

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

1. CONTRACT NO. N00178-08-D-5562				2. DELIVERY ORDER NO. MUT3		3. EFFECTIVE DATE 2011 Sep 28		4. PURCH REQUEST NO. M0008811RCFS012		5. PRIORITY Unrated		
6. ISSUED BY RCO Quantico 3250 Catlin Ave Quantico VA 22134-5001			CODE M00264	7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342				CODE S2404A	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>			
9. CONTRACTOR R&K Engineering, Inc 1700 Blue Hills Drive, Suite B Roanoke VA 24012			CODE ICA19	FACILITY	10. DELIVER TO FOB POINT BY <i>(Date)</i> See Schedule			11. X IF BUSINESS IS	X SMALL			
					12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW				SMALL DISADVANTAGED			
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G				WOMEN-OWNED			
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264				CODE HQ0338	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.			
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.									
PURCHASE			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.									
R&K Engineering, Inc			James Askew			Vice President						
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				
				BY: /s/Jerri Newton				09/28/2011		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			
						PARTIAL	32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR			
f. TELEPHONE			g. E-MAIL ADDRESS			FINAL						
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT COMPLETE			34. CHECK NUMBER			
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL			35. BILL OF LADING NO.			
						FULL						
37. RECEIVED AT		38. RECEIVED BY <i>(Print)</i>		39. DATE RECEIVED		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

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## **GENERAL INFORMATION**

This Task Order award incorporates R&K's proposal dated 22 September 2011.

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Labor (O&MN,N)	1.0	LO		
4001	Labor (O&MN,N) Option	1.0	LO		
4002	Labor (O&MN,N) Option	1.0	LO		

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	Travel in accordance with the Joint Travel Regulation (O&MN,N)	1.0	LO
6001	Other Direct Costs (O&MN,N)	1.0	LO
6002	Travel in Accordance with the Joint Travel Regulations (O&MN,N) Option	1.0	LO
6003	Other Direct Costs (O&MN,N) Option	1.0	LO
6004	Travel In Accordance with the Joint Travel Regulations (O&MN,N) Option	1.0	LO
6005	Other Direct Costs (O&MN,N) Option	1.0	LO

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA)(DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the

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contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT FOR REAL PROPERTY AUDIT PREPARATION AND SUPPORT

#### 1.0 INTRODUCTION

**1.1 Mission.** Headquarters, Marine Corps (HQMC) provides overarching real property accountability support, policy, and guidance to its Commands and Installations worldwide.

#### 1.2 Background.

The Marine Corps, along with the other DoD Services and Agencies, is required to prepare for and be examined on a financial audit for real property in accordance with applicable directives. To support this audit HQMC requires technical expertise to:

- Prepare implementing audit guidance that meets CFOA and FMR requirements as supplemented by the DoD and the DoN
- Perform an validation of the guidance and/or an audit one or more installations
- Adjust the final guidance based on the findings for the formal audit at the test installation(s).
- Support audit preparation at all Marine Corps commands and installations.
- Prepare facility valuation following the alternate valuation methodology approved by DoD.
- Research, locate, and/or prepare supporting documentation

**1.3 Scope:** The following management assertions concerning real property and supporting financial statements will be included in this scope of work:

- Existence or Occurrence
- Completeness
- Valuation or Allocation
- Rights and Obligations
- Presentation and Disclosure

The phases and key tasks can be applied uniformly regardless of the size, materiality or scope of an assessable unit, are as follows:

- Evaluation and Discovery
- Corrective Action
- Evaluation
- Assertion
- Sustainment
- Validation

#### 2.0 TECHNICAL REQUIREMENTS

##### 2.1 Overview

The scope of work includes varied tasks to be accomplished in the base year and four option years according to the following milestones:

- **Base Year:** Establish acceptable audit documentation and test that documentation at one Marine Corps installation.
- **Option Years One and Two:** Conduct real property and/or audit reviews at all Marine Corps sites/installations to determine and assist in audit readiness. Provide support to DoN internal audit efforts. The primary effort will support readiness for existence and completeness assertions with optional tasks for readiness for assertions for valuation, rights and obligations, and presentation and disclosure.
- **Option Years Three and Four:** Provide follow-on support and reviews at all Marine Corps

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sites/installations during the conduct of the official audit.

## **2.2 Tasks.**

### **2.2.1 Audit Documentation Development, Evaluation, and Validation**

**(Base Year)**

**2.2.1.1 Development of the Real Property Audit Documentation.** The contractor shall support the preparation, staffing, and finalization of a Marine Corps Real Property Audit documentation using the audit guidelines as determined at the initiation of this phase. Documentation will include, but not limited to, internal controls and processes, audit preparation guidance, plans, and schedules for audit preparation and reviews. Final documentation must meet all guidelines as established by HQMC, Financial Improvements and Audit Readiness (FIAR), and the DoD Audit Agencies. This documentation will constitute the finalization of the Marine Corps evaluation and discovery phase and address known process deficiencies as part of the corrective action phase.

**2.2.1.2 Evaluation and Validation of the Audit Documentation.** The contractor will validate the Marine Corps Real Property Audit Documentation by field testing its concepts and guidance at one medium Marine Corps site. Findings and observations developed from this field test will be briefed to the HQMC staff along with recommendations as to adjustments the documentation. Upon HQMC approval, final documentation and guidance will be developed for publication to field commands.

### **2.2.2 Real Property Survey and Assessment (Option Years One and Two)**

**2.2.2.1 Overview.** Tasks to be performed during these years will consist of continued evaluation, discovery, corrective action and sustainment to support the assertions for existence and completeness. The optional tasks will address the assertions for valuation, rights and obligations, and presentation and disclosure.

