

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
J

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2. AMENDMENT/MODIFICATION NO. 13	3. EFFECTIVE DATE 26-Jan-2016	4. REQUISITION/PURCHASE REQ. NO. M00085-16-RC-00009	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY RCO Quantico 3250 Catlin Ave Quantico VA 22134-5001	CODE M00264	7. ADMINISTERED BY (If other than Item 6) RCO Quantico 3250 Catlin Ave Quantico VA 22134-5001	CODE M00264

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Lockheed Martin Integrated Systems, Inc. 1408 Stephanie Way Chesapeake VA 23320	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4079-MUT2
CAGE CODE 4FZ81	FACILITY CODE
10B. DATED (SEE ITEM 13) 31-Jan-2011	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 52.217-8 Option to Extend Services
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED 26-Jan-2016		16C. DATE SIGNED 26-Jan-2016	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this bilateral modification is to invoke FAR Clause 52.217-8 Option to Extend Services and extend CLIN 5005AA via new CLIN 8001AQ and CLIN 5006AE via new CLIN 8002AR for a period of six (6) months beginning 1 Feb. 2016 to 31 July 2016.

Pricing was determined by utilizing the same pricing as the final option period for the new CLINs 8001AQ and 8002AR. .

A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$11,902,730.95 by \$997,196.70 to \$12,899,927.65.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8001	O&MN,N	0.00	903,618.96	903,618.96
8002	O&MN,N	0.00	93,577.74	93,577.74

The total value of the order is hereby increased from \$11,934,780.95 by \$997,196.70 to \$12,931,977.65.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8001	0.00	903,618.96	903,618.96
8002	0.00	93,577.74	93,577.74

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

CLIN/SLIN	From	To
8001		2/1/2016 - 7/31/2016
8002		2/1/2016 - 7/31/2016

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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
5001		Base Year Labor				\$1,632,167.00
5001AA	R499	To provide Labor (Base Year)in support of RFA in accordance with Section C. (O&MN,N)	■	■	■	■
5002		Option Year 1				\$1,674,277.00
5002AA	R499	To provide Labor (Option Year 1)in support of RFA in accordance with Section C. (O&MN,N)	■	■	■	■
5003		Option Year 2				\$1,717,473.00
5003AA	R499	To provide Labor (Option Year 2)in support of RFA in accordance with Section C. (O&MN,N)	■	■	■	■
5004		Option Year 3				\$1,761,784.00
5004AA	R499	To provide Labor (Option Year 3)in support of RFA in accordance with Section C. (O&MN,N)	■	■	■	■
5005		Option Year 4				\$1,807,238.00
5005AA	R499	To provide Labor (Option Year 4)in support of RFA in accordance with Section C. (O&MN,N)	■	■	■	■
5006		Optional Option CLIN #1				\$1,378,476.03
5006AA	R499	Optional Option CLIN #1 in support of Labor (Base Year). See PWS PARA 2.1.1.3 Administrative Data Management. (O&MN,N)	■	■	■	■
		Option				
5006AB	R499	Optional Option CLIN #1 in support of Labor (Option Year 1). See PWS PARA 2.1.1.3 Administrative Data Management. (O&MN,N)	■	■	■	■
5006AC	R499	Optional Option CLIN #1 in support of Labor (Option Year 2). See PWS PARA 2.1.1.3 Administrative Data Management. (O&MN,N)	■	■	■	■
5006AD	R499	Optional Option CLIN #1 in support of Labor (Option Year 3). See PWS PARA 2.1.1.3 Administrative Data Management. (O&MN,N)	■	■	■	■
		Option				
5006AE	R499	Optional Option CLIN #1 in support of Labor (Option Year 4). See PWS PARA 2.1.1.3 Administrative Data Management. (O&MN,N)	■	■	■	■
5007		Optional Option CLIN #2				\$2,302,313.88
5007AA	R499	Optional Option #2 in support of Labor (Base Year). See PWS PARA 2.1.2.2 Marine Corps	■	■	■	■

