (SEE ITEM 11)          |           |                |              |
|                       |   |  |   |         |                                  |           |                |              |
|                       |   |  |   |         | 10A. MODIFICATION OF CO          | NTRAC     | T/ORDER NO     |              |
|                       |   |  | [2  | X]      |                                  |           |                |              |
|                       |   |  |   |         | N00178-04-D-4020                 |           | 2              |              |
|                       |   |  |   |         | 10B. DATED (SEE ITEM 13          | ()        |                |              |
| CAGE<br>CODE          | 1TTG5 FACIL   | TY CODE  |   |         | 11-Aug-2011                      |           |                |              |
|                       | 11. THIS  | ITEM ONLY APPLIES TO   | AMENDMEN  | TS C    | OF SOLICITATIONS                 |           |                |              |
| amendme<br>and this a | ESIGNATED FOR THE RECEIPT OF OFFERS<br>nt you desire to change an offer already subn<br>mendment, and is received prior to the openir<br>DUNTING AND APPROPRIATION DATA (Ifmo | nitted, such change may be made b<br>g hour and date specified.<br>ruirad) SEE SECTION ( | oy telegram or lette  | er, pro | ovided each telegram or letter r | makes re  |                |              |
|                       |   | APPLIES ONLY TO MODES THE CONTRACT/ORD   |   |         |                                  | 3,        |                |              |
| {*)                   | A. THIS CHANGE ORDER IS ISSUED PUR  |  |   |         |                                  | N THE C   | CONTRACT C     | RDER NO.IN   |
| <u> </u>              | ITEM 10A.   |  |   |         |                                  |           |                |              |
| []                    | B. THE ABOVE NUMBERED CONTRACT/0 date. etc.)SET FORTH IN ITEM 14, PURSU   |  |   | RATI    | IVE CHANGES (such as chang       | es in ρε  | aying office,a | opropriation |
| []                    | C. THIS SUPPLEMENTAL AGREEMENT IS   |  |   | :       |                                  |           |                |              |
|                       | D. OTHER (Specify type of modifiCation an FAR43.103(a){3)   | d authority)   |   |         |                                  |           |                |              |
| E. IMPO               |   | quired to signthis document and  | relum 1 copies  | s lc tl | he issuing office.               |           |                |              |
|                       | RIPTION OF AMENDMENT/MODIFICATION (   | Organized by UCF section heading   | s, including solici   | itation | n/contract subject matter where  | e feasibl | le.)           |              |
| SEE                   | PAGE2   |  |   |         |                                  |           |                |              |
| 15A. NAN              | ME AND TITLE OF SIGNER (Type or print)  |  | 16A. NAME AN  | ID TI   | TLE OF CONTRACTING OFFIC         | CER (Typ  | pe or print)   |              |
|                       |   |  |   |         |                                  |           |                |              |
| 15D CON               | , Director  | 150 DATE CIONED  |   |         | DAVID, Contracting Of            | ficer     | 16C DATE       | SICNED       |
| IDB. CON              | TRACTOR/OFFEROR   | 15C. DATE SIGNED   | IOD. UNITED   | JAI     | ES OF AMERICA                    |           | 16C.DATE       | . SIGNED     |
|                       |   | 28-Aug-2014  |   |         | ARDIDAVID                        |           | 29-Aug-2       | 014          |
|                       | (Signature of person authorized to sign)  | 20   | (Si<br>0-105  | ıgnatı  | ure of Contracting Officer)      | DD FO     | RM 30 (Rev.    | 10.92)       |
|                       | S EDITION UNUSABLE  | 30   | , 100   |         | Prescribe<br>FAR (48 C           | d by GS   | A              | 10-03)       |

| CONTRACT NO.     | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE   | FINAL |
|------------------|--------------------|----------------------------|--------|-------|
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### **GENERAL INFORMATION**

The purpose of this bilateral modification is to deobligate \$300,000.00 excess travel funding from CLIN 9002 (Option Year IV Travel) and to reduce the total ceiling of CLIN 9002 by the same amount..... 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 decreased from \$29,410,827.64 by \$300,000.00 to \$29,110,827.64.

CLIN/SLIN Type OfFund From(\$) By(\$) To(\$) 900201 O&MN,N 375,000.00 (300,000.00) 75,000.00

The total value of the order is hereby decreased from \$29,939,915.54 by \$300,000.00 to \$29,639,915.54.

CLIN/SLIN From(\$) By(\$) To(\$) 9002 375,000.00 (300,000.00) 75,000.00

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN From To

| CONTRACT NO.     | DELIVERY ORDER NO. | AMENDMENT/MODIFICATION NO. | PAGE   | FINAL |
|------------------|--------------------|----------------------------|--------|-------|
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### SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

| For | Cost | Type | Items | : |
|-----|------|------|-------|---|
|-----|------|------|-------|---|

| Item   | PSC   | Supplies/Services  | Qty | t1Dit | Bat. Cost    | Pi.xed Pee | СРРР             |
|--------|-------|--|-----|-------|--------------|------------|------------------|
| 4000   | R799  | PROGRAM MANAGEMENT (PMO) SUPPORT FOR THE FMO FINANCIAL IMPROVEMENT PROGRAM (FIP). (O&MN,N) | 1.0 | 10    |              |            | • \$4,079,082.30 |
| 4001   | R799  | PMO SERVICES IN SUPPORT OF THE FMO FIP PROGRAM FOR OPTION I PERIOD. (O&MN,N)               | 1.0 | 10    |              |            | \$4,193,235.51   |
| 400101 | R799  | FUNDING FOR OPTION I LABOR (O&MN,N)  |     |       |              |            |                  |
| 4002   | R799  | PMO SERVICES IN SUPPORT OF FMO FIP PROGRAM FOR OPTION ■ ■ PERIOD. (O&MN,N)                 | 1.0 | 10    |              |            | \$4,306,087.49   |
| 400201 | R799  | FUNDING FOR CLIN 4002 OPTION ■ ■ (O&MN,N)  |     |       |              |            |                  |
| 4100   | R799  | LABOR ASSOCIATED WITH CLIN 4000 BASE PERIOD. REFLEVEL OF EFFORT CLAUSE. (O&MN,N)           | 1.0 | 10    | \$504,110.21 | \$0.00     | \$504,110.21     |
| 410001 | R799  | ADDITION FUNDING FOR LABOR CLIN 4100<br>SHIFTED FROMTRAVEL AND ODCS (O&MN,N)               |     |       |              |            |                  |
| 410002 | R799  | ADDITINAL FUNDINGNEW RCP (O&MN,N)  |     |       |              |            |                  |
| For FF | P Tte | ms:  |     |       |              |            |                  |
| For FF | P Ite | ms:  |     |       |              |            |                  |

| Item PSC | Supplies/Services | Qty llnit uni | t Price | Total Price |
|----------|-------------------|---------------|---------|-------------|
|          |                   |               |         |             |

5000 R799 PMO SERVICES IN SUPPORT OF FMO FIP FOR OPTION IVFOR 1.0 10 \$6,236,560.33 \$6,236,560.33 INAING,667 HOURS (O&MN,N)