**2.2.2.2 Installation Surveys.** The contractor shall provide Installation Surveys for the Real Property baseline. These surveys will provide validation of key Real Property Inventory (RPI) data elements that will be utilized to update the existing iNFADS Real Property records. The baseline effort shall require the contractor to identify and address all facilities for which the Marine Corps has a financial reporting responsibility. The contractor shall identify and record all assets requiring identification and reporting in accordance with DoD and DoN guidance, directives, regulations, and federal statutes.

During these years, the contractor will conduct on site surveys at various sites around the world where the Marine Corps has financial reporting responsibility for real property. The contractor will recommend a site visitation schedule based on financial reporting responsibility contained in the real property inventory and other known situations. The contractor will coordinate with the COR to establish which sites will be visited during each contract year.

Data collected for each real property asset will be in accordance with DOD guidance, as required to correct gaps and inconsistencies in the real property inventory. At a minimum, the data elements, included in the attachment will be collected, verified, and/or corrected.

**2.2.2.3 Chief Financial Officer's Act (CFOA) Document Research.** To assist in audit readiness, the contractor will conduct onsite source documentation research at each installation visited as a part of the installation surveys. The onsite research for this task will involve review of all available hardcopy and electronic real property files maintained by the installations. Pertinent documents will be scanned into a PDF format and electronic files will be created for each real property item. The contractor shall upload the scanned documents in a record management module and catalogued per an agreed structure or as directed by the COTR or

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the CO, and/or the designated Government representative. Documents can include, but are not limited, to those required to support the Existence and Completeness assertions as adjusted by the requirements of the Marine Corps baseline assessment.

**2.2.2.4 Corrective Action and Analysis.** The Contractor shall use the results from the Installation RPI surveys to determine where gaps exist in the documentation to validate the existence of the real property baseline. A plan of action, based on OSD acceptable practices, shall be developed for each site surveyed to fill in the missing data.

When documentation is not readily available for a real property asset on site, the contractor will perform due diligence to contact and investigate other potential sources which may include the supporting construction agent, previous hosts, and HQMC (LFF/LFL) records. If initial investigation does not reveal the absent documentation, the contractor will develop the minimum required documentation using inventory/survey adjustments, alternate valuations, original construction drawings, related documented similar assets, or other approved methodology

**2.2.2.5 RPI Data Upload.** At the conclusion of each survey, the contractor will prepare all required real property inventory changes for the installation/site RPAO's approval. Upon approval, the changes will be made in the real property inventory system (INFADS).

**2.2.2.6 Support Government Audit at Marine Corps Site(s).** Once the tasks above are accomplished at several installations, the contractor will accompany a formal Government Audit Team to a test site to assist the RPAO in conduct of the test or validation audit. The Government Audit Team will be arranged for by the COR with the intent to validate the final audit documentation and review processes with a qualified Audit Team. Any findings and observations will be reviewed and approved by the Audit Team and HQMC and incorporated into revised Marine Corps Audit documentation.

**2.2.2.7 Real Property Support and Maintenance.** The contractor shall provide onsite and remote technical and functional support to HQMC and all field commands in both corrective and sustainment actions to ensure continued audit readiness. The contractor shall ensure that all real property inventories is properly sustained by performing periodic checks as well as follow up training sessions to ensure qualified personnel perform proper actions. Onsite support to Marine Corps locations worldwide may be required on an as-needed basis. The contractor shall provide support to the Real Property Officers (RPOs) and the Real Property Accountable Officer (RPAO) in the performance of their functions. Contractor shall monitor the processing and completion of corrective actions required by installation personnel.

**2.2.2.8 Training Support.** The contractor shall develop, as needed, training programs for the Marine Corps. Training shall cover functional real property processes, management principles, OSD requirements, real property inventory and financial transaction guidance, and other topic areas as required. The objective is to ensure adherence to Marine Corps and DoD real property policies, financial regulations, and procedures as part of the sustainment phase. Training may be provided via classroom, remote/distance learning, and/or WEBEX conferences.

**2.2.3 In Progress Reviews (IPRs) (Base Year and All Option Years).** The contractor shall conduct quarterly IPRs at HQMC to review progress accomplished to date, identify issues (if any), and propose solutions as required.

**2.2.4 Optional Tasks to Remaining Assertions (Tasks could be performed in Option Years One, Two, Three and/or Four)**

### **3.0 DELIVERABLES**

**3.1 Audit Documentation.** The contractor shall deliver draft audit documentation for Marine

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Corps review and comment NLT six months from notice to proceed (NTP). After a 30 day Government review, the contractor shall incorporate all comments and feedback into a final document with 30 days after completion of Government review.

**3.1.1 Evaluation and Validation of the Audit Documentation**

- The contractor shall evaluate and validate the approved audit documentation at one Marine Corps Site and report on findings NLT 100 days of audit documentation final approval.
- The contractor shall perform a validation of audit guidance at a test site NLT 330 days from NTP.

**3.1.2 Real Property Survey and Assessment for Existence and Completeness**

- The Contractor will provide a proposed schedule for sites to be visited during this phase within 15 days of option year commencement.
- The contractor shall accompany a formal Audit Team to the test Site and assist the Site RPAO in the conduction of an actual audit NLT 330 days from NTP.
- At the conclusion of every site visit, the contractor shall submit a full report of the findings and associated data i.e. RP assets, deficiencies, documentation, etc. along with an open action item list.
- The contractor shall maintain all the reports and document prior to the visit, the changes recommended following the visit, and the results of the visit. The list will be maintained and updated as long as an open item still exists.
- The contractor will perform all required changes to the real property inventory within 60 days of approval by the Government.

