

# ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4020		2. DELIVERY ORDER NO. N6247317F3000		3. EFFECTIVE DATE 2017 Mar 20		4. PURCH REQUEST NO. N/A		5. PRIORITY Unrated		
6. ISSUED BY NAVFAC SOUTHWEST 1220 Pacific Highway, Building 127 San Diego CA 92132				7. ADMINISTERED BY NAVFAC SOUTHWEST 1220 Pacific Highway, Building 127 San Diego CA 92132		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)				
9. CONTRACTOR DELOITTE CONSULTING 1725 Duke Street Alexandria VA 22314-3456				10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED				
14. SHIP TO See Section D				15. PAYMENT WILL BE MADE BY DFAS Cleveland Anthony J. Celebrezze Federal Building, 1240 East 9th Street Cleveland OH 44199-2055		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.		
16. TYPE OF ORDER DELIVERY/ CALL <input checked="" type="checkbox"/> This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract. PURCHASE <input type="checkbox"/> Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
DELOITTE CONSULTING										
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:										
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule										
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule									
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA			25. TOTAL \$548,738.16		
					03/20/2017 CONTRACTING/ORDERING OFFICER			26. DIFFERENCES		
27a. QUANTITY IN COLUMN 20 HAS BEEN										
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:						
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
f. TELEPHONE					g. E-MAIL ADDRESS					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			31. PAYMENT PARTIAL		34. CHECK NUMBER		35. BILL OF LADING NO.	
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.

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## GENERAL INFORMATION

### Amendment 01

This is an Amendment to the Solicitation. The following changes are made to this Solicitation:

1. Section C: Statement of Work is corrected as follows:

**From:** Section 3.5 Work Element 5 - Four Additional Option Years

**To:** Section 3.4 Work Element 4 - Four Additional Option Years.

2. Section M:

M.4 Evaluation Factors, Factor 4 Past Performance. a. Solicitation Requirements is revised as follows:

**Add:** A completed CPARS Evaluation shall be submitted for every project that is submitted in Factor 2: Experience.

M.4 Evaluation Factors, Factor 4 Past Performance. a. Solicitation Requirements, paragraph 2, line 3, is revised:

**From:** "...Offeror includes in its proposal for Factor 1 Corporate Experience..."

**To:** "...Offeror includes in its proposal for Factor 2 Experience..."

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R425	Base Year (3/25/17 thru 3/25/18) - Includes all labor, equipment and travel in accordance with the PWS (Fund Type - OTHER)	1.0	LO	\$548,738.16	\$548,738.16
8001	R425	Option Year 1 (3/25/18 thru 3/25/19) - Includes all labor, equipment and travel in accordance with the PWS (Fund Type - OTHER)  Option	1.0	LO	\$533,793.73	\$533,793.73
8002	R425	Option Year 2 (3/25/19 thru 3/25/20) - Includes all labor, equipment and travel in accordance with the PWS (Fund Type - OTHER)  Option	1.0	LO	\$527,588.50	\$527,588.50
8003	R425	Option Year 3 (3/25/20 thru 3/25/21) - Includes all labor, equipment and travel in accordance with the PWS (Fund Type - OTHER)  Option	1.0	LO	\$533,466.41	\$533,466.41
8004	R425	Option Year 4 (3/25/21 thru 3/25/22) - Includes all labor, equipment and travel in accordance with the PWS (Fund Type - OTHER)  Option	1.0	LO	\$540,952.86	\$540,952.86

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **PERFORMANCE WORK STATEMENT ENVIRONMENTAL LIABILITIES FINANCIAL IMPROVEMENT PROGRAM SUPPORT FOR THE BASE REALIGNMENT AND CLOSURE PROGRAM MANAGEMENT OFFICE**

#### **NAVAL FACILITIES ENGINEERING COMMAND HEADQUARTERS SAN DIEGO, CALIFORNIA**

#### **SECTION 1 - GENERAL:**

The Department of the Navy's (DON's) Base Realignment and Closure Program Management Office (BRAC PMO) executes DON's base realignment and closure program. BRAC PMO's mission is to expeditiously and cost effectively provide all services necessary to realign, close, and dispose of DON property. This includes ensuring all remedial actions necessary to protect human health and the environment are performed prior to the disposal of DON property.

BRAC PMO has overall responsibility for effective and efficient implementation of DON's BRAC Realignment and Closure decisions. The BRAC program has high visibility; metrics are established annually, and performance is reviewed monthly in Command execution briefings. Information is frequently provided to higher echelons. The BRAC PMO is the DON's integrated program management office for all BRAC related efforts, including program oversight of base realignment, management of environmental cleanup activities, and executing property disposal of Navy and Marine Corps bases closed by the Base Realignment and Closure process. The BRAC PMO consists of a Support Office and Regional Offices (BRAC PMO West and BRAC PMO East) located across the United States.

BRAC PMO is committed to fiscal accountability, the implementation of efficient and sustainable standard business processes, and improvement. Business process improvement is designed to ensure resources are used effectively and efficiently, thereby improving operational success in a resource constrained environment. Business process improvement is inextricably linked to internal control management and financial management. These management philosophies are critically important during times of change as organizations deal with shifting environments and evolving demands.

#### **SECTION 2 – BACKGROUND AND OBJECTIVES:**

BRAC PMO has created a Financial Improvement Program (FIP) for the Environmental Restoration Program to support environmental business processes and effectively manage internal controls in order to meet the Office of the Secretary of Defense's (OSD) Financial Improvement and Audit Readiness (FIAR) Guidance and the DON's audit-readiness requirements for Environmental Liabilities (EL) assertion. Tasks in support of achieving and maintaining EL audit-readiness include, but are not limited to: evaluating "as-is" EL business processes and internal control activities, developing solutions for enhancing control activities, and supporting the implementation of corrective actions (developing the desired "to-be" audit-ready state). BRAC PMO must continue to develop and monitor EL financial processes and internal controls to ensure accurate DON Note 12 financial reporting for 39 naval bases and 3 Marine Corps bases with 210 environmental cleanup sites.

