| | | | 1. CONTR | ACT ID CODE | | PAGI | E OF PAGES |
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| AMENDMENT OF SOLICITATION/MOD | DIFICATION OF CONTRA | CT | | J | | 1 | 2 |
| 2. AMENDMENT/MODIFICATION NO. 02 | 3. EFFECTIVE DATE 28-Dec-2012 | | 130 | PURCHASE REQ. NO. 00277614 | 5. PR | OJECT NO. | (If applicable) A |
| 6. ISSUED BY CODE | N00189 | 7. ADI | /INISTEREI | D BY (If other than Item 6) | COE | DE | S2404A |
| NAVSUP FLC Norfolk, Detachment Phila | delphia | | DCMA | A Manassas | | | |
| 700 Robbins Avenue, Bldg. 2B | | | 10500 | BATTLEVIEW PARKV | NAY, S | SUITE 200 | |
| Philadelphia PA 19111-5083 | | | MANA | ASSAS VA 20109-2342 | | | |
| charles.hoyes@navy.mil 717-605-2024 | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., str | reet, county, State, and Zip Code) | | | 9A. AMENDMENT OF SOL | ICITATI | ON NO. | |
| Deloitte Consulting LLP | | | | | | | |
| 1725 Duke Street | | | | | | | |
| Alexandria VA 22314-3456 | | | | 9B. DATED (SEE ITEM 11 | 1) | | |
| | | | | | | | |
| | | | | 10A. MODIFICATION OF C | CONTRA | CT/ORDER I | NO. |
| | | | [X] | | | | |
| | | | | N00178-04-D-402 | | 3 | |
| _ | | | | 10B. DATED (SEE ITEM | 13) | | |
| CAGE 1TTG5 FACIL | ITY CODE | | | 20-Jun-2012 | | | |
| | ITEM ONLY APPLIES TO | AMEND | MENTS C | F SOLICITATIONS | | | |
| amendment you desire to change an offer already subrand this amendment, and is received prior to the open 12. ACCOUNTING AND APPROPRIATION DATA (If re | ing hour and date specified. | oy telegram | or letter, pr | ovided each telegram or lette | er makes | reference to | the solicitation |
| 12 TUICITEM | M APPLIES ONLY TO MOD | NEICATI | ONS OF | CONTRACTS/ORDER | 00 | | |
| | ES THE CONTRACT/ORD | | | | λο, | | |
| (*) A. THIS CHANGE ORDER IS ISSUED PUITEM 10A. | | | | | DE IN TH | IE CONTRAC | T ORDER NO. IN |
| B. THE ABOVE NUMBERED CONTRACT date, etc.)SET FORTH IN ITEM 14, PURSI | | | | ΓΙVE CHANGES (such as cha | anges in | paying offic | e, appropriation |
| [X] C. THIS SUPPLEMENTAL AGREEMENT 43.103(a)(3) | | O AUTHOF | RITY OF: | | | | |
| D. OTHER (Specify type of modification a | nd authority) | | | | | | |
| E. IMPORTANT: Contractor [] is not, [X] is re | equired to sign this document and | return 1 | copies to t | he issuing office. | | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION SEE PAGE 2 | | | | | here feas | sible.) | |
| 15A. NAME AND TITLE OF SIGNER (Type or print) | | 16A. NA | ME AND TIT | TLE OF CONTRACTING OFF | FICER (T | ype or print) | |
| | | | | lock, Contracting Offic | cer | | |
| 15B. CONTRACTOR/OFFEROR | 15C. DATE SIGNED | 16B. UN | IITED STAT | ES OF AMERICA | | 16C. DA | TE SIGNED |
| | 09-Jan-2013 | BY | /s/Kenneth | Bullock | | 14-Jan- | 2013 |
| (Signature of person authorized to sign) | | _ | | re of Contracting Officer) | | | |
| NSN 7540-01-152-8070 | 30 | 0-105 | | STAND | ARD F | DRM 30 (Re | v. 10-83) |