**3.1.3 Training Support.**

- The contractor will deliver Audit Preparatory Training in a format suitable for use in a Distance Learning environment. This training will be validated during the initial installation surveys and adjusted as need based on future findings.
- The contractor will provide training topics in electronic format and attendance sheets for all classroom/on-site training
- The contractor will provide topics and conference highlights as well as attendance for all training related conference call and WEBEX presentations

**3.1.6 Real Property Survey and Assessment Valuation, Rights and Obligations, and Presentation and Disclosure**

- At the conclusion of every site visit, the contractor shall submit a full report of the findings and associated data i.e. RP assets, deficiencies, documentation, etc. along with an open action item list.
- The contractor shall maintain all the reports and document prior to the visit, the changes recommended following the visit, and the results of the visit. The list will be maintained and updated as long as an open item still exists.
- The contractor will perform all required changes to the real property inventory within 60 days of approval by the Government.

**4.0 PERFORMANCE SUMMARY REQUIREMENT**

The Quality Assurance Surveillance Plan (QASP) provides a quality assurance surveillance strategy for monitoring the professional services for the Marine Corps IGI&S program. The QASP establishes the performance standards, method of surveillance, and incentives for each major area of the PBSOW. It provides the Quality Assurance Evaluator (QAE) and the Contracting Officer Representative (COR) a systematic approach for conducting contract surveillance to insure the standards of the contract are met. The Contractor shall satisfy all performance standards within the acceptable quality levels in the QASP and is incorporated as part of the contract.

The performance standards for this PBSOW are stated in the Performance Requirements Summary (PRS) below.

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Performance Characteristic	Target Standard	Measurement
<p><b>Quality of Work Performed:</b> Use of resources to provide acceptable or better results through the following:</p> <ul style="list-style-type: none"> <li>• Technical accuracy, thoroughness of analysis / findings; and</li> <li>• Appropriateness of resources (people, computers, money, time) applied to achieve results.</li> </ul>	<p>&lt; 5% rejection rate of <u>all</u> formal deliverables submitted under the performance provisions of the contract; and</p> <p>&lt;10% rejection rate of draft and first time submissions.</p>	<p>- 100% inspection</p> <p>- Reconciled monthly by COR and tracked as a 3-mo. moving average.</p> <p><u>Consequence of Non-compliance</u></p> <p>- Options not exercised</p> <p>- Negative CPARs entry</p> <p>- Contractor Consideration</p>
<p><b>Responsiveness:</b> Effective use of prime and subcontractor resources to meet ongoing (conventional) and discrete work requirements emerging at the Division levels, including:</p> <ul style="list-style-type: none"> <li>• Providing effective responses to requirements / reallocations of labor within the WBS;</li> <li>• Effective balancing of resources to accomplish work requirements without sacrificing priorities, or creating unstable performance; and</li> <li>• Using suitable benchmarking to establish staff allocations and work packages within the WBS.</li> </ul>	<p>Response provided to COR within 48-hrs., strategy provided to COR &lt;72-hrs. from notification, including:</p> <ul style="list-style-type: none"> <li>- WBS review;</li> <li>- Approach agreement;</li> <li>- Deliverables; and</li> <li>- Availability of staff.</li> </ul>	<p>- Periodic assessment by the COR as to the thoroughness of the response;</p> <p>- Reconciled monthly by COR and tracked as a 3-mo. moving average.</p> <p><u>Consequence of Non-compliance</u></p> <p>- Options not exercised</p> <p>- Negative CPARs entry</p> <p>- Contractor Consideration</p>
<p><b>Planning:</b> Includes the effective use of the WBS as a principal management tool, assignment of staff to work priorities and tasks therein delineated, and effectively managed across both contract and Division levels, including:</p> <ul style="list-style-type: none"> <li>• Coordination with COR;</li> <li>• Thoroughness of resource assessments;</li> <li>• Effectiveness of labor usage; and</li> <li>• Effectiveness of benchmarking.</li> </ul>	<p>WBS stability and forecasted use of labor resources to meet quality standards without increasing current performance scope (e.g., change orders &lt;1%); and</p> <p>&lt;5% vacancy based upon scheduled departures (e.g., 30-days notice) for backfill of staff</p>	<p>- Number of change orders submitted to COR and PCO;</p> <p>- Reconciled monthly by COR and tracked as a 3-mo. moving average.</p> <p><u>Consequence of Non-compliance</u></p> <p>- Options not exercised</p> <p>- Negative CPARs entry</p> <p>- Contractor Consideration</p>
<p><b>Staffing:</b> Includes selection of qualified staff to meet requirements:</p>	<p>Staff stability maintained at 90% of target WBS</p>	<p>- Assessment by the COR</p>

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<ul style="list-style-type: none"> <li>• Adequacy of skills, experience of staff to meet program requirements across functional areas;</li> <li>• Use of team members, SubK staff to ensure most qualified capabilities are applied; and</li> <li>• Responsiveness and use of staff within the WBS framework for workload management.</li> </ul>	<p>allocation;</p> <p>New hires within 30-days of notification of vacancy; Subcontractor staffing pulls &lt;10-days from notification of vacancy; and</p> <p>&lt;14-days backfill for unscheduled staff departures.</p>	<p>- Reconciled monthly by COR and tracked as a 3-mo. moving average.</p> <p><u>Consequence of Non-compliance</u> – Extended periods of vacancy for staff, or consequential impacts to performance may warrant options not exercised / financial consideration / Negative CPARS entry / Termination</p>
<p><b>Management and Administration:</b></p> <p>Includes the following measures of performance and compliance:</p> <ul style="list-style-type: none"> <li>• Deliverables shall be complete, accurate, and prepared to a professional standard;</li> <li>• Quality of the Contractor's overall technical management strategy;</li> <li>• Ability to identify and preclude problems, or resolve issues; and</li> <li>• Effectiveness of their use corporate quality practices, resolution of invoice anomalies, WBS compliance, and effectiveness of their overall subcontract management.</li> </ul>	<p>Aggregation of subordinated areas assessed using progressively more objective criteria – ratings considered:</p> <p><u>Excellent</u> – Exceeded performance expectations and abated, or immediately mitigated known problems;</p> <p><u>Acceptable</u> – Met performance expectations and generally responded to problems in a satisfactory manner; and</p> <p><u>Unacceptable</u> – Areas of inconsistent performance, prolific problems remain unresolved, and two or more performance areas are noted as substandard.</p>	<p>- Assessment by the COR. Performance evaluation at TBD milestones;</p> <p>- Reconciled monthly by COR / CPM and tracked as a 3-mo. moving average.</p> <p><u>Consequence of Non-compliance</u> – Irresponsible management with consequential impacts to performance may warrant options not exercised / financial consideration / Negative CPARS entry / Termination</p>