### For ODC Items:

| Item   | PSC  | Suppliea/Sarvices  | Qty | unit | Bat. Cost    |
|--------|------|--|-----|------|--------------|
| 6000   | R799 | TRAVEL IN SUPPORTOF PMO SERVICES FOR BASE PERIOD. OFFERORS WILL BE EVALUATED AT THE GOVERNMENT ESTIMATED AMOUNT OF \$375,000.00. (O&MN,N)              | 1.0 | 10   | \$40,723.10  |
| 6001   | R799 | OTHER DIRECT COSTS IN SUPPORT OF PMO SERVICES DURING BASE PERIOD.  OFFERORSWILL BE EVALUATEDAT THE GOVERNMENTESTIMATED AMOUNT OF \$25,000.00. (O&MN,N) | 1.0 | 10   | \$14,070.69  |
| 6002   | R799 | TRAVEL IN SUPPORTOF PMO SERVICES FOR OPTION <b>I</b> PERIOD. OFFERORSWILL BE EVALUATEDAT THE GOVERNMENTESTIMATED AMOUNT OF \$375,000.00. (O&MN,N)      | 1.0 | 10   | \$375,000.00 |
| 600201 | R799 | FUNDING FOR OPTION I TRAVEL (O&MN,N)   |     |      |              |

|         | IN     | JU178-U4-D-4U2U EAU2  | 12         |               | 2 01 2    |                |
|---------|--------|---|------------|---------------|-----------|----------------|
|         |        |   |            |               |           |                |
| Itaa    | PSC    | Suppliea/Servioes   |            |               | Qty unit  | Est. Cost      |
| 6003    | R799   | ODCS IN SUPPORT OF PMO SERVICES FOR OPTION I PERIOD. OFFERORSWILL 1 BE EVALUATEDAT THE GOVERNMENTESTIMATED AMOUNT OF \$25,000.00.  (O&MN,N)     |            |               |           | \$25,000.00    |
| 600301  | R799   | FUNDING FOR OPTION I ODCS (O&MN,N)  |            |               |           |                |
| 6004    | R799   | TRAVEL IN SUPPORTOF PMO SERVICES FOR OPTOOFFERORSWILL BE EVALUATEDAT THE GOVERNME \$375,000.00. (O&MN,N)  |            |               | 1.0 I.D   | \$375,000.00   |
| 600401  | R799   | INCREMENTAL FUNDING FOR CLIN 6004 TRAVEL  | OPTION II  | I (O&MN,N)    |           |                |
| 6005    | R799   | ODCS IN SUPPORT OF PMO SERVICES FOR OPTION BE EVALUATEDAT THE GOVERNMENTESTIMATED AS (O&MN,N)   |            |               | 1.0 I.D   | \$25,000.00    |
| 600501  | R799   | FUNDING FOR CLIN 6005 ODCS OPTION II (O&  | zMN,N)     |               |           |                |
| 6006    | R799   | TECHNICAL DATA INACCORDANCE WITH DD1423 REQUIREMENTSLIST (CDRL) FOR THE BASE PER SEPARATELY PRICED (NSP) . CONTRACTOR IS NO THIS CLIN. (O&MN,N) | 1.0 I.D    | \$0.00        |           |                |
| 6007    | R799   | TECHNICAL DATA IAW THE DD1423 CDRL FOR O SEPARATELY PRICED. (O&MN,N)  | PTION !PER | RIOD. NOT     | 1.0 I.D   | \$0.00         |
| 6008    | R799   | TECHNICAL DATA IAW DD1423 CDRL FOR OPTION SEPARATELY PRICED. (O&MN,N)   | N II PERIC | DD. NOT       | 1.0 I.D   | \$0.00         |
| For Cos | et Tan | pe Items:   |            |               |           |                |
| Itaa    | PSC    | Supplies/Services   | Qty UDit   | Est. cost Fix | ked Fee C | 'PP'F          |
| 7000    | R799   | PMO SERVICES IN SUPPORT OF FIIIO FIP PROGRAM FOR OPTION III PERIOD. (O&MN,N)  | 1.0 I.D    |               | (         | \$4,422,616.96 |
| 700001  | R799   | INCREMENTAL FUNDING OF OPTIONIII LABOR (O&MN,N)   |            |               |           |                |
| 700002  | R799   | INCREMENTAL FUNDING OF OPTIONIII LABOR (O&MN,N)   |            |               |           |                |
| 700003  | R799   | INCREMENTAL FUNDING OF OPTIONIII LABOR (O&MN,N)   |            |               |           |                |
| 700004  | R799   | INCREMENTAL FUNDING OF OPTIONIII LABOR (O&MN,N)   |            |               |           |                |
| 7001    | R799   | PMO SERVICES IN SUPPORT OF FIIO FIP<br>PROGRAM FOR OPTION IV PERIOD. (O&MN,N)   | 1.0 I.D    |               |           | 84,543,428.95  |
| 700101  | R799   | INCREMENTAL FUNDING FOR OPTION IV<br>LABOR CLIN (O&MN,N)  |            |               |           |                |
| 700102  | R799   |   |            |               |           |                |
| 700103  | R799   |   |            |               |           |                |

DELIVERY ORDER NO.

EX02

AMENDMENT/MODIFICATION NO.

12

PAGE

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FINAL

CONTRACT NO.

N00178-04-D-4020

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| Itaa   | PSC  | Suppliea/Servioes  | Qty | unit | Est. Cost    |
|--------|------|--|-----|------|--------------|
| 9000   | R799 | TRAVEL IN SUPPORTOF PMO SERVICES FOR OPTION III PERIOD.  CONTRAC!ORS WILL BE EVALtm.TED AT THE GOVERNMENT ESTIMATED AMOUNT OF \$375,000.00. {O&MN,N} | 1.0 | w    | \$375,000.00 |
| 900001 | R799 | INCREMENTAL FUNDING OF CLIN 9000 OPTION III TRAVEL (O&MN,N)  |     |      |              |
| 900002 | R799 | INCREMENTAL FUNDING OF CLIN 9000 OPTION III TRAVEL (O&MN,N)  |     |      |              |
| 900003 | R799 | INCREMENTAL FUNDING OF CLIN 9000 OPTION III TRAVEL {O&MN,N}  |     |      |              |
| 9001   | R799 | ODCS IN SUPPORT OF PMO SERVICES FOR OPTION <b>III</b> PERIOD.  OFFERORSWILL BE EVALUATEDAT THE GOVERNMENTESTIMATED AMOUNT OF \$25,000.00. (O&MN,N)   | 1.0 | W    | \$25,000.00  |
| 900101 | R799 | FULL FUNDING OF OPTION IV ODCS CLIN 9000 (O&MN,N)  |     |      |              |
| 9002   | R799 | TRAVEL IN SUPPORTOF PMO SERVICES FOR OPTION IV PERIOD. OFFER.ORSWILL BE EVALUATEDAT THE GOVERNMENTESTIMATED AMOUNT OF \$375,000.00. {O&MN,N}         | 1.0 | W    | \$75,000.00  |
| 900201 | R799 | INCREMENTAL FUNDING FOR OPTION IV TRAVEL (O&MN,N)  |     |      |              |
| 9003   | R799 | ODCS IN SUPPORT OF PMO SERVICES FOR OPTION IV PERIOD. OFFERORSWILL BE EVALUATEDAT THE GOVERNMENTESTIMATED AMOUNT OF \$25,000.00. (O&MN,N)            | 1.0 | W    | \$25,000.00  |
| 900301 | R799 | INCREMENTAL FUNDING FOR OPTION IV ODCS (O&MN,N)  |     |      |              |
| 9004   | R799 | TECHNICAL DATA II\W THE DD1423 CDRL FOR OPTION III PERIOD. NOT SEPARATELY PRICED. (O&MN,N)   | 1.0 | w    | \$0.00       |
| 9005   | R799 | TECHNICAL DATA II\W DD1423 CDRL FOR OPTION IV PERIOD. NOT SEPARATELY PRICED. {O&MN,N}  | 1.0 | w    | \$0.00       |

### PRICE AT LINE ITEM LEVEL (OCT 1992)

Offerors shall insert in Section B of the Schedule unit prices and amounts at the line item level only (e.g., Item 0001, 0002, etc.), even though subline items are also shown in the Schedule.

(End of Provision)

DATA LINE ITEM (NOT SEPARATELY PRICED) (OCT 1992)

Contractor data to be furnished is in accordance with DD Form 1423, Exhibit(s) \_A\_.