BRAC PMO requires Contractor support to plan and execute internal control testing, process improvement, and financial management standardization activities to ensure EL audit-readiness in accordance with OSD and DON policies and guidance. The Contractor shall ensure that quality service is provided and that methods for improving the EL audit-readiness process are employed for the life of the contract. The Contractor shall identify potential problem areas and recommend action for improvements. An executable strategy coupled with continuous program monitoring will enable BRAC PMO to accomplish its EL audit-readiness objectives and assist BRAC PMO during EL audits.

BRAC PMO's objectives are:  
Effective EL Business Process Improvement Program Management

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Supportable Environmental Cost Estimates and EL Financial Statements  
Improved EL Standard Business Processes  
Sustaining EL Audit-Readiness and Assertion  
Training for BRAC PMO Staff

Continuous and sustainable financial improvement will require the implementation of an informed and executable EL FIP strategy complimented by a trusted partnership with Contractor personnel. Full-time Contractor personnel supporting this PWS are required to perform the work at the BRAC PMO Support office located at the Washington Navy Yard in Washington D.C. The duration of work under this contract shall be twelve (12) months starting 26 March 2017 through 25 March 2018, with 4 Option Years.

### **SECTION 3 – WORK ELEMENTS:**

The performance work statement (PWS) is outlined below. The BRAC PMO Support office will administer and manage this contract. This PWS details required support for EL audit-readiness, and is divided into the following work elements:

- Work Element 1 – Program Management
- Work Element 2 – Financial Management
- Work Element 3 – Resource Management

#### **3.1 Work Element 1 - Program Management**

BRAC PMO requires effective EL business process improvement program management. To enable project success, BRAC PMO requires Contractor support to continue the implementation of the EL FIP strategy (that aligns with BRAC PMO objectives) and an appropriate communication plan to ensure compliance. The Deliverable Due Date for each of the sub-tasks below is provided in section 9.0. The three business process improvement program management sub-tasks in support of this effort include:

##### **Sub-task 1 - Contract Kickoff Meeting**

Initiate, coordinate, and facilitate a kickoff meeting (either in person or by teleconference) to be held within 14 days after contract award between the contractor key personnel and BRAC PMO. Provide an agenda and other material required to support the meeting. The focus of the meeting should be to review the work element requirements and discuss performance, schedule expectations, and confirm communication protocols. The contractor will provide meeting minutes 5 days after the meeting.

##### **Sub-task 2 - Monthly Status Report Meetings**

Initiate, coordinate, and facilitate monthly progress report meetings (either in person or by teleconference) to be held each month between the contractor key personnel and BRAC PMO. Provide a monthly status report, via PowerPoint or equivalent meeting materials at least two days before the meeting, detailing work completed during the reporting period, anticipated activities and deliverables for the next reporting period, and any lessons learned, risks, outstanding issues, and recommendations.

##### **Sub-task 3 - Plan of Action and Milestones (POA&M) and Weekly Updates**

Prepare and present a POA&M for each of the work elements to include the sub-tasks and deliverables in this PWS. The POA&M will present project milestones and anticipated completion dates to enable the successful completion of the work elements and deliverables required in this PWS. The initial POA&M is due no later than 30 days after contract award and will be updated quarterly throughout the duration of the contract. Every Friday, via email, provide a weekly update tracking sheet to the Contracting Officer's Representative (COR) of work completed and the next weeks work plan for each of the PWS work elements and sub-tasks.

#### **3.2 Work Element 2 – EL Financial Improvement Program Management**

BRAC PMO requires continued internal control testing of our EL business processes to ensure supportable EL cost estimates and audit-able financial statements. Additional contractor FIP support is required for EL data calls, EL audits, and to report BRAC EL on the DON Note 12 financial statement. The Deliverable Due Date for each of the sub-tasks below is provided in section 9.0. The following sub-tasks are necessary to support this effort:

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### **Sub-task 1 - Annual NORM Submission Assessment**

Normalization of Data (NORM) is NAVFAC's Environmental Restoration Program management and budgeting database. Perform an internal audit review, annually, after each NORM EL budget submission (completed 30 June each year) to verify the BRAC Environmental Restoration Program cost to complete (CTC) and identify missing environmental cost estimate support documentation for each EL site in NORM. Determine the availability of documentation in NORM to support the existence of each NORM site and ensure there is a cost estimate for each environmental work requirement. Review the cost estimate support documentation for completeness and auditability. Ensure environmental work requirements are properly closed-out and supported in NORM. Results of each annual review including findings, deficiencies, recommendations, and an assessment of each NORM site for compliance with the NORM submission guidance shall be documented in a detailed report to BRAC PMO management.

### **Sub-task 2 - RPM NORM Deficiency Correction Support**

Based on the findings of the annual NORM review assessment report in Sub-task 1 above, the Contractor will contact and assist the BRAC PMO Remedial Project Mangers (RPMs) with correcting the deficiencies including development of EL cost estimates and support documentation, and ensuring all recommendations in the assessment report have been completed.

### **Sub-task 3 – DON Note 12 EL Financial Reporting Support**

Provide financial support each quarter for the DON Note 12 EL Financial report to ensure accurate and timely submission. Using the BRAC Note 12 reporting tool, determine the Unliquidated Obligation (ULO) balance from the Standard Accounting and Reporting System – Field Level (STARS-FL) and the Facilities Information System (FIS) financial data along with the NORM CTC to calculate the BRAC EL amount that needs to be reported for that quarter. STARS-FL, FIS, and NORM are existing DON/NAVFAC software applications that are not off-the-shelf. Assist BRAC PMO with ensuring the Note 12 reporting tool used by BRAC is modified accordingly if new financial systems data needs to be added to the Note 12 report. Update as needed the BRAC DON Note 12 Submission Desktop Guide.