## 5.0 PERSONNEL AND TECHNICAL QUALIFICATIONS

The scope of the technical and functional support contained in this SOW requires the contractor to have extensive recent experience in real property infrastructure and management policies, real property systems and/or applications, facilities surveying, condition assessment, modeling, and audit requirements. The contractor must be able to accomplish tasks given only broad guidance from the Contracting Officer Representative (COR) and/or Contracting Officer (CO).

**5.1 Key Personnel.** The Contractor must identify and provide resumes in the technical proposal for all key personnel who will be assigned to support this contract. In the event a substitution is required, the Contractor will provide a resume for the nominated individual, who will possess qualifications equivalent to the identified key person. Substitutions will be approved in writing by the COTR or the designated Government representative.

**5.2 Personnel Qualifications.** The Contractor shall provide the necessary personnel and expertise to augment the Marine Corps real property missions at HQMC and field activities to accomplish tasks as provided in this SOW. At a minimum:

- Contractor personnel assigned to this contract shall possess Subject Matter Expert (SME)-level qualifications appropriate to the specific tasks which they are assigned to perform.
- As relevant to each task, contractor personnel shall demonstrate expertise and experience working installation infrastructure, real property and facilities, and life cycle management.
- SMEs shall possess working knowledge in facility management and policies to assist/advise

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**HQMC during the planning and execution of CFOA Business and Implementation Plans; general support and technical analysis; field visits to Marine Corps locations; preparation of service support documentation and justifications; computation of decision savings; and general support and technical assistance in the preparation, maintenance and execution of their Project Plan of Action Milestones (POAM).**

- **SMEs and survey/evaluation personnel must be knowledgeable in procedures for management of all types of Marine Corps facilities. Facility evaluation personnel shall have experience in facility surveying and conducting facilities deficiency assessments for sustainment, restoration and modernization of facilities. Contractor personnel shall possess experience in MILCON project preparation, planning, design and construction.**
- **The contractor shall have recent experience in the development and training of the DoN Real Property Inventory System (iNFADS), the OSD Funding Models, as well as other DoN and Marine Corps real property management and programming processes and systems.**
- **Contractor project managers and key personnel shall possess the ability to develop and brief to senior management.**

**5.3 The descriptions of the labor categories are as follows:**

**5.3.1 Program Manager: Performs day-to-day management of overall contract support operations, possibly involving multiple groups of personnel at multiple locations. Organizes, directs, and coordinates planning and production of all contract support activities. Demonstrates written and oral communication skills. Establishes and alters (as necessary) corporate management structure to direct effective contract support activities.**

**5.3.2 Senior Real Property Financial Analyst: Serves as senior advisor or leader ensuring a group of financial analysts are working in concert to address complex financial business practices within the time frame specified by the client and that all the requirements are met. Assesses products and procedures for compliance with government standards, accounting principles, and multitiered system application standards. Has detail knowledge of real property accountability issues related to existence or occurrence, completeness, valuation or allocation, rights and obligations, and presentation and closure. Completes objectives independently within the negotiated budget.**

**5.3.3 Real Property Financial Survey Team Lead: Serves as team lead for on-site real property accountability surveys ensuring a group of financial analysts are working in concert to address complex financial business practices within the time frame specified by the client and that all the requirements are met. Provides the full range of financial functions for real property accountability. Identifies potential problems and recommended solutions through analysis. Works with functional specialists, to effectively evaluate and translate business requirements into sustainable processes and internal controls. Acts as a focal point for coordinating all disciplines in the recommended solution while adhering to the established accounting principles and practices. Completes objectives independently within the negotiated budget.**

**5.3.4 Real Property Financial Analyst: Provides the full range of financial functions for real property accountability. Defines established financial business practices for integration into the client's financial business system. Identifies potential problems and recommended solutions through analysis. Works with functional specialists, to effectively evaluate and translate business requirements into sustainable processes and internal controls. Acts as a focal point for coordinating all disciplines in the recommended solution while adhering to the established accounting principles and practices.**

**5.3.5 Junior Financial Analyst: Supports the conduct of business process analysis related to financial accountability. Assists in defining established financial business practices for integration into the client's financial business system and in identifying potential problems and recommended solutions through analysis.**

**5.3.6 Junior Analyst: Applies appropriate management analysis processes, modeling and simulation tools, and technical techniques to provide the services required. Employs process improvement and reengineering methodologies and principles to conducting process modernization projects.**

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**5.3.7 Admin Assistant:** Supports the project team using a variety of project management, communication & organizational skills. These functions may be entirely carried out to assist one other employee or may be for the benefit of more than one. Responsible for preparing documents, correspondence, and presentation materials for project team.

**6.0 GOVERNMENT FURNISHED AND CONTRACTOR ACQUIRED RESOURCES**

**6.1 Government Furnished Equipment and Supplies:** The Government will provide the following resources at HQMC and at all sites/installations: Temporary work space, telephone, and reproduction facilities to support the above tasks.