(End of Provision)

### LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)

- (a) The level of effort for the performance of this contract during the period from the start of contract performance to ... ll\_months thereafter is based upon 53.200 estimated manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this contract will be increased by an additiona 1212.800 estimated manhours of direct labor, for a total level of effort of 266.000 estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").
- (b) The estimated composition by labor category of the Estimated Total Hours is as follows:

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| LABOR CATEGORY        | BASE   | OPTION I | OPTION II | OPTION | OPTION IV |
|-----------------------|--------|----------|-----------|--------|-----------|
|                       |        |          |           | III    |           |
| Professional N        | 6,000  | 6,000    | 6,000     | 6,000  | 6,000     |
| Professional <b>M</b> | 18,000 | 18,000   | 18,000    | 18,000 | 18,000    |
| Professional <b>n</b> | 22,000 | 22,000   | 22,000    | 22,000 | 22,000    |
| Professional I        | 4,000  | 4,000    | 4,000     | 4,000  | 4,000     |
| TechnicalN            | 200    | 200      | 200       | 200    | 200       |
| Technical ill         | 2,000  | 2,000    | 2,000     | 2,000  | 2,000     |
| Technical IT          | 200    | 200      | 200       | 200    | 200       |
| Technical I           | 200    | 200      | 200       | 200    | 200       |
| Admin Support         | 600    | 600      | 600       | 600    | 600       |
| TOTAL HOURS           | 53,200 | 53,200   | 53,200    | 53,200 | 53,200    |

- (c) The Estimated Total Hours include overtime\* and subcontracting hours but exclude holidays, sick leave, vacation days and other absences.
- (d) The number of m.a.nhours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.
- (e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.
- (f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

(End of Provision)

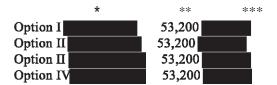
### LEVEL OF EFFORT- DELIVERY!TASK ORDER PERFORMANCE (OCT 1992)

It is understood and agreed that the number of hours and the total dollar amowtt for each labor category specified in any delivery/task order issued under this contract are estimates only and shall not limit the use of hours or dollar amounts in any labor category which may be required and provided for under an individual delivery/task order. Accordingly, in the performance of any delivery/task order, the contractor shall be allowed to adjust the quantity of labor hours provided for within labor categories specified in the order provided that in so performing the contractor shall not in any event exceed the ceiling price restrictions of any order, including modifications thereof.

(End of Provision)

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The fixed fee for work performed under this contract (Base Period) provided that approximately\_53,200\*\*\_hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than\_53,200\_ hours of technical effort are employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." Payments shall be subject to the withholding provisions of Paragraph (b) of FAR 52.216-8, provided that the total of all such monthly payment shall not exceed eighty-five (85%) percent of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.



(End of Provision)

### PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, COST PLUS FIXED FEE) (OCT 1992)

The fixed fee for work performed under this contract provided that approximately \_53,200\*\*\_hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than 53,200 hours of said services are so employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rate per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable delivery/task order. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of fmal payment.



(End of Provision)

### COMPETITIVE OVERTIME (UNCOMPENSATED OVERTIME) (OCT 1992)

Uncompensated overtime will only be considered for evaluation purposes as set forth in the Section M provision entitled "Evaluation Criteria and the Basis for Award." **If** an offeror decides to include uncompensated overtime in its proposal, the FAR clause at 52.237-10 and the Section B clause entitled "Identification of Ratios" will apply during the performance of any resultant contract.

(End of Provision)

IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

### (a) Defmitions.

As used in this provision-

"Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA). Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and

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then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour.  $\{$20 \times 40\}$  divided by 45 = \$17.78.

- (b) For any proposed hours against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.
- (c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
- (d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.
- (e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of Provision)

### IDENI'IFICATION OF RATIOS (OCT 1992)

- (a) If an offeror decides to include Uncompensated Overtime in their proposal, he shall complete the table which appears below. The purpose of this table is to identify the ratio derived by relating the proposed hours per week to 40 hours per week for each labor category. That ratio which is proposed for a particular labor category will apply for all personnel (including substitute and additional personnel) approved to work within a particular labor category for the duration of the contract period.
- (b) Any offeror who proposes direct labor rates adjusted due to the effect of uncompensated overtime must complete the following table. An offeror who proposes uncompensated overtime and fails to complete the following table may be removed from consideration for award.
- (c) An offeror proposing direct labor rates adjusted for uncompensated overtime shall furnish with their proposal a copy of the corporate policy addressing uncompensated effort.

Additionally, the offeror must provide evidence of the DCAA/DCMAO approval of that policy.

### INFORMATION TO BE COMPLETED BY OFFEROR

| Labor Category | *Base Hourly/Week | Hours Proposed/Week | **Ratio | ***Proposed Rate |          |
|----------------|-------------------|---------------------|---------|------------------|----------|
|                |                   |                     |         |                  | Adjusted |
|                |                   |                     |         |                  |          |
| Uncompensated  |                   |                     |         |                  |          |
|                |                   |                     |         |                  | Overtime |
|                |                   |                     |         |                  |          |
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\*\*\*Proposed Rate Adjusted for Uncompensated Overtime= Base Hourly Rate X Ratio (e.g., \$10.00 x 80% = \$8.00)

(End of Provision)

<sup>\*</sup>Base Hourly Rate -that is unadjusted for the effect of uncompensated overtime.

<sup>\*\*</sup>Ratio-the rate derived from the proposed hours per week in relation to a 40 hour week (e.g., Project Manager 40 hours/50 hours = 80% ratio)

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### SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C- DESCRIPTION AND SPECIFICATIONS

# PERFORMANCE WORK STATEMENT FIP PMO SERVICES

N00178-04-D-0020-EX02-03

### 1. Background

Congress continues to press its mandate that all Federal government agencies comply with the Chief Financial Officers Act of 1990, as amended by the Government Management Reform Act (GMRA) of 1994. In the last decade, DON has begun an extensive and intensive effort to accomplish this goal; to achieve this objective, DON must strengthen its internal controls and modify systems and business processes associated with finance and accounting operations. The outcome must be consistent, high-quality data that is timely and meaningful for decision makers at all levels of government. A complementary by-product of this outcome will be auditable fmancial statements.

In 2009, Under Secretary of Defense (Comptroller), through his Financial Improvement and Audit Readiness (FIAR) organization, revised the Department of Defense (DoD) strategy for financial statement auditability. He established as initial priorities (1) audit readiness of Military Department (MilDep) Statements of Budgetary Resources (SBR), and (2) Existence and Completeness (not valuation) of major MilDep assets. Following this strategy, DON FIP has set a goal of auditability on the DON SBR by the end of 2012; DON is asserting audit readiness on business processes comprising its SBR prior to that date. In addition, DON FIP is asserting Existence and Completeness on major asset categories as they become audit ready.

A vital component of the DON FIP continues to be strengthening internal controls over business processes. This is an "all-DON" effort, focused on individual major commands and their work to strengthen business processes and controls. DON has identified three other elements essential to the DON FIP audit readiness strategy: (1) establishing repeatable capabilities to support a controlled financial environment, including Fund Balance with Treasury (FBW1) reconciliation and supportable trial balances; (2) standardizing business processes; and {3) developing a robust audit response infrastructure. These capabilities involve transforming the current DON business and financial culture.

### 2. Objective

2.1 The objective of this performance work statement is to provide contractor support for the planning, execution and oversight of the DON FIP, as well as specific supporting projects. The DON FIP encompasses efforts at the ASN(FM&C), DON commands and outside organizations such as DFAS and OUSD(C), primarily the FIAR organization. The program management services included herein include: (1) assisting development and implementation of DON FIP strategy; (2) helping ensure that DON components understand the strategy and have the tools necessary to execute the strategy; (3) recommending adjustments to the strategy and its implementation when necessary to achieve the goals set by the DON program manager.

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Effective communication among all these organizations is critical to our success. Contractor support is necessary to oversee a web-based communication tool and to facilitate the sharing of data and information and to promote the standardization of processes wherever feasible. The Contractor is also required to provide testing support for the DON FIP overall; this support includes Overseas Contingency Operations (OCO) testing and support for the Marine C01ps SBR effort. Inaddition, the Contractor selected must assist in developing the capabilities (discussed above, in addition to strengthening internal controls over business processes) needed for DON to successfully sustain an SBR audit.