PREVIOUS EDITION UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to revise the period of performance. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$202,458.28 by \$0.00 to \$202,458.28.

| CLIN/SLIN | Type Of Fund | From (\$) | By (\$) | To (\$) |
|-----------|--------------|------------|-------------|------------|
| 5000 | WCF | 101,169.54 | 89,928.48 | 191,098.02 |
| 6000 | WCF | 101,288.74 | (89,928.48) | 11,360.26 |

The total value of the order is hereby increased from \$202,458.28 by \$0.00 to \$202,458.28.

| CLIN/SLIN | From (\$) | By (\$) | To (\$) |
|-----------|------------|-------------|------------|
| 5000 | 101,169.54 | 89,928.48 | 191,098.02 |
| 6000 | 101,288.74 | (89,928.48) | 11,360.26 |

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

| Item | Supplies/Services | Qty | Unit Unit | Price | Total Price |
|------|---|-----|-----------|------------|--------------|
| 5000 | The requirement is to improve the customer outreach and communication efforts of NAVSUP (Naval Supply Systems Command). A systematic approach will be developed to solicit stakeholder feedback, enhance cross-organizatio nal collaboration, and support strategic communications efforts. Period of Performance is 51 weeks: 21 June 2012 through 20 June 2013. (WCF) | | | \$3,747.02 | \$191,098.02 |
| | | | | | |

For ODC Items:

| Item | Supplies/Services | Qty Unit | Est. Cost |
|------|--|----------|-----------|
| | | | |
| 6000 | Travel and Materials in support of CLIN 5000 (WCF) | 1.0 LO | |

ESTIMATED TRAVEL REQUIREMENTS

- -Travel from Mechanicsburg, PA to NAVSUP Weapon Systems Support (WSS), Philadelphia, PA and the vicinity of Philadelphia, PA as required and approved by the U.S. Government. Estimated travel is 1 trip (One to two SMEs and an average duration of two days). However, additional travel may be necessary on an as required basis.
- -Travel from Mechanicsburg, PA to NAVSUP Global Logistics Support (GLS) in San Diego, CA, and the vicinity of San Diego, CA, as required and approved by the U.S. Government. Estimated travel is two trips (One to two SMEs and an average duration of three days each). However, additional travel may be necessary on an as required basis.

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-Travel from Mechanicsburg, PA to Defense Logistics Agency (DLA), Fort Belvoir, VA, and the vicinity of Fort Belvoir, VA, as required and approved by the U.S. Government. Estimated travel is one trip (One to two SMEs and an average duration of two days). However, additional travel may be necessary on an as required basis.

-Travel from Mechanicsburg, PA to Commander, U.S. Fleet Forces Command (COMUSFLTFORCOM), Norfolk, VA, and the vicinity of Norfolk, VA, as required and approved by the U.S. Government. Estimated travel is two trips (One to two SMEs and an average duration of three days each). However, additional travel may be necessary on an as required basis.

-Travel from Mechanicsburg, PA to Commander, U.S. Pacific Fleet (COMPACFLT), Pearl Harbor, HI, and the vicinity of Pearl Harbor, HI, as required and approved by the U.S. Government. Estimated travel is one trip (One to two SMEs and an average duration of three days). However, additional travel may be necessary on an as required basis.

Additional travel not identified in the above estimate may be determined as the effort progresses.

REIMBURSEMENT OF TRAVEL COSTS

- (a) Travel
- (1) Area of Travel. Performance under this task order 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. This 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 task order and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this task order 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 task order will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.
- (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
- 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

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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.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