**6.2 Information, Data, and Access.** The Government will provide the following information:

- CAC/building access passes for Headquarters contractor support individuals and field teams.
- Access to iNFADS to include training manuals
- Access to GIS systems
- Previous installation level reviews, audit reports, and other pertinent studies
- Current DoD and DoN Audit and Financial Improvement and Audit Readiness guidance, plans, memorandums, decisions, etc
- Access to installation/site facilities and real property records and vouchers
- Government transportation to remote areas not accessible to commercial vehicles
- Access to personnel and records for the supporting Construction Agencies

The Contractor must specifically identify in the task proposal the type, amount, and time frames for any government resources that are required and not listed above.

**7.0 TRAVEL.** The Government will estimate the travel funding required to support this effort. The contractor will coordinate travel arrangements with the Contracting Officer's Representative (COR). All travel must be approved, in writing, by the COR prior to any travel taking place. Travel and travel reimbursements shall be conducted in accordance with the Joint Travel Regulations.

**8.0 OTHER DIRECT CHARGES.** The contractor will purchase commercial services and support such as printing and documentation preparation at a reimbursable cost basis when specifically directed and authorized by the COTR or the CO, and/or the designated Government representative.

**9.0 PERIOD OF SERVICE.** The performance period shall be for one base year from the date of contract award, with four one-year options thereafter.

**10.0 GUIDANCE AND OTHER INFORMATION.**

**10.1 Place of Performance:** Work will occur at the sites throughout the Marine Corps.

**10.2** The government will provide assistance to the personnel supporting this requirement in obtaining installation, site and workplace access during the period of support. All access documentation will be returned to the government at the completion of the support services. Compliance with all USMC communications regulations pertaining to access to e-mail and Internet activities is mandatory. Failure to comply with security requirements is grounds for termination.

The contractor(s) shall be required to wear a contractor identification badge at all times while on government property. Contractor shall submit a completed "Conflict of Interest and Non-Disclosure Statement" form for every employee working on the task and appropriate corporate officer on behalf of the corporation. The contractor will not release any information concerning the project to the public without written authorization from the Government.

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**10.3 Access to US military sites and installations is a privilege that may be granted, denied, or withdrawn by the Marine Corps. Denial or withdrawal may occur as a result of any type of misconduct or incident determined contrary to the best interest of the Marine Corps mission, security of a Marine Corps installation, protection of property, welfare of personnel and for any other infraction determined justifiable for denying access. The contractor shall comply with the following:**

**a. No employee or representative of the contractor will be admitted on Marine Corps site or installations unless they furnish satisfactory proof of United States citizenship or if an alien, that their residence and employment within the United States is legal.**

**b. All contractor employees must possess a valid picture identification card issued by a State or Federal agency. Prior to performance of any work on a Marine Corps installation, the contractor shall submit to the Government, a list of the names of all employees and subcontractors employees to include: full name, driver's license number and state licenses was issues, birth date, social security number and contact information (name, addresses and phone numbers) for use in the event of an emergency. If an employee does not hold a valid driver's license, the contractor may substitute the identification numbers from any other Federal and State Government approved identification. In addition, the contractor shall identify the names (s) of responsible supervisory person(s) authorized to act for the contractor for the duration of on-site work at a Marine Corps installation.**

**c. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. All personnel on-site must be fluent in speaking and writing the English language.**

**d. Contractor employees entering Marine Corps site or installations shall comply with all security requirements in effect during the contract periods and shall be subject to such checks as may be deemed necessary. The contractor should contact each installation prior to beginning work on-site to ensure the contractor understands and can comply with individual installation security requirements. However, at a minimum, contractor should conduct a background check of all employees required to perform work on a Marine Corps installation. Access will be denied to:**

- 1) Any individual who is illegally present in the United States.**
- 2) Any individual who is subject to an outstanding criminal warrant.**
- 3) Any individual whose employment questionnaire contains false or fraudulent Information.**

**10.4 Intellectual Property. The United States Government funds this task order. All intellectual property generated and/or delivered pursuant to this Statement of Work will be subject to appropriate federal acquisition regulations which entitle the Government to unlimited license rights in technical data and computer software developed exclusively with Government funds, a nonexclusive "paid-up" license to practice any patentable invention or discovery made during the performance of this task order, and a "paid-up" nonexclusive and irrevocable worldwide license to reproduce all works (including technical and scientific articles) produced during this task order.**

**10.6 All instructions, reports, studies, etc. developed during this project are the property of the Government, and may not be reused without the written permission of the Government. Likewise, presentation of this application to the general public is prohibited without written permission of the Government. Contractor personnel will be expected to sign a Non-Disclosure Form.**

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## **SECTION D PACKAGING AND MARKING**

Packaging and marking shall be in accordance with Section D of Seaport Multiple Award IDIQ contract.

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## **SECTION E INSPECTION AND ACCEPTANCE**

E-1.1 - The resulting task order shall designate a Task Order Manager (TOM) who shall perform inspections and final acceptance for the Government. In addition to the Contracting Officer, the TOM, to be identified in Section G, is the only person empowered to inspect and accept work under the resulting task order.

E-1.2 - Inspection and acceptance of all services shall be performed by the Government. Payment shall not be made under the resulting task order for services performed without formal acceptance by the TOM.

E-1.3 - All deliverables produced under the resulting task order shall meet applicable standards, quality acceptance criteria, and will be accepted or rejected, in writing, by the TOM within twenty (20) days of receipt unless a different period is specified in the task order.

E-1.4 - The TOM is accepting authority. Failure by the Government to give written notice within twenty (20) days will constitute acceptance by the Government. If rejected, the Government will list the task order deficiencies in a letter of rejection by the contractor.