### 3.Seope

- 3.1 The DON ASN (FM&C) FMO requires contractor support to assist in the planning and oversight of the DON FIP, including coordinating the strategy for sustaining control activities DON-wide as they are implemented. In addition, the contractor needs to provide subject matter experts for the efforts associated with specific balance sheet and statement of budgetary resource focus area projects/line items. Examples include SBR components, such as FBWT, Civilian and Military Pay, Contract and Vendor Pay, Reimbursable Work Orders; other areas of interest include asset management for Existence and Completeness, and may also include business areas which comprise future audit readiness on other financial statements.
- 3.2. As the DON FIP documents an end-to-end business process, or a business segment, or a process within a business segment, an internal controls testing program will have to be developed, implemented, and documented. This testing program may occur at different levels:at a major command level, across the DON financial management community, at a specific field activity, as well as involve testing of controls in other organizations and communities. Development of the internal controls testing program and performance of testing must be closely coordinated with the DON FIP Program Management Office in order to ensure that a particular testing program is developed and implemented when required for a particular process or business segment.
- 4. Tasks: The contractor will provide day-to-day program management support to the ASN(FM&C)FMO with respect to oversight of the entire DON Financial Improvement Program (FIP). Tasks include, but are not limited to, the following specific tasks. The contractor and FMO will prioritize tasks.
- 4.1Provide Program Management support for the DON FIP.
- 4.1.1 Assist the FMO FIP Program Manager in planning, development, and execution of a comprehensive FIP strategy.
- 4.1.1.1 Assist in keeping DON on track in meeting its goals for asserting business processes as audit ready, in accordance with the FIP/FIAR plans. This includes analysis on Navy-wide internal control environments, substantive testing and analysis, recommendations for asserting audit readiness, and preparation of assertion memos.
- 4.1.1.2 Assist in meeting the objectives contained in DON's current SBR Audit Readiness Plan, including development of an audit response infrastructure and capability to reconcile FBWT and establish supportable trial balances.
- 4.1.1.3 Assist in development and execution of audit readiness plans for asset management, including assertions for Existence and Completeness and subsequent development of valuation methodologies.

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- 4.1.1.4 Assist in the development, implementation, and monitoring of remediation plans for all or part of DON, as indicated necessary by FIP.
- 4.1.1.5 Monitor the sustainment of robust internal controls throughout DON as required by OMB Circular A-123, Appendix A, through liaison with FMO's sustainment team as well as with major commands. Provide expertise as needed.
- 4.1.1.6 Maintain, update and upgrade the existing web-based FIP tool for communication.
- 4.1.1.7 Participate in/support selected boards and committees.
- 4.1.1.8 Promote and facilitate face-to-face meetings with DON commands on a regular basis.
- 4.1.19 Host conferences or meetings on an as needed basis.
- 4.1.1.10 Work closely with the DON Standardization project manager to ensure that FIP efforts are synchronized.
- 4.1.1.11 Coordinate DON FIP efforts with outside organizations, including Service Providers and OSD (C).
- 4.1.1.12 Provide experienced contractor personnel to support Marine Corps audit readiness efforts, as required by the DON FIP program manager.
- 4.1.1.13 Oversee the planning, development, and execution of a comprehensive communication strategy.
- 4.1.1.14 Prepare/distribute guidance, newsletters and other forms of written communications.
- 4.1.2 Monitor and report on the progress of the components and projects of the DON FIP.
- 4.1.2.1 Develop a review process for all sub-parts of the DON FIP.
- 4.1.2.2 Develop metrics for monitoring progress on a regular basis.
- 4.1.2.3 Host/organize regular progress reviews with functional and project leads.
- 4.1.2.4 Identify and promote success measures throughout the DON FIP community and communicate these to all.
- 4.1.3 Provide FIAR support as needed.
- 4.1.3.1 Update the Key Milestone Plans (KMPs) and critical path milestones monthly.
- 4.1.3.2 Participate in workgroups and functional meetings for selected focus areas.
- 4.1.4 Provide finance, accounting, and functional (financial) Subject Matter Expertise.
- 4.1.4.1 Provide finance and accounting expertise and support for all segments of the SBR plan. Support includes analysis of the issues, development of Plan of Action and Milestones (POA&M) for solutions, and assistance with implementation of solutions.
- 4.1.4.2 Provide guidance to DON commands for projects under their cognizance.
- 4.1.4.3 Assist FMO, FIP contractors, and commands in implementing internal controls over business processes.
- 4.1.4.4 Assist FMO, FIP contractors, and commands in developing an audit response capability, including the prompt retrieval and transmission of evidentiary documents.

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- 4.1.4.5 Assist FMO, FIP contractors, and commands to promote implementation of OMB, A-123 requirements to the maximum extent possible with a focus on sustainment
- 4.2.DFAS Cleveland FIP Support.
- 4.2.1 Assist DFAS Cleveland in developing a DON Funds Balance with Treasury reconciliation process, utilizing the Business Activity Monitoring tool.
- 4.2.2 Assist in the remediation required as a result of the Disbursements and Collections discovery efforts, to include DFAS efforts to correct Problem Disbursement root causes.
- 4.2.3 Act as on-site liaison with DFAS Cleveland in matters regarding DON audit readiness and FIP efforts.
- 4.2.4 Support DFAS Cleveland in meeting DON's FIP and A-123 requirements, including FIP Plan development and maintenance.
- 4.3 Support of USMC audit of SBR
- 4.3.1 Augment the USMC fmancial management team during the on-going audit of USMC SBR, to include assisting in audit response, advice on audit response strategy, assistance in gathering evidentiary documentation.
- 4.3.2. Provide financial statement audit liaison support for audit risk and general computer control assessments impacting the Marine Corps Business Enterprise.
- 4.3.3. Assist DON in gathering Lessons Learned from the ongoing USMC SBR audit, transferring those Lessons learned to DON FIP program managers for application in the DON-wide SBR audit preparations.
- 4.4 Asset Management AuditabilitySupport
- 4.4.1 Develop and maintain detailed FIP plan to reach auditability for asset classes to include Real Property, Military Equipment, Operating and Maintenance Supplies, Inventory, and General Equipment, following the FIAR Strategy for progression from Existence and Completeness to full auditability, including valuation (subsequent to FIAR guidance, currently in development).
- 4.4.2 Assist in coordinating working group meetings, developing presentations, and disseminating working group message.
- 4.4.3 Assist in coverage ofhigher level meetings with OSD FIAR, OSD (AT&L) representatives, auditors, and other parties as required.
- 4.4.4 Assist in developing guidance as it applies to Procure-to-Pay/Acquire to Retire property segment.
- 4.4.5 Assist in developing and implementing a DON-wide Property Governance strategy.
- 4.5 Data Support Capability