### **Sub-task 4 - Data Calls, Additional Financial Reporting, and Audits**

As needed, provide financial support for DON Financial Management Office (FMO) data calls and any additional EL financial data calls or reporting requests from DON, DoD or Congress. Assist BRAC PMO with EL audits including, but not limited to, providing EL financial data, briefing/meeting material, drafting Corrections Actions Plans (CAPs), implementing the CAPs, attending meetings/workgroups, and coordinating/corresponding with auditors. To fulfill these data calls, reporting, or audit requirements, the Contractor needs to be able to acquire the information or data from NAVFAC data base systems including, but not necessarily limited to NORM, NIRIS, and BRACMIS.

### **Sub-task 5 - Audit-Ready Internal Testing and Validation Package Assertion**

Per the BRAC EL FIP strategy, conduct internal testing of identified EL business processes control points, document and maintain a complete assertion of each of the control points tested in the BRAC EL Audit-Ready Validation Package/Process Cycle Memorandum (Val Pak/PCM). Create the test plans, report the test results/findings, draft the CAPs, and implement the CAPs as needed. As DoD and DON FIAR guidance evolves, recommend and support the implementation of best practices to enhance the EL auditability and efficiency of BRAC's standardized EL financial reporting processes. Provide semi-annual updates to the BRAC EL Val Pak/PCM and BRAC EL FIP Sustainment Guide to incorporate any changes to the BRAC EL FIP. Internal control testing will be an ongoing support task throughout the duration of the contract. Assist BRAC PMO with the DON assertion process to ensure BRAC audit readiness by 30 September 2017.

## **3.3 Work Element 3 - Resource Management**

BRAC PMO requires business process standardization and improvement across all environmental work streams, along with corresponding training support. The Deliverable Due Date for each of the sub-tasks below is provided in section 9.0. The following sub-tasks are required to support this effort:

### **Sub-task 1 - Annual NORM Program Guidance**

Update the annual NORM EL budget submission guidance including all enclosures. Include any new requirements the RPMs need to complete for the submission. Update the supplemental NORM guidance material including the PowerPoint guidance presentation to incorporate changes made to the guidance and the PowerPoint toolbox

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presentation to add or delete toolboxes. Be available via telephone during the two month NORM update submission period to answer RPM's questions or assist with EL documentation. Participate, via teleconference, in the two day NORM Program Review to record and provide an action items list of each base's NORM budget submit update, which is based on the annual NORM guidance.

### **Sub-task 2 - RPM On-Site NORM Support**

Once the annual NORM budget submission guidance has been distributed and the update submission period has begun, attend, via teleconference, the BRAC PMO 1.5 hour NORM RPM refresher training (given in April). In May each year, during the annual NORM submission period, provide 3 full-days of on-site, one-on-one NORM training, NORM EL site deep dive audit review, and EL cost estimating support to RPMs at each BRAC PMO regional offices (Philadelphia, Charleston, and San Diego) and NAVFAC NW (Silverdale, WA). Provide 1 full day of on-site support to BRAC RPMs at NAVFAC Washington at the Washington Navy Yard. Provide training material to recommend cost estimation process improvements to the RPMs during the on-site training/support to expedite data submissions and to enhance the EL audit-trail. Travel to/from each BRAC office will be Monday and Friday as to give 3 full-days of support to the RPMs Tuesday through Thursday. Due to the NORM submit schedule timeframe, the Contractor will need to provide support concurrently to travel during the same week to Charleston and Philadelphia and the following week concurrent travel to San Diego and Silverdale. Performance under this Sub-task requires travel by Contractor personnel to the regional BRAC offices, including NAVFAC NW, as described above. Provide a breakdown of travel costs to each of the BRAC PMO offices and NAVFAC NW required to complete this Sub-task. The Contractor is responsible for making all needed arrangements for their personnel. 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 [<https://www.gpo.gov/fdsys/pkg/CFR-2010-title48-vol1/pdf/CFR-2010-title48-vol1-sec31-205-46.pdf>].

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. 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 [<http://www.defensetravel.dod.mil/Docs/perdiem/JTR.pdf>]. Travel performed for personal convenience and daily travel to and from work at the Washington Navy Yard or contractor's facility will not be reimbursed.

### **3.4 Work Element 4 – Four Additional Option Years**

Provide a separate cost proposal for each of the Work Elements and Sub-tasks above for four (4) additional option years. Specify the specific option year the cost proposal is supporting.

#### **SECTION 4 – APPLICABLE DIRECTIVES:**

**4.1 Government Furnished Information** - Government Furnished Information (GFI) is for the Contractor's exclusive use during the period of performance of the Contract. These typically will include documents produced or owned by the Government including systems documentation, system manuals, operation procedures, standards, specification or guidelines governing the development of deliverables, manuals and related user training materials. Specific project documentation shall be used as provided, or updated during the period of performance. Unless specified otherwise, GFI will be furnished throughout the performance of the contract.

**4.2 Government Furnished Property** - None

**4.3 General Reference Documents** –

OSD FIAR Guidance 2016 - [http://comptroller.defense.gov/Portals/45/documents/fiar/FIAR\\_Guidance.pdf](http://comptroller.defense.gov/Portals/45/documents/fiar/FIAR_Guidance.pdf)

DON STARS-FL General Info - <https://www.gpo.gov/fdsys/pkg/GAOREPORTS-AIMD-96-99/pdf/GAOREPORTS-AIMD-96-99.pdf>

- [NAVFAC NIRIS Database General Information - https://www.navfac.navy.mil/navfac\\_worldwide/specialty\\_centers/exwc/products\\_and\\_services/ev/erb/niris.html](https://www.navfac.navy.mil/navfac_worldwide/specialty_centers/exwc/products_and_services/ev/erb/niris.html)

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[As needed.](#)

## **SECTION 5 – NOTES AND GUIDANCE:**

**Privacy Act** - Work on this project may require that personnel have access to Privacy Information. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations.