E-1.5 - Task order deficiencies shall be corrected within a time period agreed upon between the TOM and the Contractor. The deliverable will not be considered as having been accepted until such task order deficiencies have been corrected. Deficiencies in deliverables shall be corrected at not additional cost to the Government. If a time cannot be mutually agreed upon between parties, the Contracting Officer reserves the right to unilaterally establish a date for delivery.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

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

4000	9/30/2011 - 9/29/2012
6000	9/30/2011 - 9/29/2012
6001	9/30/2011 - 9/29/2012

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

4001	9/30/2012 - 9/29/2013
4002	9/30/2013 - 9/29/2014
6002	9/30/2012 - 9/29/2013
6003	9/30/2012 - 9/29/2013
6004	9/30/2013 - 9/29/2014
6005	9/30/2013 - 9/29/2014

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## SECTION G CONTRACT ADMINISTRATION DATA

G17S COR APPOINTMENT (AUG 2005)

(a) Contracting Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Task Order Management Information: Roger Welborn (571) 256-2804 or email: [roger.d.welborn@usmc.mil](mailto:roger.d.welborn@usmc.mil)

### DdI-G-21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS

This Task Order shall be issued on a Cost-Plus-Fixed-Fee (Term) basis.

### LEVEL OF EFFORT

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract estimated 60,880 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours include in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimate that \_\_\_\_ man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 651 hours per week. It is understood an agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in estimated cost or fee together an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt or such written approval by the Contracting Officer. Any agreement to accelerate will b e formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of efforts specified in paragraph(a) above would be used prior to the expiration of the term. The order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion,, shall either (i) reduce the fee of this contract as follows:

Fee Reduction= Fee (Required LOE minus Expended LOE) divided by Required LOE)) or (ii) subject to the

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provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required. (End of Clause)

#### ALLOTMENT OF FUNDS

(a) This contract maybe incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (N/A), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) will be specified at contract award. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs will be specified at contract award. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
\$ N/A	\$ N/A	\$ N/A	\$ N/A

Base year for this contract has been fully funded.

(To be provided at the task order level)

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

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) "LIMITATION OF COST(FACILITIES)" (FAR 52.232-21), as applicable.

(End of Clause)

#### USMC WIDE AREA WORKFLOW IMPLEMENTATION (AUG 2006)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUEST (MAR 2007)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically.

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The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <https://wawf.eb.mil> site.

The USMC WAWF-RA point of contact (POC) for this contract is Ms. Lowe, Anita and can be reached at telephone number (703) 432-1668; email address [anita.lowe@usmc.mil](mailto:anita.lowe@usmc.mil) The contractor is directed to use the cost voucher format when processing invoices and receiving reports and services.

The contractor is directed to use the "cost voucher" format when processing invoices and receiving reports.

When entering the invoice into WAWF-RA, the contractor shall fill in the following DoDAAC fields or DoDAAC extensions:

The Contracting Office provides the following to assist the contractor with entering data in WAWF-RA, as follows:

Contract Number	<b>N00178-08-D-5562</b>
Delivery Order	<b>MUT3</b>
Cage Code/Ext	1CA19
Pay DoDAAC	<b>HQ0338</b>
Issue Date	<b>Refer to Block #31c on the SF 1449</b>
Issue By DoDAAC	<b>M00264</b>
Admin By DoDAAC	<b>S2404A</b>
Ship To Code/Ext	M00088
Ship From Code/Ext	(Normally leave Blank)
LPO DoDAAC	"Leave Blank"
Acceptor Email Address	<a href="mailto:roger.d.welborn@usmc.mil">roger.d.welborn@usmc.mil</a>
Inspect By DoDAAC/Ext	"Leave Blank"

In some situations the WAWF-RA system will pre-populate the "Issue By DoDAAC", "Admin By DoDAAC" and "Pay DoDAAC". Contractor shall verify those DoDAACs automatically entered by the WAWF-RA system match the above information. If these DoDAACs do not match, then the contractor shall correct the field(s) and notify the Contracting Officer of the discrepancy (ies). Step by step WAWF-RA invoicing procedures for "Combo," "2-in-1," and "Cost Voucher" are available at the USMC paperless site at <http://www.marcorsyscom.usmc.mil/sites/pa/> under "Vendor Interface" section. On the Vendor Interface page click on "WAWF-RA" header at the top of the page. Under downloads on the WAWF-RA page that appears, click the appropriate document either "Combo," "2-in-1," or "Cost Voucher" to download the instructions.

**NOTE TO CONTRACTOR:**

Before closing out of an invoice session in WAWF-RA, but after submitting the document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the acceptor's/receiver's email address (Note this address is their work email address not their WAWF-RA organizational email address) in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure the acceptor/receiver is aware that the invoice documents have been submitted into the WAWF-RA system.

NOTE: The POCs identified above are for WAWF-RA issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract to whom questions are to be addressed.

(End of clause)

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U3 –DD 250 RECEIVING REPORT SUBMISSION THROUGH WIDE AREA WORKFLOW - RECEIPT AND ACCEPTANCE (WAWF-RA)

NOTICE TO RECEIVERS/ACCEPTORS OF SUPPLIES AND/OR SERVICES:

It is the responsibility of the receiving activity to electronically submit to DFAS through WAWF-RA the DD-250, receipt/inspection and acceptance of supplies and/or services. Electronic submission shall be initiated no later than 7 days after receipt.