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- 4.5.1 Provide FIP program and other FMO teams data management services. These include preparation and presentation of FMO Performance metrics, Entity Level Controls metrics, gathering data from various sources to support DON-wide transaction testing, and organizing, analyzing data to support management assertions.
- 4.5.2 Develop and distribute monthly reports on UMD status, trends, and progress.
- 4.5.3 Provide prompt pay interest payment support, including maintaining metrics monthly for distribution electronically; review and analyze prompt payment trends monthly.
- 4.6 Transition to Sustaining Internal Controls
- 4.6.1 Develop strategy and policy for DON to follow as it progresses from implementing internal controls, to sustaining them through control performance and testing.
- 4.6.2 Working with the Internal Controls Over Financial Reporting managers in FMO, as well as the major commands, and Naval Audit Service, providing sustainment support as necessary.
- 4.6.3 Provide support for DON accountability for funds allocated for OCO. This includes assisting major commands in setting internal controls over OCO funding and testing effectiveness of these controls, including providing test plans to major commands, testing and evaluating their progress in implementing controls, and drafting reports on testing results. This support includes recommendations for strengthening controls and sustaining them.
- 5. Estimated Level of Effort (LOE)
- 5.1 To meet these objectives, the contractor shall provide personnel who must have financial, accounting or auditing background with functional and technical knowledge of and possess experience in Federal government laws, regulations and guidance associated with financial management and audited financial statements, especially as they relate to DoD and DON organizations, accounting and finance operations (both general fund and Working Capital fund), and finance and accounting policies and procedures.
- 5.2 Labor Category:Program Manager-Professional IV
- 5.2.1 Experience:15 years of management experience including at least 10 years experience in various aspects of Federal and/or DoD financia1/accounting operations. MBA or a current professional recognized certification in accounting, finance, auditing, or project management.
- 5.3 Labor Category: Sr. Principal Analyst-Professional III
- 5.3.1 Experience: Seven years of management experience including at least seven years experience in various aspects of Federal and/or DoD financial, accounting or financial auditing operations. MBA or a current professional recognized certification in accounting, finance, auditing, or project management.
- 5.4 Labor Category: Sr. Analyst-Professional II
- 5.4.1 Experience: Five years of management analyst experience in finance, accounting or auditing. Sr. Analysts should have at least three years experience invarious aspects of DoD financial, accounting or financial auditing

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operations. Current professional recognized certification in accounting, finance, auditing, or project management.

- 5.5 Labor Category: Mid Analyst-Professional I
- 5.5.1 Experience: Two years of management analyst experience Current professional recognized certification in accounting, finance, auditing, or project management.
- 5.6 Labor Category: Sr. Technician-Technician IV.
- 5.6.1. Experience: Ten years of iT experience with preference for financial management systems of the ERP type.
- 5.7 Labor Category: Technician-Technician TIL
- 5.7.1. Experience: Five years of IT experience with preference for financial management systems of the ERP type.
- 5.8 Labor Category: Technician-Technician II.
- 5.8.1. Experience: Three years of IT experience with preference for financial management systems.
- 5.9 Labor Category: Technician-Technician I.
- 5.9.1 Experience: Entry Level IT experience with preference for financial management systems.
- 5.10. Labor Category: Administrative Assistant
- 5.10.1. Experience: One year of administrative support or file clerk experience."
- 6. Quality Surveillance and Performance Standards
- 6.1 The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly and weekly status reports and review of deliverables. Contractor will submit a Quality Assurance Surveillance Plan (QASP) to the Contracting Officer Representative (COR). The plan shall include the contractor's process for managing performance in a safe, efficient, and quality manner. The level of surveillance will be established by the COR to give the Government the necessary assurance that the requirements of the Performance Work Statement (PWS) are being met and that a process exists and is in place to ensure quality.
- 6.2 Contractor performance will be evaluated in the areas of performance (technical quality), schedule and cost.
- 6.2.1 Performance Metric:
- 6.2.1.1 The Government defines successful services as those that conform to the task description provided in the PWS with little or no rework required of the contractor.
- 6.2.1.2 Unsuccessful services are defined as those that do not conform to the task description provided in the PWS and require significant rework by the contractor at the direction of the Government.

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- 6.2.2 Schedule Metric
- 6.2.2.1 Successful delivery is defined as delivery of the Contract Data Requirements List (CDRL) 95% of the time.
- 6.2.2.2 Unsuccessful delivery is defined as delivery of the CDRL less than 95% of the time.
- 6.2.3 Cost Metric:
- 6.2.3.1 Successful cost control is defined as performance of the PWS within the amount offimds allotted on the order. If the contractor's actual expenditures on a monthly basis exceed the budgeted amount for expenditures, the contractor must (1) provide an explanation why the budget was exceeded and (2) provide an explanation of adjustments that will ensure completion of the work within the ceiling of the contract, in order to receive a successful assessment of performance.
- 6.2.3.2 Unsuccessful cost control is defined as exceeding the funding allotted on the order or exceeding the original ceiling of the order due to reasons not attributable to the Government. Furthermore, on monthly basis, **if** the Government is not notified of budgetary overruns, reasons for their occurrence, and steps the contractor is taking to ensure completion of the work within the ceiling of the order, the contractor will receive an unsuccessful assessment of performance.
- 7. Contract Data Requirements List (CDRL)

The following are required CDRLs. Contractor format is acceptable, however the government reserves the right to review the format

- 7.1 Monthly status report. Task 4.1 through 4.6. A consolidated report, summarized by task is acceptable. The contractor shall prepare and deliver, on a monthly basis, a cumulative status report and a funds and man-hour expenditure report of all work accomplished to date under the task order. The report will address the contractor's assessment of their performance in terms of outcomes and value. The report will provide a summary of the tasks and their current status in the following terms; Green-G-no concerns, Yellow-Y-potential issues, and Red-R-significant issues.
- 7.2 QASP. Task 6.1 Contractor will submit a QASP to the COR 30 days after issuance of the task order. The plan shall include the contractor's process for managing performance in a safe, efficient, and quality manner.
- 7.3 OMB Circular A-123 Support. Task 4.1- 4.6. Monitor and support the sustainment of robust internal controls throughout DON as required by OMB Circular A-123, Appendix A, through liaison with FMO's sustainment team as well as with major commands. Provide expertise as needed.
- 7.4 Deliver meeting minutes for distribution. Task 4.1.3.2
- 7.5 FIAR Plan Status Report (FPSR). Task 4.1.3
- 7.6 DON FIP Communications Plan. Task 4.1.1.13- 4.1.1.14
- 7.7 PoAM Management & Reporting. Task 4.1.4.1
- 7.8 Fund Balance with Treasury Support. Task 4.1.4
- 7.9 Prompt Pay Interest Status Report with Metrics. Task 4.5.
- 7.10 Asset Management Auditability Support. Task 4.4.
- 7.11 Development of FIAR Methodology Requirements . Task 4.1.
- 7.12 Audit Readiness Assertion Strategy. Task 4.1.1.1
- 7.13 PMO Support. Task 4.1-4.6.

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- 7.14 Corrective Action Plans. Task 4.1.1.4 and 4.1.2-4.1.3.1
- 7.15 Testing Guidebooks. Task 4.1.1.3 and 4.1.1.14.
- 7.16 Development of internal control testing methodology. Task 4.6.2.
- 7.17 Testing Results. Task 4.1.4-4.1.4.5.
- 7.18 Integrated DON SBR PoAM. Task 4.1.4.1.
- 7.19 ASN (FM&C) FIAR Dashboard Development. Task 4.1.1.6-4.1.1.14.
- 7.20 ASN (FM&C) FIAR Dashboard Development. Task 4.1.1.6 4.1.1.14.
- 7-21 Assertion Package Assistance. Task 4.L.
- 8. Place of Performance
- 8.1 Work will be performed predominantly in the FMO workspaces at the Washington D.C. Navy Yard. However, due to space constraints, the contractor Will be provided a limited number of spaces. The balance of employees will need to work at contractor facilities. It is estimated that there Will be spaces at the Washington Navy Yard for approximately 50-600/o of the contractor workforce.
- 9. Government Furnished Information, Systems, Space and Facilities
- 9.1 The contractor is allowed government furnished information as required and as approved by the FMO Program Manager.
- 9.2 As set forth in paragraph 8 above, the government will provide a limited number of workspaces, and administrative supplies, telephones, computers, and access to printers, FAX machines, and copiers for this task. Navy Marine Corps Intranet (NMCI) access will be provided at government sites, access to NMCI at the contractor's facility will not be provided.
- 10. Security and Privacy Act Requirements
- 10.1 Security. A visitor's request for every contractor employee must be prepared and submitted to OASN (FM&C) (FMO) no later than three business days in advance of working on-site at OASN (FM&C)(FMO). The visitor's request must include the contract number, duration of performance of contract, and the following information on each

contractor: full name, date of birth, place of birth, social security number, and clearance status. The visitor's request must also include a statement that a background check has been performed on each contractor employee. Access to the Washington Navy Yard requires a Common Access Card, which can be issued upon arrival to OASN (FM&C)

- (FMO). Access to other Federal buildings may require a special badge or a federal employee as an escort. Contractors are responsible for performing security clearances necessary for access to government buildings. Contractors are responsible for all required passes and badges prior to commencing performance.
- 10.2 The work performed relative to the tasking in this performance work statement is unclassified, and will require contractor personnel to have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act,

Title of the U.S. Code 552a and applicable DoD rules and regulations.