**Non-Personal Service Statement** - Contractor employees performing services under this contract will be controlled, directed, and supervised at all times by management personnel of the contractor. Contractor management will ensure that employees properly comply with the performance work standards outlined in the statement of work. Contractor employees will perform their duties independently, and without the supervision of any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the FAR. The Government will perform the inspection and acceptance of the completed work.

**Security Requirement** - The Contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this contract. All contractor personnel performing work under this contract must be able to obtain and maintain a Government issued Common Access Card (CAC). The Contractor personnel must have a current favorable National Agency Check with Law and Credit (NACLC) or National Agency Check Inquiry (NACI) prior to hire. Personnel assigned to this contract will not require a secret or top secret security clearance; however, access to business sensitive information, Government facilities, networks and systems will be required. The contractor will have a written nondisclosure agreement with each employee performing work under this contract to protect BRAC data and system information. A visit request must be submitted to the NAVFAC HQ Security office via Joint Personnel Adjudication System (JPAS) for each Contractor personnel requiring access to the Washington Navy Yard.

In accordance with SECNAV M-5510.30 Chapters 5 and 6, all Contractor personnel that require access to DON information systems and/or work on-site are required to have an open investigation or favorable adjudicated National Agency Check (NAC). All Contractor personnel must complete basic background investigation paperwork (SF-85P - [https://www.opm.gov/forms/pdf\\_fill/SF85P.pdf](https://www.opm.gov/forms/pdf_fill/SF85P.pdf)) or have a favorably adjudicated investigation already on file in the Joint Personnel Adjudication System (JPAS), clearance database. An open investigation or favorable adjudication is required prior to issuance of a CAC card providing access to DON systems and networks. If an unfavorable adjudication is determined all access will be terminated.

Ref: SECNAV M-5510.30 [<http://www.secnav.navy.mil/dusnp/Security/Personnel/Documents/SECNAV%20M-5510.30%20-%20Complete%20Manual.pdf>]

### **Controlled Unclassified Information (Includes For Official Use Only Information):**

Contractor may be required to handle Controlled Unclassified Information (CUI). There are numerous types of CUI, documents with limited distribution statements, documents marked as For Official Use Only (FOUO), etc. The minimum level of protection for all CUI is adherence to FOUO protection standards. Distribution Statements (DS) and warning labels identify additional protection requirements for a given document. Minimum FOUO protection requirements/controls applicable to the performance of this contract for CUI are listed below. Additional protection requirements, as marked on a given CUI document, are in addition to the standards listed.

Ref: DoD Information Security Program (Regulation 5200.1-R) [<http://www.dtic.mil/whs/directives/corres/pdf/520001p.pdf>] and DON Information Security Program Manual (SECNAV M-5510.36) [[https://acc.dau.mil/adl/en-US/377835/file/51104/ref%20v\\_SNM5510.36\\_Navy%20Info%20Security%20Prgm.pdf](https://acc.dau.mil/adl/en-US/377835/file/51104/ref%20v_SNM5510.36_Navy%20Info%20Security%20Prgm.pdf)]

Handling/Storage: Access to FOUO is limited to those needing it to conduct official business for the DoD and DON. FOUO information is not classified information, but requires extra precautions to ensure it is not released to the public. During business hours, reasonable steps shall be taken to minimize risk of access by unauthorized personnel. After business hours, FOUO information shall be stored in unlocked containers, desks, or cabinets if Government or Government-contracted building security is provided. If it is not, store in locked desks, file cabinets,



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bookcases, locked rooms, or similar items.

Transporting/Transmitting/Release/Destruction: FOUO information shall be transported in a manner that prevents disclosure of the contents. FOUO information may be sent via USPS first-class mail, parcel post, or – for bulk shipments – 4th class mail. Electronic transmission of FOUO information (voice, data, or facsimile) shall be by approved secure communications systems. Transmission via unsecure fax is acceptable if an authorized person is standing by on the receiving end to take custody. All emails containing FOUO or attachments with FOUO must be digitally signed if being transmitted within DON networks, and digitally signed and encrypted if being transmitted outside a DON network to an approved contractor email address. Transmission of FOUO (i.e. any CUI) to personal email accounts (e.g. AOL, Yahoo, Hotmail, Comcast, etc.) is strictly prohibited. FOUO sent out of the contractor's facility electronically must be encrypted (DoD FIPS 140-2 standard [<http://csrc.nist.gov/groups/STM/cmvp/standards.html#02>]). FOUO material shall not be released outside the contractor's facility except to representatives of DoD. When no longer needed, destroy FOUO by a method that precludes its disclosure to unauthorized individuals.

Markings: Unclassified documents (paper or electronic) generated in support of this contract which contain FOUO are to be marked "For Official Use Only" at the bottom on the outside of the front cover (if any), on each page containing FOUO information, and on the outside of the back cover (if any). Each paragraph containing FOUO information shall be marked as such. Within a classified document, an individual page with both FOUO and classified information shall be marked at the top and bottom with the highest security classification of information appearing on the page. Individual paragraphs shall be marked at the appropriate classification level, as well as unclassified or FOUO, as appropriate. Within a classified document, an individual page that contains FOUO information but no classified information shall be marked "For Official Use Only" at the top and bottom of the page, as well as each paragraph that contains FOUO information. Other records, such as photographs, films, tapes, or slides, shall be marked "For Official Use Only" or "FOUO" in a manner that ensures that a recipient or viewer is aware of the status of the information therein. DS on technical documents identify access restrictions. DS "B" through "X" preclude public release and while not marked as FOUO, are subject to all FOUO protection requirements, including the prohibition on unencrypted transmission over the public Internet.