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Financial Evaluation and Analysis Team Financial Accounting Support. (O&MN,N)				
5007AB	R499	Optional Option CLIN #2 in support of Labor (Option Year 1). See PWS 2.1.2.2 Marine Corps Financial Evaluation and Analysis Team Financial Accounting Support. To include: 2 FTE's for 1900 hours each and 1 part time employee for 8 months for 156 hours per month. (O&MN,N)	████	█	████████	████████
5007AC	R499	Optional Option CLIN #2 in support of Labor (Option Year 2). See PWS 2.1.2.2 Marine Corps Financial Evaluation and Analysis Team Financial Accounting Support. (O&MN,N)	████	█	████████	████████
5007AD	R499	Optional Option CLIN #2 in support of Labor (Option Year 3). See PWS 2.1.2.2 Marine Corps Financial Evaluation and Analysis Team Financial Accounting Support. (O&MN,N)	████	█	████████	████████
5007AE	R499	Optional Option CLIN #2 in support of Labor (Option Year 4). See PWS 2.1.2.2 Marine Corps Financial Evaluation and Analysis Team Financial Accounting Support. (O&MN,N)	████	█	████████	████████

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6001		Optional Option CLIN #1			\$209,450.11
6001AA	R499	Optional CLIN #1 in support of Travel/ODC(Base Year). See PWS PARA 2.1.1.3 Administrative Data Management. (O&MN,N) Option	████	█	████████
6001AB	R499	Optional CLIN #1 in support of Travel/ODC(Option Year 1). See PWS PARA 2.1.1.3 Administrative Data Management. (O&MN,N) Option	████	█	████████
6001AC	R499	Optional CLIN #1 in support of Travel/ODC(Option Year 2). See PWS PARA 2.1.1.3 Administrative Data Management. (O&MN,N) Option	████	█	████████
6001AD	R499	Optional CLIN #1 in support of Travel/ODC(Option Year 3). See PWS PARA 2.1.1.3 Administrative Data Management. (O&MN,N) Option	████	█	████████
6001AE	R499	Optional CLIN #1 in support of Travel/ODC(Option Year 4). See PWS PARA 2.1.1.3 Administrative Data Management. (O&MN,N) Option	████	█	████████
6002		Optional Option CLIN #2			\$260,000.00
6002AA	R499	Optional Clin #2 in support of ODC/Travel.(Base Year) See PWS PARA 2.1.2.2 Marine Corps Financial Evaluation and Analysis Team	████	█	████████

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Financial Accounting Support (O&MN,N)			
		Option			
6002AB	R499	Optional Clin #2 in support of ODC/Travel.(Option Year 1) See PWS PARA 2.1.2.2 Marine Corps Financial Evaluation and Analysis Team Financial Accounting Support (O&MN,N)	█	█	█
6002AC	R499	Optional Clin #2 in support of ODC/Travel.(Option Year 2) See PWS PARA 2.1.2.2 Marine Corps Financial Evaluation and Analysis Team Financial Accounting Support (O&MN,N)	█	█	█
6002AD	R499	Optional Clin #2 in support of ODC/Travel.(Option Year 3) See PWS PARA 2.1.2.2 Marine Corps Financial Evaluation and Analysis Team Financial Accounting Support (O&MN,N)	█	█	█
6002AE	R499	Optional Clin #2 in support of ODC/Travel.(Option Year 4) See PWS PARA 2.1.2.2 Marine Corps Financial Evaluation and Analysis Team Financial Accounting Support (O&MN,N)	█	█	█
		Option			
6003		Base Year ODC and Travel			\$52,000.00
6003AA	R499	Base Year Travel and ODCs in accordance with JTR. (O&MN,N)	█	█	█
6004		Option Year 1-- ODC/Travel			\$52,000.00
6004AA	R499	Option Year 1 Travel and ODCs in accordance with JTR. (O&MN,N)	█	█	█
6005		Option Year 2-- ODC/Travel			\$52,000.00
6005AA	R499	Option Year 2 Travel and ODCs in accordance with JTR. (O&MN,N)	█	█	█
6006		Option Year 3-- ODC/Travel			\$52,000.00
6006AA	R499	Option Year 3 Travel and ODCs in accordance with JTR. (O&MN,N)	█	█	█
		Option			
6007		Option Year 4-- ODC/Travel			\$52,000.00
6007AA	R499	Option Year 4 Travel and ODCs in accordance with JTR. (O&MN,N)	█	█	█

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8001	R499	Extend CLIN 5005AA .Extend CLIN 5005AA at same monthly price of Final Option Period for six (6) months to provide Labor Support to HQMC, Programs & Resources, Accounting Branch, RFA (10 positions. (O&MN,N)	█	█	█	\$903,618.96
8002	R499	Extend CLIN 5006AE at same monthly price of Final Option Period for six (6) months for Admin Data Mgt. Support to RFA. (O&MN,N)	█	█	█	\$93,577.74

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement (PWS)