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11. Travel may be required to attend meetings and conferences

(EndofPWS)

### PERSONNEL QUALIFICATIONS (NAVSUP \$2\$2.237-9401)(JAN 1992)

Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth in Paragrah 5 of the PWS and shall be fully capable of performing in an efficient. reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference. Any cross-reference is to be provided in Volume II Cost-Price ProposaL

The labor categories are divided into three main categories: Professional (4levels), Technical (4levels) and Administrative Support (I level). Each level set forth in the PWS includes minimum experience.

(End of Provision)

### REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)

### (a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required. the contractor is responsible for making all needed arrangements for his personnel. Ibis includes but is not limited to the following:

Medical Examinations

Immunization

Passports, visas, etc.

Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

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- (5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.
- (6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

- (7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.
- (8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

(End of Provision)

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## SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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### SECTION E INSPECTION AND ACCEPTANCE

### SECTION E-INSPECTION AND ACCEPTANCE

Inspection and acceptance of the services provided under the PWS will be conducted by the Navy FMO, or their designated representative lAW the Quality Assurance Surveillance Plan (QASP) as submitted by the Contractor and Approved by the COR as stated in the PWS.

(End of Provision)

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## SECTION F DELIVERABLES OR PERFORMANCE

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

| 4000 | 9/1/2011 - 8/31/2012 |
|------|----------------------|
| 4001 | 5/7/2012- 9/28/2012  |
| 4002 | 9/29/2012- 3/25/2013 |
| 4100 | 4/9/2012- 5/6/2012   |
| 5000 | 2/3/2014 - 9/3/2014  |
| 6000 | 9/1/2011 - 8/31/2012 |
| 6001 | 9/1/2011 - 8/31/2012 |
| 6002 | 5/7/2012- 9/28/2012  |
| 6003 | 517/2012- 9/28/2012  |
| 6004 | 9/29/2012- 3/25/2013 |
| 6005 | 9/29/2012-3/25/2013  |
| 6006 | 9/1/2011 - 8/31/2012 |
| 6007 | 517/2012- 9/28/2012  |
| 6008 | 9/29/2012- 3/25/2013 |
| 7000 | 3/26/2013 - 9/3/2013 |
| 7001 | 9/4/2013 - 9/3/2014  |
| 9000 | 3/26/2013 - 9/3/2013 |
| 9001 | 3/26/2013 - 9/3/2013 |
| 9002 | 9/4/2013- 9/3/2014   |
| 9003 | 9/4/2013- 9/3/2014   |
| 9004 | 3/26/2013 - 9/3/2013 |
| 9005 | 9/4/2013 - 9/3/2014  |
|      |                      |

### CLIN - DELIVERIES OR PERFORMANCE

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

| 4000 | 9/1/2011-8/31/2012   |
|------|----------------------|
| 4001 | 517/2012- 9/28/2012  |
| 4002 | 9/29/2012- 3/25/2013 |
| 4100 | 4/9/2012- 5/6/2012   |
| 5000 | 2/3/2014 - 9/3/2014  |
| 6000 | 9/1/2011 - 8/31/2012 |
| 6001 | 9/1/2011-8/31/2012   |
| 6002 | 517/2012- 9/28/2012  |
| 6003 | 517/2012- 9/28/2012  |
| 6004 | 9/29/2012-3/25/2013  |
| 6005 | 9/29/2012- 3/25/2013 |
| 6006 | 9/1/2011 - 8/31/2012 |
| 6007 | 5/7/2012- 9/28/2012  |
|      |                      |

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|                  |      |                               |                |       |
| 6008             |      | 9/29/2012- 3/25/2013          |                |       |
| 7000             |      | 3/26/2013 - 9/3/2013          |                |       |
| 7001             |      | 9/4/2013- 9/3/2014            |                |       |
| 9000             |      | 3/26/2013 - 9/3/2013          |                |       |
| 9001             |      | 3/26/2013 - 9/3/2013          |                |       |
| 9002             |      | 9/4/2013- 9/3/2014            |                |       |
| 9003             |      | 9/4/2013- 9/3/2014            |                |       |
| 9004             |      | 3/26/2013 - 9/3/2013          |                |       |
| 9005             |      | 9/4/2013- 9/3/2014            |                |       |
|                  |      |                               |                |       |

Services to be performed hereunder will be provided at FMO located at 720 Kennon Street, SE, Washington Navy Yard, Washington DC, 20374-5025. (Specific Building or Rooms may be further specified at time of award.) Approximately 50- 60% of the contractors workforce will have work spaces at FMO. The balance of the workforce shall work at the contractor's facility.

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### SECTION G CONTRACT ADMINISTRATION DATA

### SECTION G CONTRACT ADMINISTRATION DATA

#### POINT OF CONTACT

The Contracting Officer's Point of Contact is Mr. David Gagliardi, Code 280.1A, FISC Norfolk, Philadelphia Division, who may be reached at 215-697-9692 or by e-mail at david.gagliardi1@navy.mil.

### COGNIZANT DCAA OFFICE

The cognizant DCAA Office for this Task Order is:

DCAA Nashville Branch Office 1321 Murfreesboro Pike, Suite 302 Nashville, TN 37217-2647

### 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 <a href="https://wawf.eb.mil">https://wawf.eb.mil</a>. Vendor training is available on the Internet at <a href="http://www.wawftraining.com">https://www.wawftraining.com</a>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).
- (2) WAWF Vendor "Quick Reference" Guides are located at the following web site: http://www.acguisition.navv.mil/navvaos/content/view/fu.ll/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 flle 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 inWAWF:

|   | Routing Table | Contracting Officer Notes |
|---|---------------|---------------------------|
| WAWF Invoice Type   |               | Cost Voucher              |
| Contract Number   |               | N00178-04-D-4020          |
| Delivery Order Number   |               | EX02                      |
| Issuing Office DODAAC   |               | N00189                    |
| Admin Office DODAAC   |               | S2404A                    |
| Inspector DODAAC (usually only used when Inspector & Acceptor are different people) |               | N41421                    |
| Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for                            |               | N41421                    |

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| 2 in 1), Service Approver<br>DODAAC (Cost Voucher) |                         |
|--|-------------------------|
| Acceptance At Other                                |                         |
| Local Processing Office<br>(Certifier)             | N41421                  |
| DCAA Office OODAAC (Used on C:nst": 's nnly)       | HAA645                  |
| Paying Office OODAAC                               | HQ0338                  |
| Acceptor/COR Email Address                         | rami.bannourah@navy.mil |
| Alternate A /AC:OR                                 |                         |

- (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 I 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 |
|--------------------|-------------------------|--------------|------|
| Mr. Rami.Bannourah | rami.bannourah@navy.mil | 202-685-0785 | COR  |

Accounting Data

SLINIO PR Number Amount

4000 N4142111RCF0023 4079082.30

LLA :

AA 1711804 12TA 250 41421 F 068892 20 CF0023 414211F2521Q FUNDING FOR BASE LABOR CLIN 4000

6000 N4142111RCF0023 375000.00

LLA :

AA 1711804 12TA 250 41421 F 068892 20 CF0023 414211F2521Q

TRAVEL IN SUPPORT OF BASE CLIN

6001 N4142111RCF023 25000.00

LLA :

AA 1711804 12TA 250 41421 F 068892 20 CF0023 414211F2521Q

OTHER OOCS IN SUPPORT OF BASE LABOR CLIN

BASE Funding 4479082.30 Cumulative Funding 4479082.30 CONTRACT NO. DELIVERY ORDER NO. AMENDMENT/MODIFICATION NO. PAGE FINAL N00178-04-D-4020 EX02 12 2 of 2

MOD 01 Funding 0.00

Cumulative Funding 4479082.30

MOD 02

400101 N4142112RCF0035 4193235.51

LLA :

AB 1721804 12TA 252 41421 F 068892 2D CF0035 414212F2521Q FUNDING FOR OPTION I LABOR

410001 N4142111RCF0023 275000.00

LLA :

AA 1711804 12TA 250 41421 F 068892 2D CF0023 414211F2521Q FUNDS FOR ADDITIONAL LABOR SHIFTBD FROM TRAVEL IN BASE PERIOD.