NAVSUP STAKEHOLDER ENGAGEMENT - PERFORMANCE WORK STATEMENT

- 1. INTRODUCTION: The requirement is to improve the customer outreach and communication efforts of NAVSUP (Naval Supply Systems Command). A systematic approach will be developed to solicit stakeholder feedback, enhance cross-organizational collaboration, and support strategic communications efforts. These improved practices will ultimately drive opportunities for better alignment, enable innovation, and lead to increased efficiencies across all NAVSUP business lines.
- 2. BACKGROUND: During the summer of 2011, NAVSUP conducted extensive research and interviews with several high-ranking officials throughout the United States Navy and Defense Logistics Agency. Results of this effort culminated in the development of NAVSUP's 100-Day plan and a renewed focus on the need for external engagement. This focus on the customer was once again communicated in January 2012 with the release of the NAVSUP and Navy Supply Corps 2012 Strategic Guidance. Therefore, as the Navy's primary agent for logistics support, it is critical that NAVSUP proactively seeks out the voice of its customers to better understand Fleet requirements and ensure proper alignment with Resource Sponsors, SYSCOM counterparts, and the Warfare Enterprises.
- 3. SCOPE: This Performance Work Statement (PWS) specifies the tasks to be performed, deliverables to be provided, and performance objectives to be met in support of the NAVSUP HQ Strategy and Innovation Directorate (NAVSUP N5). The contractor shall provide assistance, as required.
- 4. APPLICABLE DOCUMENTS: N/A
- 5. REQUIREMENTS: The contractor shall provide all support necessary to successfully satisfy the requirements and performance objectives of the PBWS. The contractor shall:
- 5.1 Develop and administer an external web-based questionnaire to gauge customer perceptions of overall NAVSUP performance and the effectiveness of NAVSUP's stakeholder relationships.
- 5.2 Work with the Government to confirm questionnaire intent, audience, scope, and timelines.
- 5.3 Conduct subsequent quantitative and qualitative analysis of questionnaire results, and deliver all data to the Government. Upon request, present findings to critical audiences, including, but not limited to, NAVSUP leadership.
- Based on questionnaire findings, conduct follow-on surveys, customer focus groups, and other engagement activities to better understand customer perceptions and identify areas for improvement.
- 5.5 Based on questionnaire findings, deliver a stakeholder engagement plan that includes proposed activities designed to help NAVSUP address critical customer engagement issues. Proposed activities could include brainstorming sessions with subject matter experts, key leader engagement events, and professional education or workshops.
- 5.6 Work with NAVSUP's Office of Corporate Communications to develop a communications plan and coordinate messaging relative to the questionnaire.
- 5.7 Meet with the Functional Manager and Contracting Officer Representative (COR) monthly, or as required, to discuss any problems with current tasks, or assignment of future tasks.
- 6. DELIVERABLES: The Contractor shall provide the following deliverables in accordance with the schedule provided. Deliverables shall be in contractor format and delivered to the Technical Point of Contact with draft documents being provided to the Government for comment. The Government shall have 5 working days to provide comments. The Contractor shall provide the final report five (5) working days after receipt of Government comments.

Deliverable(s):

- Status Reports due monthly or as determined by the government
- In Progress Reviews (IPRs) due monthly or as determined by the government
- Proposed Short-Term Stakeholder Engagement Plan (due within 14 days of contract award)
- Completed Stakeholder Survey (due within 60 days of contract award)
- Stakeholder Interviews and Focus Groups (due within 75 days of contract award)
- Stakeholder Analysis Report (due within 90 days of contract award)

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- Proposed Long-Term Stakeholder Engagement Action Plan (due within 120 days of contract award)
- Reports, analyses, white papers, presentations, and briefs (As required)
- The Contractor shall prepare all reports and accompanying briefings according to determined formats (i.e., MS Word, Power Point).

7. EXPERIENCE LEVELS

The contractor shall provide resumes for Key Personnel with the following experience and qualifications (clause SUBSTITUTION OR ADDITION OF PERSONNEL (NAVSUP 5252.237-9400) (JAN 1992) applies:

Minimum Experience:

- (a) Bachelor level degree in business management or related field
- (b) Five (5) or more years of change management experience
 - Specific experience working on a major change management initiative within the last 3 years
- (c) Specific skills/experience covering the following areas:
 - Experience interacting with senior-level DoD personnel;
 - Organizational change management methodologies;
 - Survey administration and analysis techniques;
 - Facilitation of focus groups;
 - Stakeholder and customer engagement practices
 - Experience with Lean, Six Sigma, Theory of Constraints, and other process improvement tools
 - Knowledge of SCOR-model implementation practices for supply chain management
- 8. QUALITY ASSURANCE PLAN: Section 5 of this performance work statement (PWS) specifies the tasks to be performed, and section 6 specifies the required deliverables. In accordance with the Contract Administration/Quality Assurance Surveillance Plan, the Contracting Officer's Representative (COR), with the assistance of designated technical assistants, will measure and evaluate the contractor's performance of this PWS in terms of quality and timeliness.
- 9. PLACE OF PERFORMANCE: Primary location is NAVSUP Headquarters (BLDG 309 Mechanicsburg, PA), but work may also be performed at various other DoD activities.
- 10. GOVERNMENT FURNISHED EQUIPMENT AND MATERIALS: The Government will provide a workspace and consumables.
- 11. PERIOD OF PERFORMANCE: 21 June 2012 20 June 2013
- 12. Contracting Officer's Representative (COR): Mr. Brian Laird, NAVSUP N51, (717) 605-4641
- 13. SECURITY: No Security clearance is required for the performance of this contract.

14. INSPECTION AND ACCEPTANCE

The COR is the only person empowered to inspect and accept work under this contract. Upon completion of all work and final submission of all data items, the contractor's Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance memorandum, and submit it to the TOM for signature. The contractor shall include the fully signed memorandum with its final invoice.

15.CONTRACTOR ACCESS TO (UNCLASSIFIED) INFORMATION SYSTEMS

Department of Defense (DoD) policy prescribes that all DoD computer systems, or, other business information systems (stand alone computers, network computers/systems, e-mail) are sensitive regardless of whether the information is classified or unclassified – and, that - contractors whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel (contractor employees) accessing DoD computer systems must undergo a National Agency Check (NAC) to verify their trustworthiness. The trustworthiness NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website http://www.dss.mil/epsq/index.htm. The contractor should obtain the SOI (Security Office Identifier) from the

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command (customer site) Security Manager. The contractor should, then, provide the completed EPSQ with the original signed release statements and two applicant fingerprint cards (FD 258) to US Office of Personnel Management, Federal Investigations Processing Center, P.O. Box 618, 1137 Branchton Road, Boyers, PA 16018-0618. The contactor will include in its cover letter a request for the Government response to be made to the contractor and Contracting Officer. The EPSQ shall be submitted prior to the individual being permitted access to an Information System.

The command (customer site) Security Manager will receive the completed investigation and make the trustworthiness determination. The command will provide written notification to the contractor and Contracting Officer advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

If contractor personnel currently have a favorably adjudicated NAC, the contractor will notify the Security Manager of the command they will visit utilizing the appropriate service (visit request) form or letter. The document will include the name, social security number, date and place of birth, citizenship, clearance/date granted (if applicable), type of investigation, investigated by and date. The visit request will be renewed annually or for the duration of the contract if less than one year.

If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

NOTE: Approval of the Contracting Officer is required before foreign national contractor employees may access any sensitive or technical data (in any medium).

If the contractor employee is a Foreign National, approval of the command (customer site) Security Manager and Access Authorization Authority (AAA) – or, other, appropriate official responsible for LAN (local area network) access - is required before such employee may begin work on an Information System. The command will ensure that the trustworthiness NAC is completed prior to providing access to the system. The site LAN official will ensure that all information contained in or accessible to individuals on the Information System is releasable to that employee's country of origin. A Foreign National is not permitted access to information of countries other than his own.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

16.DISCLOSURE OF INFORMATION

252.204-7000 Disclosure of Information.