## **SECTION 6 - SPECIAL CONDITIONS**

All requirements of the Contract, in addition to those specifically mentioned in this PWS, remain in full effect, and performance under this contract shall be in accordance therewith.

The contractor shall obtain approval from the COR prior to obtaining Government records in accordance with all applicable laws and regulations. The Government may provide a representative to act in an advisory capacity to prevent unauthorized disclosure of classified information.

Public Affairs - The Contractor shall not disclose any data resulting from actions in this contract to the news media or public. The contractor shall refer all press or public contacts to the BRAC Public Affairs Officer and shall notify the COR of its actions. The contractor may not distribute reports or data to any source, unless specifically authorized by the COR in accordance with BRAC PMO instruction.

Any oral directives, instructions, explanations, commitments, and/or acceptances given by any Government employee to the contractor or his personnel, shall not be construed by the contractor as a change in scope to this contract. Any change in scope of work must be issued to the contractor, in writing, by the Contracting Officer to be binding on the parties.

The contractor shall provide copies of all written correspondence to the COR.

Forward all deliverables to the COR, unless otherwise directed.

The contractor shall coordinate with COR the acceptance of contractual deliverables.

The Contractor is responsible for providing additional hardware and software for its personnel to conduct the development and maintenance activities described herein.

## **SECTION 7 - INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (SUP 5252.232-9402 April 2008)**

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

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

(b) WAWF Vendor "Quick Reference" Guides are located at the following web site: <https://www.dfas.mil/dam/jcr...2b69.../WAWFVendorGettingStartedGuide2011.pdf>

(c) 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.

7.2 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 (7.4) 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.

7.3 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
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

**SECTION 8 – POINTS OF CONTACT**

**EL FIP COR:**

[REDACTED]

**Contracting Officer (KO):**

[REDACTED]

**Contract Specialist (CS):**

## SECTION 9 - DELIVERABLE SCHEDULE MATRIX

A distribution list will be provided after contract award.

Item No.	Deliverable	SOW Reference Paragraph(s)	Copies to BRAC PMO via	Due Date
1	Contract Kickoff Meeting Materials	Section 3.1 Sub-task 1	MS PowerPoint doc attached to Email	Two days before Kickoff Meeting
2	Contract Kickoff Meeting Minutes	Section 3.1 Sub-task 1	Draft MS Word doc attached to Email for review and final .pdf file attached to Email	Draft MS Word doc one week after contract kickoff meeting and final .pdf one week after receiving comments
3	Monthly Status Reports	Section 3.1 Sub-task 2	MS PowerPoint doc attached to Email	Two days before the monthly status teleconference
4	Weekly Status Updates	Section 3.1 Sub-task 3	MS PowerPoint doc attached to Email	Every Friday
5	Plan of Action and Milestones (POA&M)	Section 3.1 Sub-task 3	Microsoft Office file attached to Email	30 days after the contract kickoff meeting and qrtly updates
6	NORM Annual Review Assessment Report	Section 3.2 Sub-task 1	.pdf file attached to Email	45 days after snapshot database is available
7	RPM Deficiency Correction Support	Section 3.2 Sub-task 2	Notification via email when task complete	30 days after submission of the NORM Assmt Report
8	Quarterly BRAC Note 12 Workbook Updates and EL Reporting	Section 3.2 Sub-task 3	MS Excel spreadsheet via email	7 days after close of quarter
9	Audit-Ready Validation Package Assertion and Updates to the Validation Package/PCM	Section 3.2 Sub-task 5	MS Word doc via email & 3 hard copies to COR	30 September and 25 March
10	Annual NORM Program Guidance, Enclosures, and Supplemental PowerPoint materials	Section 3.3 Sub-task 1	Microsoft Office files attached to Email	Draft Due 5 March Final Due 25 March
11	List of Action Items from NORM Program Review 2-day Mtg	Section 3.3 Sub-task 1	Microsoft Office file attached to Email	1 day after meetings
12	On-Site RPM NORM Trng/EL Support Materials	Section 3.3 Sub-task 2	Microsoft Office files attached to Email	2 weeks before On-Site May training/support

## SECTION 10 – PERFORMANCE STANDARDS AND ASSESSMENT

**Performance Standards:** This PWS and Quality Assurance Surveillance Plan (QASP) establish standards, acceptable quality levels, methods of surveillance, and incentives for each major service area of this PWS. The QASP is a plan that is provided under separate cover as a basis for the COR to evaluate the quality of the

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contractor's performance; the QASP is a living document that is not incorporated as part of the contract in order to afford the COR the flexibility to revise the surveillance methods as necessary to assure that quality levels reach and maintain the acceptable levels throughout the contract term (i.e., adjustments in surveillance methods do not require a modification to the contract). The contractor shall satisfy the performance objectives and standards included in this PWS and Performance Requirements Summary (PRS) matrix at the end of this section.

The PRS documents in a summary table the desired outcomes, performance objectives, performance standards, and acceptable quality levels (AQLs) that have been developed for the proposed contract action. The PRS matrix is the baseline for the PWS and QASP. The PRS matrix captures the salient elements of the requirement. The actual PWS and QASP elaborate on and describe the requirements in greater detail. The following table provides the PRS matrix. The Government has provided mandatory performance standards and associated incentives/remedies in the PRS matrix.

**Performance Assessment:** Incentives encourage performance that will exceed performance standards. Remedies address how to manage contractor performance that does not meet performance standards. Incentives and remedies associated with mandatory performance objectives are included in the table below. Offerors shall not alter the provided Incentives/Remedies and shall not propose any additional Incentives/Remedies (even if additional objectives/tasks are proposed). Note: the Government reserves the right to exercise remedies for any and all performance that does not meet performance standards in accordance with pertinent clauses in the contract and to assess the quality of any and all performance using the Contractor Performance Assessment Reporting System (CPARS) or other appropriate performance rating and recording system.