FOR

FINANCIAL MANAGEMENT AND ACCOUNTING ADMINISTRATION SUPPORT

Dated: November 10, 2010

1.0 Scope. The scope of this effort is to provide administrative, program management and analytical services in support of the Marine Corps' Fiscal Division, Accounting Branch (RFA) mission by defining, executing/implementing, monitoring and reporting on efforts and initiatives that promote RFA operating policy, quality standards, automated systems solutions support and administrative liaison services with clients at all operating sites of the Marine Corps. Tasks will center on service support and for accounting and financial management program and project-level management, core accounting system (mainframe) report development and analysis, web-based systems (SharePoint) solutions administration and update, and Mobility Command (MOBCOM) and Reserve Commands administration and accounting support. Tasks will also include support in the development of programmatic and administrative support tools to develop a standard set of performance metrics and quality practices associated with the portfolio of systems/applications encompassing the Marine Corps Financial Business Enterprise. In this capacity, RFA representation and participation at Marine Corps, Department of the Navy (DoN) and Office of the Secretary of Defense (OSD) product teams and working groups is required. Principal task activities will focus on analytical efforts to define best business practices for RFA sponsored products and systems, coordination with Joint sponsors and Marine Corps clients, and implementation of new or improved financial and accounting business initiatives based upon RFA priorities. This will include assessing current systems and applications using analytical tools and practices to quantify performance efficiencies and gaps, assessing the findings and developing recommendations and courses of action (COAs), and implementing selected COAs based upon guidance from RFA principals. Most work activities will be performed in facilitated spaces within the National Capital Region (Headquarters, U.S. Marine Corps (HQMC) and/or the Washington, DC metro area), Marine Forces Reserve Command (MARFORRES) at MOBCOM facilities in New Orleans, LA, and other sites with occasional travel to client and other DoN and OSD locations.

1.1 Background. The HQMC Fiscal Division, Accounting Branch (RFA) has been at the forefront of Department of Defense (DoD) efforts to improve the accuracy, reliability, timeliness, and transparency of financial data in support of war-fighting excellence. In doing so, RFA is prototyping external audit readiness assessment and financial improvement sustainment in concert with its mission of advising and assisting program sponsors, HQMC staff offices, and Marine Corps field comptrollers in all matters relating to accounting, supporting information systems, and program development, implementation, and maintenance of automated information systems (AIS) that support finance and accounting functional areas. These core functions include the development and publication of finance and accounting policies and procedures while supporting financial statement auditor requirements via data extraction from the core accounting system (Standard Accounting, Budgeting and Reporting System (SABRS)), Marine Corps-centric process and interface training/instruction, documentation management, Provided by Client (PBC) review, and audit liaison support. With specificity, AIS functions encompass reviewing system change requests (SCR), identifying functional requirements, researching and documenting system problems, and testing/reviewing system development and production output of changed system logic. Similarly, finance and accounting policy and procedures development includes administrative and technical support in producing documentation to implement and sustain accounting procedures and practices required to provide timely, accurate and useful financial information to better support the war-fighter and external/internal audit examination. Additional RFA actions to support these include developing rationale and identifying cost-benefit constraints for initiatives that support or repeal entity, component-level, or DoD-wide law, policy or guidance in relation to Marine Corps accounting and financial management objectives. Furthermore, conducting assessments of DFAS policy and advising on procedural changes, influencing HQMC Manpower policies, formulating project recommendations, and supporting COA selection and execution are essential quality assurance functions that enable decision usefulness via reliability, understandability, consistency, comparability and faithfulness of financial data.

2.0 General Requirements. The Contractor shall provide continuous support for RFA financial management and accounting administration as generally aligned with the percentage efforts stipulated below:

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Activity – Anticipated Percentage	Para	Metric
· Administrative Support for RFA Initiatives	50%	2.1.1
· Financial Accounting Support	30%	2.1.2
· Customer Relationship Management Support	20%	2.1.3

The percentage of work associated with each of these activities will vary, although not substantially, by program precedent and volume throughout the performance period. The Contractor shall be responsible for providing suitable program management, programmatic systems support and administrative services to sustain and enhance ongoing organizational objectives and responsibilities delineated by activity and/or variances in scope affecting such activities. The Contractor shall also appoint a technical manager to coordinate task activities and to serve as the overall expert for successful completion of task initiatives and matrix-based administrative and logistical activities.