DISCLOSURE OF INFORMATION (DEC 1991)

- (a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—
- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.
- (b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.
- (c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

17.PRIVACY DATA

During the performance of this order, the contractor may have access to privacy data. The contractor shall safeguard all privacy information, and ensure this data is accessed and maintained in accordance with laws and regulations. The applicable FAR clauses are incorporated:

FAR 52.224-1, Privacy Act Notification (Apr 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an

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agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties. FAR 52.224-2, Privacy Act (Apr 1984)

- (a) The Contractor agrees to --
- (1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --
- (i) The systems of records; and
- (ii) The design, development, or operation work that the contractor is to perform;
- (2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and
- (3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.
- (b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.
- (1) "Operation of a system of records," as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.
- (2) "Record," as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person's name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.
- (3) "System of records on individuals," as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

18. SUBSTITUTION OR ADDITION OF PERSONNEL (NAVSUP 5252.237-9400) (JAN 1992)

- (a) The quoter agrees to assign to the task order those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required to fill the requirements of the task order. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) The quoter agrees that during the first 180 days of the task order performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.
- (c) If personnel for whatever reason become unavailable for work under the task order for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the quote, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the task order occurs, the quoter shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.
- (f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the quoter, in writing, of whether the request is approved or disapproved.
- (g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the task order is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the task order or the

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delivery order, the task order may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the task order price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

19. CONTRACT ADMINISTRATION PLAN CONTRACT ADMINISTRATION PLAN (CAP) FOR FIXED PRICE CONTRACTS

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

- 1. The Procuring Contract Office (PCO) is responsible for:
 - a. All pre-award duties such as solicitation, negotiation and award of contracts.
 - b. Any information or questions during the pre-award stage of the procurement.
 - c. Freedom of Information inquiries.
 - d. Changes in contract terms and/or conditions.
 - e. Post award conference.
- 2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.
- 3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
- 4. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR duties are as follows:
 - a. Technical Interface
- (1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.
- (2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross

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

- (2) The COR shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.
- (3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR is responsible for monitoring the recovery and keeping the PCO advised of progress.
- (4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.
 - c. Invoice Review and Approval/Inspection and Acceptance
- (1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.
- (2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.
- (3) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.
- (4) The COR shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR shall ensure that the invoice is clearly marked as a "Final Invoice."
- d. Contract Modifications. The COR is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

- (1) The COR shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.
- (2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

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- (3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.
- f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.
- g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.
- h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.
 - i. Written Report/Contract Completion Statement.
- (1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.
- (2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.
- (3) The COR is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.
- 5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:
 - a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the COR.
 - d. Identify contract noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

The Task Order Manager (TOM) identified in Section G is the only person empowered to inspect and accept work under this task order. Upon completion of all work and final submission of all data items, the contractor's

Senior Technical Representative shall prepare and sign a Certificate of Final Acceptance memorandum, and submit it to the TOM for signature. The contractor shall include the fully signed memorandum with its final invoice.

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SECTION F DELIVERABLES OR PERFORMANCE

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

5000 6/21/2012 - 6/20/2013 6000 6/21/2012 - 6/20/2013

CLIN - DELIVERIES OR PERFORMANCE

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

5000 6/21/2012 - 6/20/2013 6000 6/21/2012 - 6/20/2013

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative Mr. Brian Laird (717) 605-4641 brian.laird@navy.mil

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 throughWide Area Work Flow -- Receipt and Acceptance (WAWF):
- (1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site https://www.eb.mil. Vendor training is available on the Internet at http://www.wawftraining.com. 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.acquisition.navy.mil/navyaos/content/view/full/3521

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

Multiple attachments are allowed.

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

| | Routing Table | Contracting Officer Notes |
|---|------------------|---|
| WAWF Invoice Type | 2-IN-1 | Select 2-in-1 for FFP Services Only. |
| | | Select Combo for Supplies, or Supplies AND FFP Services. |
| | | Select Cost Voucher for all Cost Type Contracts. |
| | | If none of the above applies, please call 1-877-251-9293. |
| Contract Number | N00178-04-D-4020 | -(Enter Contract Number) |
| Delivery Order Number | EX03 | -(Enter DO Number) |
| Issuing Office DODAAC | N00189 | -(Enter DODAAC of the activity issuing the contract.) |
| Admin Office DODAAC | S2404A | -(Enter Contract Admin Office DODAAC) |
| Inspector DODAAC (usually only used when Inspector & Acceptor are different people) | | -(Enter Inspector DODAAC (plus extension if applicable, or leave blank) |