The Government shall implement the following incentives to motivate the contractor to provide superior service and implement remedies when necessary:

CPARS – The Navy will evaluate contractor performance using the CPARS database or other appropriate performance rating and recording system.

Payment - Payments will be made to the contractor upon 1) verification that the corresponding performance standards and AQLs have been satisfactorily achieved, and 2) verification of tasks/deliverables have been met satisfactory by the Government, and 3) submission of a properly prepared invoice.

### Performance Requirements Summary Matrix

Performance Objective / Task	Performance Standard	Acceptable Quality Level (AQL)	Assessment Method	Incentive / Remedy
Section 3.1 Subtask 1 - Initiate, coordinate, and facilitate a kickoff meeting; provide agenda and meeting materials; and meeting minutes	Government acceptance of products with no re-submittal required due to inadequate content or poor quality. Government criteria include timeliness, completeness, and usability.	100% Government acceptance	Navy approval by reviewing contractor meeting materials and meeting minutes	Payment - Lump sum payable after completion of sub-task
Section 3.1 Subtask 2 - Initiate, coordinate, and facilitate monthly progress report meetings; provide monthly progress reports	Government acceptance of products with no re-submittal required due to inadequate content or poor quality. Government criteria include timeliness, completeness, and usability.	100% Government acceptance	Navy approval by reviewing contractor meeting materials	Payment – Equal monthly payment as a percentage of completion of sub-task
Section 3.1 Subtask 3 – Weekly Status Updates	Government acceptance of products with no re-submittal required due to inadequate content or poor quality. Government criteria include timeliness,	95% Government acceptance	Navy approval by reviewing contractor Wkly Status Reports	Payment – Equal monthly payment as a percentage of completion of sub-task

<b>Performance Objective / Task</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level (AQL)</b>	<b>Assessment Method</b>	<b>Incentive / Remedy</b>
	completeness, and usability.			
Section 3.1 Subtask 3 –Plan of Action and Milestones (POA&M)	Government acceptance of products with no re-submittal required due to inadequate content or poor quality. Government criteria include timeliness, completeness, and usability.	95% Government acceptance	Navy approval by reviewing contractor POA&M	Payment – Quarterly payment as a percentage of completion of sub-task
Section 3.2 Subtask 1 - Annual NORM budget submission assessment and report	Government acceptance of products with no re-submittal required due to inadequate content or poor quality. Government criteria include timeliness, completeness, and usability.	95% Government acceptance	Navy approval by reviewing contractor NORM assessment report	CPARS / Payment - Monthly payment as a percentage complete during the performance of the annual NORM assessment and report
Section 3.2 Subtask 2 - RPM cost estm support documentation; assist RPMs to correct deficiencies; ensure all recommendations have been completed	Government acceptance of product with no re-submittal required due to inadequate content or poor quality. Government criteria include timeliness, completeness, and usability.	95% Government acceptance	RPM Feedback	Payment - Monthly payment as a percentage complete during the performance of assisting RPMs to correct deficiencies
Section 3.2 Subtask 3 - Note 12 financial report support	Government acceptance of data with no re-submittal required due to inadequate content or poor quality. Government criteria include timeliness, completeness, and usability.	100% Government acceptance	Navy approval by reviewing contractor Note 12 data and report	Payment - Lump sum payment quarterly after completion of each quarterly report
Section 3.2 Subtask 4 – DoD/DON Data calls, audits, and additional EL financial reporting	Government acceptance of data with no re-submittal required due to inadequate content or poor quality. Government criteria include timeliness, completeness, and usability.	100% Government acceptance	Navy approval by reviewing contractor data or report	Payment - Equal monthly payment for support for data calls, audits, and financial reports
Section 3.2 Subtask 5 – Internal Testing of business processes control points	Government acceptance of training quality and materials with no re-submittal required due to inadequate content or poor quality. Government criteria include timeliness, completeness, and usability.	100% based Government acceptance	Review of test plans and final test result reports	CPARS /Payment - Equal monthly payment for continuous internal control testing
Section 3.2 Subtask 5 - Semi-annual audit-ready Val Pak/PCM and EL FIP Sustainment Guide Updates	Government acceptance of training quality and materials with no re-submittal required due to inadequate content or poor quality. Government	100% based Government acceptance	Review completed assertion checklists and report	CPARS /Payment - Semi-annual payment after completion of each semi-annual Val Pak/PCM & Guide

<b>Performance Objective / Task</b>	<b>Performance Standard</b>	<b>Acceptable Quality Level (AQL)</b>	<b>Assessment Method</b>	<b>Incentive / Remedy</b>
	criteria include timeliness, completeness, and usability.			update
Section 3.3 Subtask 1 - Update Annual NORM guidance, enclosures, and supplemental material; assist RPMs as needed during submission period; and attend NORM program review of each base	Government acceptance of training quality and materials with no re-submittal required due to inadequate content or poor quality. Government criteria include timeliness, completeness, and usability.	95% based Government acceptance	Review semi-annual NORM guidance, enclosures, and supplemental material  RPM Feedback	CPARS / Payment - Monthly payment as a percentage complete during performance of each annual NORM guidance, enclosures, and supplemental material update
Section 3.3 sub-task 2 - Provide annual On-Site NORM RPM training support services and training materials	Government acceptance of training quality and materials with no re-submittal required due to inadequate content or poor quality. Government criteria include timeliness, completeness, and usability.	95% based Government acceptance	RPM Feedback	CPARS/ Payment - Lump-sum payment in the month annual on-site RPM training is complete

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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**

### **E.1 Inspection and Acceptance (Destination)**

Inspection and Acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative (COR).

### **E.2 Acceptance**

The performance and quality of work delivered by the contractor, including services rendered and by documentation or written material compiled shall be subject to inspection, review, and acceptance by the government.