2.1 Specific Requirements.

2.1.1 Administrative Support for RFA Initiatives. RFA is responsible for establishing an effective program for a portfolio of Marine Corps and joint financial and accounting systems and associated improvement initiatives. Within this framework exist requirements to provide assessments of system functionality and utility, identify necessary changes to processes and system performance requirements, and to mitigate/abate system problem and performance anomalies. Prioritized initiatives must be executed as part of a cohesive program of quality assurance ensuring that client sites operate under an aegis of consistent practices, service levels, and local procedures. RFA is charged with ensuring that suitable quality performance metrics are defined and applied. This includes developing data query/analysis tools to extract data from existing applications in order to develop performance matrices and track future performance. RFA requirements include support to system and application functional features, producing and managing program documentation (e.g., hardware and software configuration), and providing training commensurate with functional changes and improvements.

2.1.1.1 Functional and Administrative Support for Mixed-Use and Accounting Systems Associated with RFA Initiatives. Through RFA guidance, the Contractor shall be responsible for providing financial and accounting systems support which includes support in the development of quality systems performance metrics. Assistance includes activities that require the functional understanding of various tools and languages needed to perform data queries to extract financial information from various mainframes (e.g., SABRS) and web-based applications (e.g., SABRS Management Analytical Retrieval Tools (SMARTS)). The Contractor shall provide advice and support in extracting accounting data elements through programmatic scripting and mainframe query functions via demonstrated experience with Job Control Language (JCL), Natural, Cognos software solutions, and/or data modeling tools via SharePoint collaboration functions, SQL/Microsoft Access databases and other document-management platforms. Additionally, the Contractor is expected to support the analysis of financial information to identify and monitor financial trends, errors, and corrective actions. Additional system-related responsibilities include performing analysis to identify performance indicators (e.g., abnormal accounting conditions, Tri-Annual Review submissions and analysis), providing support in the development of algorithms to effectively monitor and report performance indicators, performing on-site assessment of performance measures and providing recommendations to enhance metrics capturing and understanding. As directed, the Contractor shall ensure implementation of processes and systems, support user training on new or modified systems functionality, and yield training specific to interpretations of performance measure reports and queries.

2.1.1.2 Support in the Development and Implementation of a Formal Change Management Program. Through RFA guidance, the Contractor shall support the assessment of client systems requirements and the subsequent vetting of these requirements internally within RFA and across external stakeholders by identifying proposed COAs, coordinating the execution of defined program schedules, producing and managing program schedules, producing and managing program documentation, and assisting in the maintenance, analysis and execution of existing database reporting, performance measures, tools, and documentation. These efforts will also require Contractor support in the development and/or improvement of financially-centric web-based tools, reports and content, Financial Improvement Initiative (FII) web-based tools, reports and content, SMARTS ReportNet (Cognos) tools and reports, and other review and analysis tools and reports required to execute accounting operations, budget execution and audit support.

2.1.1.3 Administrative Data Management (Pre-Priced Option 1). Additional support may be required as an escalation to the existing requirements. This does not transfer Contractor coverage from all tasks previously communicated but rather supplements RFA emerging requirements and better supports administrative accounting and financial management systems related activities by focusing additional Contractor resources on a limited basis. Each Pre-Priced Option activity is not to exceed beyond the current period of performance (i.e., Pre-Priced Option 1

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is not to exceed 12 months or the current period of performance, whichever is less). Under this option (2.1.1.3), the Contractor is expected to complement and sustain Administrative Support for RFA Initiatives (2.1.1) by analyzing financial and mixed-use systems and applications and providing recommended performance measures and analysis reports, supporting system and application training efforts, and supporting the maintenance, analysis and execution of existing databases, reports, performance measures, tools, and documentation. The Contractor shall be responsible for assisting with strategic planning, oversight, and development of necessary policies, directives and technology reporting solutions required to institute and sustain the RFA data management and enterprise architecture programs. In this capacity, the Contractor shall provide advisory services, planning, development, implementation, monitoring, and maintenance of the necessary systems to support data management objectives and enterprise architecture implementation. This will include recommending policies, directives, and guidelines to ensure enterprise architecture implementation and the uniform application of data management principles, methods, and practices in support of RFA goals and objectives. The Contractor shall also assist Marine Corps installations in interpreting data management requirements and in applying Marine Corps accounting and financial management policies and guidelines. The success in these functions would be derivative to: 1) a comprehensive understanding of data management concepts that enables the Contractor to provide advice and guidance to senior staff; 2) skills in the use of data management systems with ability to implement or sustain RFA policies, directives, and principles governing data management and enterprise architecture to ensure complementary conformance with Marine Corps accounting/auditing and financial management review requirements, guidelines, and objectives; 3) skill in understanding, using, and managing databases and other automated information systems in support of RFA data management and enterprise architecture needs; 4) knowledge of the concepts, principles, and practices of data management and the technology required to extract data and/or support accounting and mixed-use financial management system implementation or enhancement; and, 5) skill in interpreting data management and enterprise architecture requirements to determine the effects on Marine Corps programs, accounting, and financial management practices and to propose strategies for meeting these requirements.