For further explanation refer to the following websites:

<https://wawf.eb.mil>

<http://www.marcorsyscom.usmc.mil/sies/pa/receipts.asp>

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Accounting Data
SLINID   PR Number                Amount
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4000     M0008811RCFS012
LLA :
AA 1711106BSM1 251 00027 067443 2D BSM1 08811RCFS012
Standard Number: M0008811RCFS012

6000     M0008811RCFS012
LLA :
AA 1711106BSM1 251 00027 067443 2D BSM1 08811RCFS012
Standard Number: M0008811RCFS012

6001     M0008811RCFS012
LLA :
AA 1711106BSM1 251 00027 067443 2D BSM1 08811RCFS012
Standard Number: M0008811RCFS012

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BASE Funding  
Cumulative Funding

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H-1 - Security, Travel, and Other Direct Costs (ODC)**

H-1.1 - Security. Access to Government buildings will be granted for support staff and network accounts established. All contractor staff shall abide by the rules of conduct for the installation and the organization that they are supporting. This includes adherence to personnel security (e.g. badges, Common Access Cards (CAC)), information security policies, and work area access. Any government property issued to contractor personnel shall be annotated via a custody receipt and returned at the conclusion of the individual's tenure, or the end of the period of performance of the resulting task order.

H-1.2 - Other Direct Costs (ODC). ODC's associated with the cost of business (e.g. cellular service, special computer applications, Blackberry's, etc.) must be identified in the proposal for consideration as an allowable cost. The government considers all such incidental items the responsibility of the contractor and discretionary use. The contractor is required to identify any, and all non-labor costs associated with the operation of their strategy. This includes clearly identifying non-labor service requirements, incidentals, or non-recurring charges, and related costs of the proposed operation. The government will not reimburse such charges "after the fact", nor accept a reduced standard of performance should the rejection of such charges compel the contractor to reduce their support operation. Travel and ODC's must be approved by the TOM.

### **H-2 KEY PERSONNEL SUBSTITUTION OF KEY PERSONNEL**

H-2.1 - The Contractor hereby agrees to assign to the contract those persons whose resumes were submitted with this proposal who are necessary to fill requirements of the contract. No substitutions shall be made except in accordance with this clause.

H-2.2 - The contractor agrees that during the first 120 days of the 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 TOM and provide information explaining the circumstances. After the initial performance period, all proposed substitutions must be submitted in writing, at least fifteen (15) days, prior to proposed substitution, and at least thirty (30) days if a security clearance is to be obtained. All proposed substitution requests must be submitted to the TOM for approval.

H-2.3 - All requests for substitutions shall provide a detailed explanation of the circumstances necessitating the proposed change, a complete resume for the proposed substitute, and any other information requested by the TOM, needed to approve or disapprove the proposed substitution. All proposed substitutes shall have qualifications that are equal to or higher than the qualifications of the person to be replaced. The TOM shall evaluate such requests and promptly notify the contractor of their approval/disapproval - without the TOM approval, substitutions cannot be made.

H-2.4 - Key personnel are understood to be those individuals for whom resumes are submitted as in the Technical proposal.

H-2.5 In case of unsatisfactory contractor performance, the contractor will take appropriate

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corrective action within ten (10) business days of formal notification to correct the problem as identified by the TOM. In the event that the problem remains unresolved in excess of ten (10) working days, the (KO) Contracting Officer will be notified by the TOM so that appropriate action is taken, to include employee removal from current contract if warranted. The Program Manager shall ensure that all Government owned property is returned to the TOM should a contractor employee be removed.

H-2.6 Key Personnel - The following positions have been identified as key personnel and are subject to the substitution requirements as stipulated in the contract:

Program Manager

Real Property Financial Reporting Validation team leads

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## SECTION I CONTRACT CLAUSES

### 52.209-9-UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS.

#### 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 ANYTIME WITHING THE PERIOD OF PERFORMANCE OF THE TASK PROVIDED THAT GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 30 DAYS BEFORE THE CONTRACT EXPIRES. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.

(B) IF THE GOVERNMENT EXERCISES THIS OPTION, THE EXTENDED CONTRACT SHALL BE CONSIDERED TO INCLUDE THIS OPTION CLAUSE.

(C) THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED 3 YEARS.

(END OF CLAUSE)

FAR 52.222-99 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEVIATION) (JUN 2010) - BY REFERENCE

DFAR 252.227-7020 RIGHTS IN SPECIAL WORKS (JUN 1995)

(A) APPLICABILITY. THIS CLAUSE APPLIES TO WORKS FIRST CREATED, GENERATED, OR PRODUCED AND REQUIRED TO BE DELIVERED UNDER THIS CONTRACT.

(B) DEFINITIONS. AS USED IN THIS CLAUSE:

(1) "COMPUTER DATA BASE" MEANS A COLLECTION OF DATA RECORDED IN A FORM CAPABLE OF BEING PROCESSED BY A COMPUTER. THE TERM DOES NOT INCLUDE COMPUTER SOFTWARE.

(2) "COMPUTER PROGRAM" MEANS A SET OF INSTRUCTIONS, RULES, OR ROUTINES RECORDED IN A FORM THAT IS CAPABLE OF CAUSING A COMPUTER TO PERFORM A SPECIFIC OPERATION OR SERIES OF OPERATIONS.

(3) "COMPUTER SOFTWARE" MEANS COMPUTER PROGRAMS, SOURCE CODE, SOURCE CODE LISTINGS, OBJECT CODE LISTINGS, DESIGN DETAILS, ALGORITHMS, PROCESSES, FLOW CHARTS, FORMULAE AND RELATED MATERIAL THAT WOULD ENABLE THE SOFTWARE TO BE REPRODUCED, RECREATED, OR RECOMPILED. COMPUTER SOFTWARE DOES NOT INCLUDE COMPUTER DATA BASES OR COMPUTER SOFTWARE DOCUMENTATION.

(4) "COMPUTER SOFTWARE DOCUMENTATION" MEANS OWNER'S MANUALS, USER'S MANUALS, INSTALLATION INSTRUCTIONS, OPERATING INSTRUCTIONS, AND OTHER SIMILAR ITEMS, REGARDLESS OF STORAGE MEDIUM, THAT EXPLAIN THE CAPABILITIES OF THE COMPUTER SOFTWARE OR PROVIDE INSTRUCTIONS FOR USING THE SOFTWARE.