### **E.3 Government Quality Assurance**

In accordance with FAR 52.246-4 "INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)" clause, paragraph (c), each phase of the services rendered under this contract is subject to government inspection during both the contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor.

### **E.4 Performance Evaluation Meetings**

The Contractor shall meet with the Government at times designated by the Government and at no cost to the government to discuss overall management of the contract. A mutual effort shall be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state in writing to the Contracting Officer any areas of disagreement within 15 calendar days.



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## SECTION F DELIVERABLES OR PERFORMANCE

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

8000 3/25/2017 - 3/25/2018

### CLIN - DELIVERIES OR PERFORMANCE

The Period of Performance (POP) for the following items are as follows:

8000 Base Period 3/25/2017 - 3/24/2018

8001 Option Year 1 3/25/2018 - 3/24/2019

8002 Option Year 2 3/25/2019 - 3/24/2020

8003 Option Year 3 3/25/2020 - 3/24/2021

8004 Option Year 4 3/25/2021 - 3/24/2022

**SECTION G CONTRACT ADMINISTRATION DATA**

<b>Contracting Officer Representative (COR)</b>	<b>Contracting Officer (KO)</b>
[REDACTED]	[REDACTED]
<b>Contract Specialist (CS)</b>	<b>NAVFAC SW Ombudsman POC</b>
[REDACTED]	[REDACTED]

**INVOICING**

The Contractor shall invoice no more than once monthly. Invoices must include, as a minimum, the following information for each individual:

- a. Contract number
- b. Contractor name and point of contact
- c. Invoice number and date
- d. Time Period Covered
- e. Total value of contract through modification
- f. Percentage of performance complete
- g. Value of completed performance
- h. Total of prior payments
- i. Amount of this invoice
- j. Productive Direct Labor Hours for the current billing period and cumulative to date
- k. Labor Category(s)
- l. Hourly Rate
- m. Any Travel or Other Direct Costs (ODCs) incurred (including supporting documentation/receipts for all charges) for the current billing period and cumulative to date All payment requests must be initially submitted to the COR as a draft request (email). Once the COR approves the draft submission, the payment request will be submitted electronically through WAWF to BRAC PMO.

“Payment request” means any request for contract financing payment or invoice payment by a contractor. To constitute a proper invoice, the payment request must conform to the requirements identified in FAR 32.905(b), “Payment Documentation and Process” and FAR 52.232-25, “Prompt Payment (OCT 2003)”. To ensure the timely processing of invoices BRAC PMO uses an automated “workflow” process to route invoices for review, approvals and payment; as required by the “Prompt Payment Act.” Supporting documentation as indicated above shall be attached to the invoice in the form of an Adobe PDF file. There is a 4MB limitation on file size for these attachments.

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252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization. Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c)

**WAWF access.** To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the Central Contractor Registration at

<https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

-----  
Navy Construction/Facilities Management Invoice

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Issue by and admin DoDAAC is N62473/RO6B2

Pay Official DoDAAC is N68732

-----  
(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

-----  
Field Name in WAWF Data to be entered in WAWF  
-----

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Pay Official DoDAAC: N68732

Issue By DoDAAC: N62473/RO6B2

Admin DoDAAC: N62473/RO6B2

Inspect By DoDAAC: N62473/RO6B2

Ship To Code: N/A

Ship From Code: N/A

Mark For Code: N/A

Service Approver (DoDAAC): N62473/RO6B2

Service Acceptor (DoDAAC): N62473/RO6B2

Accept at Other DoDAAC: N/A

LPO DoDAAC: N62473/RO6B2

DCAA Auditor DoDAAC: N/A

Other DoDAAC(s): N/A

-----

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

-----

NAVFAC\_SW\_RO6B2\_inspector@navy.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Not Applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(2) *Line item specific: sequential ACRN order.* If there is more than one ACRN within a contract line item (i.e., informational subline items contain separate ACRNs), and the contracting officer intends funds to be liquidated in ACRN order, insert the following:

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

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(End of clause)

(3) *Line item specific: contracting officer specified ACRN order.* If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in a specified ACRN order, insert the following, including the specified order in the instruction:

Accounting Data

SLINID	PR Number	Amount
8000		548738.16
-----		
LLA :		
AA 97 XXXX0516 K7PG 0251 47692 H 068892 2D CH7408 476927X27PGQ		
Standard Number: N4769217RCH7408		
OA 407859, FU 1348916, WRK PKG 150254, AUTH# 151695		

BASE Funding 548738.16  
Cumulative Funding 548738.16

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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## **SECTION I CONTRACT CLAUSES**

### CLAUSES INCORPORATED BY REFERENCE

52.202-1 Definitions NOV 2013

52.203-3 Gratuities APR 1984

52.203-5 Covenant Against Contingent Fees MAY 2014

52.203-7 Anti-Kickback Procedures MAY 2014

52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity MAY 2014

52.203-10 Price Or Fee Adjustment For Illegal Or Improper Activity MAY 2014

52.203-12 Limitation On Payments To Influence Certain Federal Transactions OCT 2010

52.204-4 Printed or Copied Double-Sided on Postconsumer Fiber Content Paper MAY 2011

52.204-7 System for Award Management JUL 2013

52.204-9 Personal Identity Verification of Contractor Personnel JAN 2011

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards OCT 2015

52.204-13 System for Award Management Maintenance JUL 2013

52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment OCT 2015

52.215-2 Audit and Records--Negotiation OCT 2010

52.215-8 Order of Precedence--Uniform Contract Format OCT 1997

52.215-10 Price Reduction for Defective Certified Cost or Pricing Data AUG 2011

52.215-12 Subcontractor Certified Cost or Pricing Data OCT 2010

52.215-15 Pension Adjustments and Asset Reversions OCT 2010

52.215-18 Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions JUL 2005

52.215-19 Notification of Ownership Changes OCT 1997

52.215-20 Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data OCT 2010

52.217-5 Evaluation of Options JUL 1990

52.219-14 Limitations On Subcontracting NOV 2011

52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns JUNE 2003

52.219-18 ALT I APR 2005

52.219-18 ALT II DEC 1996

52.219-28 Post-Award Small Business Program Rerepresentation JUL 2013

52.222-1 Notice To The Government Of Labor Disputes FEB 1997

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52.222-3 Convict Labor JUN 2003