6000 N4142111RCF0023 (275000.00)

LLA

AA 1711804 12TA 250 41421 F 068892 2D CF0023 414211F2521Q TRAVEL IN SUPPORT OF BASE CLIN

600201 N4142112RCF0035 375000.00

LLA :

AB 1721804 12TA 252 41421 F 068892 2D CF0035 414212F2521Q FUNDING FOR OPTION I TRAVEL

600301 N4142112RCF0035 25000.00

LLA :

AB 1721804 12TA 252 41421 F 068892 2D CF0035 414212F2521Q FUNDING FOR OPTION I ODCS

MOD 02 Funding 4593235.51 Cumulative Funding 9072317.81

MOD 03

400201 N4142112RCF0124 4306087.49

LLA :

AD 1721804 12TA 252 41421 F 068892 2D CF0124 414212F2521Q FUNDING FOR CLIN 4002 OPTION II LABOR

410001 N4142111RCF0023 70206.21

LLA :

AA 1711804 12TA 250 41421 F 068892 2D CF0023 414211F2521Q FUNDS FOR ADDITIONAL LABOR SHIFTBD FROM TRAVEL IN BASE PERIOD.

410002 N4142112RCF0035 158904.00

LLA :

AC 1721804 12TA 252 41421 F 068892 2D CF0035 414212F2521Q ADDITIONAL FUNDING FOR CLIN 4100.

6000 N4142111RCF0023 (59276.90)

LLA :

AA 1711804 12TA 250 41421 F 068892 2D CF0023 414211F2521Q TRAVEL IN SUPPORT OF BASE CLIN

6001 N4142111RCF023 (10929.31)

LLA :

AA 1711804 12TA 250 41421 F 068892 2D CF0023 414211F2521Q OTHER ODCS IN SUPPORT OF BASB LABOR CLIN

600401 N4142112RCF0124 168912.51

LLA :

AD 1721804 12TA 252 41421 F 068892 2D CF0124 414212F2521Q INCREMENTAL FUNDING FOR CLIN 6004 TRAVBL OPTION II.

600501 N4142112RCF0124 25000.00

LA :

AD 1721804 12TA 252 41421 F 068892 2D CF0124 414212F2521Q FUNDING FOR CLIN 6005 ODCS OPTION II

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MOD 03 Funding 46S6904.00 Cumulative Funding 13731221.61

MOD 04 Funding 0.00 Cumulative Funding 13731221.61

MOD OS

700001 N4142113RCF00S0 21S6308.S0

LLA :

AE 1731604 12TA 252 41421 F 066692 2D CFOOSO 414213F2521Q INCREMENTAL FUNDING OF CLIN 7000 OPTION III LABOR

900001 N4142113RCF0050 30000.00

LLA :

AE 1731604 12TA 252 41421 F 066692 2D CF0050 414213F2S21Q INCREMENTAL FUNDING OF OPTION III TRAVEL.

900101 N4142113RCF00S0 2S000.00

LLA :

AE 1731604 12TA 252 41421 F 066692 2D CF0050 414213F2S21Q FULL FUNDING FOR OPTION III ODCS

MOD OS Funding 2211308.50 Cumulative Funding 15942530.31

MOD 06

700002 N4142113RCFOOSO 2201309.00

LLA :

AE 1731604 12TA 252 41421 F 066692 2D CF0050 414213F2521Q INCREMENTAL FUNDING OF CLIN 7000 LABOR

900002 N4142113RCF0050 10000.00

LLA :

AE 1731604 12TA 252 41421 F 066692 2D CF0050 414213F2S21Q INCREMENTAL FUNDING OF CLIN 9000 OPTION III TRAVEL.

MOD 06 Funding 2211309.00 Cumulative Funding 18153839.31

MOD 07

700003 N4142113RCF00S0 S2999.00

LLA :

AE 1731804 12TA 252 41421 F 068892 2D CF0050 414213F2S21Q INCREMENTAL LABOR FUNDING

900003 N4142113RCF00S0 12000.00

LLA :

AE 1731604 12TA 252 41421 F 066692 2D CFOOSO 414213F2521Q INCREMENTAL OPTION III TRAVEL FUNDING

MOD 07 Funding 64999.00 Cumulative Funding 18218838.31

MOD 08

700004 N4142113RCF0050 12000.46

LLA :

AE 1731604 12TA 252 41421 F 066692 2D CF0050 414213F2S21Q INCREMENTAL FUNDING OF CLIN 7000 LABOR OPTION III.

700101 N4142113RCFOOS0 3S33399.54

LLA

AE 1731604 12TA 252 41421 F 066692 2D CF0050 414213F2S21Q INCREMENTAL FUNDING FOR OPTION IV LABOR CLIN 7001

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900201 N4142113RCF0050

65000.00

LLA :

AE 1731804 12TA 252 41421 F 068892 2D CFOOSO 414213F2521Q INCREMENTAL TRAVEL FUNDING FOR OPTION IV

900301 N4142113RCF0050 25000

LLA :

AE 1731804 12TA 252 41421 F 068892 2D CFOOSO 414213F2521Q FUNDING FOR OPTION IV ODCS

MOD 08 Funding 3635400.00 Cumulative Funding 21854238.31

MOD 09

700101 N4142113RCF0050 1010029.00

LLA :

AE 1731804 12TA 252 41421 F 068892 2D CF0050 414213F2521Q INCREMENTAL FUNDING FOR OPTION IV LABOR CLIN 7001

900201 N4142113RCF0050 310000.0

LLA :

AE 1731804 12TA 252 41421 F 068892 2D CFOOSO 414213F2521Q INCREMENTAL TRAVEL FUNDING FOR OPTION IV

MOD 09 Funding 1320029.00 Cumulative Funding 23174267.31

MOD 10

5000 N4142114RCF0045 6236560.33

LLA :

AF 1741804 12TA 252 41421 F 068892 2D CF0045 414214F2521Q

MOD 10 Funding 6236560.33 Cumulative Funding 29410827.64

MOD 11 Funding 0.00

Cumulative Funding 29410827.64

MOD 12

900201 N4142113RCF0050 (300000.00)

LLA :