(5) "UNLIMITED RIGHTS" MEANS THE RIGHTS TO USE, MODIFY, REPRODUCE, PERFORM, DISPLAY, RELEASE, OR DISCLOSE A WORK IN WHOLE OR IN PART, IN ANY MANNER, AND FOR ANY PURPOSE WHATSOEVER, AND TO HAVE OR AUTHORIZE OTHERS TO DO SO.

(6) THE TERM "WORKS" INCLUDES COMPUTER DATA BASES, COMPUTER SOFTWARE, OR COMPUTER SOFTWARE DOCUMENTATION; LITERARY, MUSICAL, CHOREOGRAPHIC, OR

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**DRAMATIC COMPOSITIONS; PANTOMIMES; PICTORIAL, GRAPHIC, OR SCULPTURAL COMPOSITIONS; MOTION PICTURES AND OTHER AUDIOVISUAL COMPOSITIONS; SOUND RECORDINGS IN ANY MEDIUM; OR, ITEMS OF SIMILAR NATURE.**

**(C) LICENSE RIGHTS.**

**(1) THE GOVERNMENT SHALL HAVE UNLIMITED RIGHTS IN WORKS FIRST PRODUCED, CREATED, OR GENERATED AND REQUIRED TO BE DELIVERED UNDER THIS CONTRACT.**

**(2) WHEN A WORK IS FIRST PRODUCED, CREATED, OR GENERATED UNDER THIS CONTRACT, AND SUCH WORK IS REQUIRED TO BE DELIVERED UNDER THIS CONTRACT, THE CONTRACTOR SHALL ASSIGN COPYRIGHT IN THOSE WORKS TO THE GOVERNMENT. THE CONTRACTOR, UNLESS DIRECTED TO THE CONTRARY BY THE CONTRACTING OFFICER, SHALL PLACE THE FOLLOWING NOTICE ON SUCH WORKS: "<COPYRIGHT> (YEAR DATE OF DELIVERY) UNITED STATES GOVERNMENT, AS REPRESENTED BY THE SECRETARY OF (DEPARTMENT). ALL RIGHTS RESERVED." FOR PHONORECORDS, THE "<COPYRIGHT>" MARKINGS SHALL BE REPLACED BY A "P".**

**(3) THE CONTRACTOR GRANTS TO THE GOVERNMENT A ROYALTY-FREE, WORLD-WIDE, NONEXCLUSIVE, IRREVOCABLE LICENSE TO REPRODUCE, PREPARE DERIVATIVE WORKS FROM, DISTRIBUTE, PERFORM, OR DISPLAY, AND TO HAVE OR AUTHORIZE OTHERS TO DO SO, THE CONTRACTOR'S COPYRIGHTED WORKS NOT FIRST PRODUCED, CREATED, OR GENERATED UNDER THIS CONTRACT THAT HAVE BEEN INCORPORATED INTO THE WORKS DELIVERABLE UNDER THIS CONTRACT.**

**(D) THIRD PARTY COPYRIGHTED DATA. THE CONTRACTOR SHALL NOT INCORPORATE, WITHOUT THE WRITTEN APPROVAL OF THE CONTRACTING OFFICER, ANY COPYRIGHTED WORKS IN THE WORKS TO BE DELIVERED UNDER THIS CONTRACT UNLESS THE CONTRACTOR IS THE COPYRIGHT OWNER OR HAS OBTAINED FOR THE GOVERNMENT THE LICENSE RIGHTS NECESSARY TO PERFECT A LICENSE OF THE SCOPE IDENTIFIED IN PARAGRAPH (C)(3) OF THIS CLAUSE AND, PRIOR TO DELIVERY OF SUCH WORKS--**

**(1) HAS AFFIXED TO THE TRANSMITTAL DOCUMENT A STATEMENT OF THE LICENSE RIGHTS OBTAINED; OR**

**(2) FOR COMPUTER SOFTWARE, HAS PROVIDED A STATEMENT OF THE LICENSE RIGHTS OBTAINED IN A FORM ACCEPTABLE TO THE CONTRACTING OFFICER.**

**(E) INDEMNIFICATION. THE CONTRACTOR SHALL INDEMNIFY AND SAVE AND HOLD HARMLESS THE GOVERNMENT, AND ITS OFFICERS, AGENTS AND EMPLOYEES ACTING FOR THE GOVERNMENT, AGAINST ANY LIABILITY, INCLUDING COSTS AND EXPENSES, (1) FOR VIOLATION OF PROPRIETARY RIGHTS, COPYRIGHTS, OR RIGHTS OF PRIVACY OR PUBLICITY, ARISING OUT OF THE CREATION, DELIVERY, USE, MODIFICATION, REPRODUCTION, RELEASE, PERFORMANCE, DISPLAY, OR DISCLOSURE OF ANY WORKS FURNISHED UNDER THIS CONTRACT, OR (2) BASED UPON ANY LIBELOUS OR OTHER UNLAWFUL MATTER CONTAINED IN SUCH WORKS.**

**(F) GOVERNMENT-FURNISHED INFORMATION. PARAGRAPHS (D) AND (E) OF THIS CLAUSE ARE NOT APPLICABLE TO INFORMATION FURNISHED TO THE CONTRACTOR BY THE GOVERNMENT AND INCORPORATED IN THE WORKS DELIVERED UNDER THIS CONTRACT.  
(END OF CLAUSE)**

**NOTE: ALL OTHER CLAUSES ARE INCORPORATED IN THIS SEAPORT TASK ORDER.**

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## **SECTION J LIST OF ATTACHMENTS**

Quality Assurance Surveillance Plan

DD Form 254 Real Property

Attachment4CostSummary

DCAA Rate Check

Attachment 3 Past Performance Questionnaire Real Property