52.222-4 Contract Work Hours and Safety Standards- Overtime Compensation MAY 2014

52.222-21 Prohibition Of Segregated Facilities APR 2015

52.222-26 Equal Opportunity APR 2015

52.222-35 Equal Opportunity for Veterans OCT 2015

52.222-36 Equal Opportunity for Workers with Disabilities JUL 2014

52.222-37 Employment Reports on Veterans FEB 2016

52.222-41 Service Contract Labor Standards MAY 2014

52.222-42 Statement Of Equivalent Rates For Federal Hires MAY 2014

52.222-50 Combating Trafficking in Persons MAR 2015

52.222-54 Employment Eligibility Verification OCT 2015

52.223-5 Pollution Prevention and Right-to-Know Information MAY 2011

52.223-6 Drug-Free Workplace MAY 2001

52.223-10 Waste Reduction Program MAY 2011

52.223-17 Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts MAY 2008

52.223-18 Encouraging Contractor Policies To Ban Text Messaging While Driving AUG 2011

52.225-13 Restrictions on Certain Foreign Purchases JUN 2008

52.227-1 Authorization and Consent DEC 2007

52.227-2 Notice And Assistance Regarding Patent And Copyright Infringement DEC 2007

52.229-3 Federal, State And Local Taxes FEB 2013

52.230-2 Cost Accounting Standards OCT 2015

52.232-1 Payments APR 1984

52.232-8 Discounts For Prompt Payment FEB 2002

52.232-11 Extras APR 1984

52.232-17 Interest MAY 2014

52.232-23 Assignment Of Claims MAY 2014

52.232-25 Prompt Payment JUL 2013

52.232-39 Unenforceability of Unauthorized Obligations JUN 2013

52.233-1 Disputes MAY 2014

52.233-3 Protest After Award AUG 1996

52.233-4 Applicable Law for Breach of Contract Claim OCT 2004

52.237-1 Site Visit APR 1984



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52.237-2 Protection Of Government Buildings, Equipment, And Vegetation APR 1984

52.237-3 Continuity of Services JAN 1991

52.242-13 Bankruptcy JUL 1995

52.243-1 Alt III Changes--Fixed Price (Aug 1987) - Alternate III APR 1984

52.243-6 Change Order Accounting APR 1984

52.244-5 Competition In Subcontracting DEC 1996

52.244-6 Subcontracts for Commercial Items FEB 2016

52.249-1 Termination For Convenience Of The Government (Fixed Price) (Short Form) APR 1984

52.249-4 Termination For Convenience Of The Government (Services) (Short Form) APR 1984

52.249-8 Default (Fixed-Price Supply & Service) APR 1984

52.252-4 Alterations in Contract APR 1984

52.252-6 Authorized Deviations In Clauses APR 1984

52.253-1 Computer Generated Forms JAN 1991

252.201-7000 Contracting Officer's Representative DEC 1991

252.203-7000 Requirements Relating to Compensation of Former DoD Officials SEP 2011

252.203-7001 Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies DEC 2008

252.203-7002 Requirement to Inform Employees of Whistleblower Rights SEP 2013

252.203-7005 Representation Relating to Compensation of Former DoD Officials NOV 2011

252.204-7003 Control Of Government Personnel Work Product APR 1992

252.209-7004 Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism OCT 2015

252.223-7004 Drug Free Work Force SEP 1988

252.223-7006 Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials SEP 2014

252.225-7012 Preference For Certain Domestic Commodities FEB 2013

252.225-7031 Secondary Arab Boycott Of Israel JUN 2005

252.227-7000 Non-estoppel OCT 1966

252.231-7000 Supplemental Cost Principles DEC 1991

252.232-7000 Advanced Payment Pool DEC 1991

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports JUN 2012

252.232-7010 Levies on Contract Payments DEC 2006

252.243-7001 Pricing Of Contract Modifications DEC 1991

252.243-7002 Requests for Equitable Adjustment DEC 2012

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252.247-7023 Transportation of Supplies by Sea APR 2014

5252.237-9301 Substitutions of Key Personnel JUN 1994

CLAUSES INCORPORATED BY FULL TEXT

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term “EFT” refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that

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the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor.

EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

#### 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

#### 252.219-7010 Notification of Competition Limited to Eligible 8(a) Concerns—Partnership Agreement

As prescribed in (2), use the following clause:

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#### 252.219-7011 NOTIFICATION TO DELAY PERFORMANCE (JUN 1998)

The Contractor shall not begin performance under this purchase order until 2 working days have passed from the date of its receipt. Unless the Contractor receives notification from the Small Business Administration that it is ineligible for this 8(a) award, or otherwise receives instructions from the Contracting Officer, performance under this purchase order may begin on the third working day following receipt of the purchase order. If a determination of ineligibility is issued within the 2-day period, the purchase order shall be considered canceled.

(End of clause)

#### 5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

(End of clause)

#### 5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(End of clause)

#### 5252.232-9000 Submission Of Invoices (Fixed Price) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the solicitation/ contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

a separate invoice for each activity designated to receive the supplies or services. a consolidated invoice covering all shipments delivered under an individual order. either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the

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designated payment office.

(End of clause)

#### 5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

(1) The Contracting Officers Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

(2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

(3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

(End of clause)

#### 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

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## **SECTION J LIST OF ATTACHMENTS**

SCA Wage Determination

Past Performance Questionnaire (PPQ)