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| Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1),Service Approver DODAAC (Cost Voucher) | N00023 | -(Enter DODAAC (plus extension if applicable) |
|---|----------------------|--|
| Acceptance At Other | | -(Enter Other Acceptance Address if different from above (plus extension if applicable)) |
| Local Processing Office (Certifier) | | -(Enter LPO DODAAC (Local Admin) (plus extension if applicable) or leave blank |
| DCAA Office DODAAC (Used on Cost Voucher's only) | | -(Enter DCAA Office DODAAC when Applicable) - Check on DCAA website: www.dcaa.mil/ |
| Paying Office DODAAC | HQ0338 | -(Enter Paying Office DODAAC Located on Contract) |
| Acceptor/COR Email Address | brian.laird@navy.mil | -(Enter the Acceptor Email address for this Contract if applicable) |

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

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

| Name | Email | Phone | Role |
|-------------|----------------------|----------------|--------------|
| BRIAN LAIRD | brian.laird@navy.mil | (717) 605-4641 | ACCEPTOR/COR |
| | | | |

COMMUNICATIONS

- (a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.
- (b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

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

Mr. Kenneth Bullock

NAVSUP Fleet Logistics Center

700 Robbins Ave., Bldg. 2B

Philadelphia, PA. 19111-5083

TEL: (215) 697-9640

THE GOVERNMENT POC FOR THIS ORDER IS MR. CHARLES HOYES. MR. HOYES MAY BE CONTACTED BY:

TELEPHONE AT 717-605-2024, FAX AT 717-605-4956, OR EMAIL AT CHARLES.HOYES@NAVY.MIL.

** WAWF Table will be completed at time of award.

Accounting Data

6000

1300277614

SLINID PR Number Amount -----130277614 5000 LLA : AA 97X4930 NC1H 251 91001 0 050120 2F 000000 A00001246946 Standard Number: N5006112PR00061 1300277614 150000.00 LLA : AA 97X4930 NC1H 251 91001 0 050120 2F 000000 A00001246946 Standard Number: N5006112PR00061 BASE Funding 202458.28 Cumulative Funding 202458.28 MOD 01 5000 130277614 48711.26 LLA : AA 97X4930 NC1H 251 91001 0 050120 2F 000000 A00001246946 Standard Number: N5006112PR00061 1300277614 6000 (48711.26) AA 97X4930 NC1H 251 91001 0 050120 2F 000000 A00001246946 Standard Number: N5006112PR00061 MOD 01 Funding 0.00 Cumulative Funding 202458.28 MOD 02 5000 130277614 89928.48 AA 97X4930 NC1H 251 91001 0 050120 2F 000000 A00001246946 Standard Number: N5006112PR00061

(89928.48)

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LLA :

AA 97X4930 NC1H 251 91001 0 050120 2F 000000 A00001246946

Standard Number: N5006112PR00061

MOD 02 Funding 0.00 Cumulative Funding 202458.28

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SECTION H SPECIAL CONTRACT REQUIREMENTS

REQUIRED STANDARD OF WORKMANSHIP

Unless otherwise specifically provided in this task order, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

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SECTION I CONTRACT CLAUSES

252.201-7000 Contracting Officer's Representative.

As prescribed in 201.602-70, use the following clause:

CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

- (a) *Definition*. "Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.
- (b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports.

As prescribed in 232.7004, use the following clause:

ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

- (a) Definitions. As used in this clause—
- (1) "Contract financing payment" and "invoice payment" have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) "Electronic form" means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
- (3) "Payment request" means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that

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WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at https://wwwf.eb.mil/.

- (c) The Contractor may submit a payment request and receiving report using other than WAWF only when—
- (1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;
 - (2) DoD is unable to receive a payment request or provide acceptance in electronic form;
- (3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or
- (4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).
- (d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.
- (e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payment requests.

(End of clause)

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SECTION J LIST OF ATTACHMENTS