AE 1731804 12TA 252 41421 F 068892 2D CFOOSO 414213F2521Q INCREMENTAL TRAVEL FUNDING FOR OPTION IV

MOD 12 Funding -300000.00 Cumulative Funding 29110827.64

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|                           |  | L CONTRACT REQU   |   |                                      |                              |
| SECTION H                 | SPECIAL C                                  | ONTRACT REQUIREMEN  | VTS   |                                      |                              |
| Special Contr             | act Requireme                              | ents shall be in accordance w   | rith Section H of the IDIQ contract.  |                                      |                              |
| LIMITATION                | N OF LIABIL                                | ITY-INCREMENTAL FUN   | NDING (NAVSUP 5252.232-9400) (J   | JAN 1992)                            | 1                            |
| \$*                       | inclusive of<br>_**<br>f the General<br>sh | fee. It is estimated that these Subject to the provision of this contract, no | arrently available for payment hereund<br>funds will cover the cost of performations of the clause entitled "Limitation<br>to legal liability on the part of the Gov<br>ds are made available and are incorporate | ance through of Funds<br>ernment for | gh<br>"(FAR<br>or payment in |
| APPOINTMI                 | ENT OF CON                                 | NTRACTING OFFICER'S F   | REPRESENTATIVE (FISC DET PH   | IILA) (OC                            | T 1992)                      |
|                           | -  | er hereby designates the follow.<br>Fr. Bannourah hereby replaces             | wing individual as Contracting Offices Mr. Koranda as COR.  | er's Repres                          | entative(s)                  |
| Mı                        | r. Rami Banr                               | nourah  |   |                                      |                              |
| N                         | AME  |   | CODE  |                                      |                              |
| Off                       | fice of Deputy                             | ASN (FM&C) Financial O  | perations   |                                      |                              |
| 72                        | 20 Kennon St                               | SE  |   |                                      |                              |
| W                         | ashington Na                               | vy Yard, Bldg 36, Rm 131  |   |                                      |                              |
| W                         | ashington, D                               | C 20374-5025  |   |                                      |                              |
| M                         | AIL ADDRE                                  | ESS   |   |                                      |                              |
| (20                       | 02) 685-0785                               | 5   |   |                                      |                              |
| TI                        | ELEPHONE                                   | NUMBER  |   |                                      |                              |
| E-N                       | MAIL: rami.l                               | oannourah@navy.mil  |   |                                      |                              |
| responsibility            | of the alterna                             | -   | sibilities and functions assigned to the COR. The Contracting Officer her   |                                      |                              |

| :NONE ASSIGNED AT TH | IS TIME |
|----------------------|---------|
| NONE ASSIGNED AT THE | 9 IIME  |

| NAME         | CODE |
|--------------|------|
| MAIL ADDRESS |      |
|              | -    |

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- (c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).
- (d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

### NOTICE OF INCLUSION OF AN ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE

DELIVERY ORDER NO.

EX02

This solicitation contains a clause entitled Organizational Conflict of Interest, pursuant to FAR subpart 9.5, which is to be included in any contract to be awarded hereunder.

The bases for including an Organizational Conflict of Interest clause are that, in the performance of the prospective contract, the contractor:

- (1) Could prejudice research, analysis, testing, and acquisition support to give itself a competitive advantage in competing to provide system hardware/software,
- (2) Could utilize other contractors' proprietary information, gained during the performance of the instant requirement, to enhance its own competitive status, and
- (3) Could be assessing its own products or services.

### TASK ORDER LEVEL CLAUSE

### NOTE REGARDING ORGANIZATIONAL CONFLICT OF INTEREST

The Contractor and each subcontractor shall comply with all aspects of the organizational conflict of interest plan the Contractor submitted in response to the Request for Quotations for this Task Order except to the extent that such plan conflicts with a requirement(s) of this Task Order. In the event such plan conflicts with a requirement(s) of this Task Order, the requirements of this Task Order shall control. In any case, the Contractor and each subcontractor shall comply with the requirements of this Task Order.

#### ORGANIZATIONAL CONFLICT OF INTEREST

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other entities by virtue of its performance of this task order, and (2) is not biased in its performance of this task order because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this task order.

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- (b) Scope. The interests of contractor personnel performing work under this task order shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest (OCI). Any subcontractor that performs any work relative to this task order shall be subject to this clause. The contractor agrees to place in each subcontract affected by this clause the necessary language contained in this clause.
- (c) Waiver. Any request for waiver of the terms of clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an OCI.
- d) Definitions. For purposes of application of this clause only, the following definitions are applicable:
- (1) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-l(b).
- (2) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-l(b).
- (3) "Support Services" are those services acquired from non-governmental sources to support or improve agency policy development or decision making for purposes of improving the management of organizations. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations; and may result in an "Impaired Objectivity" type OCI.
- (4) "Contractor," for the purposes of this clause, means the entity signing this contract, its subsidiaries and affiliates, joint ventures involving the entity, any firm which the entity may hereafter merge or affiliate, and any other successor or assignee of the entity.
- (5) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.
- (6) "Interest" means financial, contractual, organizational and other interests.
- (e) Contracting restrictions.
- (1) To the extent work to be performed under this task order requires evaluation of efforts under the existing Multiple Award Contracts (MACs) in support of the Financial Improvement Program (FIP), a task order will not be awarded to a contractor that will evaluate its own efforts for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests.
- (2) Support Services. If the contractor provides Support Services as defmed in paragraph (d) of this clause, it may be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors under such contractual efforts <u>for a period of 36 months</u>. Furthermore, unless so directed in writing by the PCO, the contractor shall not perform any work under this contract on any of its products or services, or the products or services of another entity in which it has an interest.
- (t) Remedies. In the event the contractor fails to comply with the terms of this clause, such noncompliance shall be deemed a material breach of this task order. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by this contract, statute and/or regulation.
- (g) Disclosure of Potential Conflicts of Interest. In the event that the contractor identifies a potential OCI associated with this task order solicitation, at a minimum, the following information should be provided in its quote:
  - (1) description of the potential conflict of interest and identity of parties involved;
- (2) description of the effort;

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- (3) dollar amount of the effort;
- (4) period of performance of the effort;
- (5) a description of the contractor's internal controls and planned actions, to avoid, neutralize and/or mitigate any potential organizational conflict of interest; bearing in mind that the only recognized strategy for Impaired Objectivity type OCis is planned utilization of a subcontractor; and
- (6) any other relevant information.
- (h) The contractor recognizes that during the term of this task order, conditions may change which may give rise to a new potential conflict of interest. In such an event, the contractor shall disclose to the Government information required subparagraph (g) concerning the new potential conflict of interest.

SUP 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 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 devises must be treated as sensitive data and encrypted using commercially 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) fmgerprint 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

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- 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

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 fmgerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is requil'ed to complete:

SF-85P Questionnaire for Public Trust Positions

Two FD-258 Applicant Fingerprint Cards

Original Signed Release Statements

Failure to provide the requil'ed 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 requil'ed 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 in-process 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 requll'ed documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

When requil'ed 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 requil'ed.

### Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the requll"ed 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 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).

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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 non-sensitive 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.

(End of Provision)

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### SECTION I CONTRACT CLAUSES

#### 09RA 52.217-9 — OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

- (a) The Government may extend the term of this contract by written notice to the Contractor prior to the expiration of the the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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.

### AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19) (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Sept 2011. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 September 2011, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

52.219-9 Small Business Subcontracting Plan (JAN 2011)

52.244-2 Subcontracts (JUN 2007)

252.222-7006 Restriction on the Use of Mandatory Arbitration Agreements

252.239-7001Information Assurance Contractor Training and Certification

### SUBCONTRACTING PLAN- INCORPORATED (FISC DET PIDLA)(OCT 1992)

In accordance with FAR 19.702, the contractor has submitted a subcontracting plan which has been reviewed and approved by the Contracting Officer. The plan is hereby incorporated into this award as Attachment **n**. The ACO is hereby delegated authority to monitor implementation of the Small Business and Small Disadvantaged Business Subcontracting Plan.

The Contractor shall provide a copy of all SF 294s Subcontracting Reports for Individual Contracts, and SF 29Ss Summary Subcontracting Reports, associated with the contract to the NAVSUP Fleet Logistics Center, Norfolk, (Formerly FISC Philadelphia) 700 Robbins Avenue, Bldg 2B, Philadelphia, PA 19111, Attention Code 280.1A.

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## **ATTACHMENTS**

| SECTION J LIST OF |
|-------------------|
| CAP CPFF          |
| CDRLAOOl          |
| CDRL A002 QASP    |
| CDRLA003          |
| CDRLA004          |
| CDRLA005          |
| CDRLA006          |
| CDRLA007          |
| CDRLA008          |
| CDRLA009          |
| CDRLAOIO          |
| CDRLAOII          |
| CDRLA012          |
| CDRLA013          |
| CDRLA014          |
| CDRLA015          |
| CDRLA016          |
| CDRLA017          |
| CDRLA018          |
| CDRLA019          |
| CDRLA020          |

Deloitte Subcontracting Plan

CDRLA021