2.1.2 Financial Accounting Support. RFA mission requirements are multifaceted, from performing data analysis to providing tools and training for validations of the financial management environment and preparing departmental reports and standalone Marine Corps General Fund financial statements. Thus, the breadth of RFA financial accounting functions require support services that aim to assess and evaluate financial management business practices and oversee financial management improvements that advance accounting information accuracy and timeliness in recording and reporting financial information. In this regard, the Contractor shall be required to provide service support to the Operating Forces (OPFORs) in the review of implemented financial processes and report compliance with standard financial processes. In doing so, the Contractor shall analyze documentation and alternative procedures for compliance with regulatory and policy requirements and recommend changes in existing policies or procedures based on reviews and site specific deviations from standard processes, organizations, and systems. Furthermore, the Contractor may be required to provide support in reviewing, analyzing and recommending changes to financial statement preparation processes and procedures, analyzing financial processes, and providing recommended performance measures and analyses reports. These are core requirements that are resident primarily at HQMC and extended to RFA echelons for which Contractor support is required as noted below.

2.1.2.1 Marine Corps Reserve Activation Travel Section (MCRATS) Financial Accounting Support.

Through RFA guidance and in addition to the requirements noted above, the Contractor shall provide financial management and accounting support for the following functions: 1) verifying that financial documents are properly constructed; 2) assessing the accuracy of financial data and ensuring that data is properly recorded; 3) reconciling financial data between the various payment systems and identifying deficiencies; 4) recommending corrective actions to ensure funds are managed in accordance with applicable Standard Operating Procedures (SOPs); 5) identifying and participating in the location of missing documents and ensuring they are available to support final disbursement actions; and, 6) providing training to ensure proper procedures are followed. In this capacity, the Contractor is expected to provide support service for MCRATS efforts located in facilitated spaces at MARFORRES (New Orleans, LA).

2.1.2.2 Marine Corps Financial Evaluation and Analysis Team (MCFEAT) Financial Accounting Support (Pre-Priced Option 2).

Additional support may be required as an escalation to the existing requirements. This does not transfer Contractor coverage from all tasks previously communicated but rather supplements RFA emerging requirements and better supports administrative accounting and financial management related activities by focusing additional Contractor resources on a limited basis. Each Pre-Priced Option activity is not to exceed beyond the current period of performance (i.e., Pre-Priced Option 2 is not to exceed 12 months or the current period of performance, whichever is less). Under this option (2.1.2.2), the Contractor is expected to complement and sustain Financial Accounting Support (2.1.2) by analyzing financial and mixed-use systems, applications and ongoing business practices to promote compliance with Standard Financial Management Business Practices (SFMbps) and Internal Controls over Financial Reporting (ICofr) program efforts (i.e. Office of Management and Budget (OMB)

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Circular A-123 (*Management's Responsibility for Internal Control*), Appendix A (*Internal Control over Financial Reporting*)) or in response to financial statement audit support activities requiring improvements in source documentation collection and extraction, performance measurements and analysis reports, Process Cycle Memorandum (PCMs) or other documentation that advances process improvements and supports system, accounting and financial management training efforts. In this capacity, the Contractor is expected to provide support service for MCFEAT efforts located in Kansas City (MO), Camp Lejeune (NC) and/or Camp Pendleton (CA).

2.1.3 Customer Relationship Management (CRM). The RFA branch is responsible for supporting and ensuring that OPFOR clients and other stakeholders are thoroughly versed and proficient with the portfolio of financial and accounting systems under their aegis. Within this framework are requirements to develop and implement a formal CRM program built around defined standards of performance and quality. To accomplish this, the RFA must ensure consistency in policy and procedures, provide responsive solutions to client problems, and resolve policy and regulatory issues with senior leadership, DoN, and OSD stakeholders. In this regard, the Contractor shall be responsible for establishing a comprehensive portfolio management program for client assistance and systems support, problem resolution, and implementation of policy and procedural changes. This includes producing operating procedures, ensuring client proficiency levels, and acting on behalf of RFA leadership to resolve client cited problems and issues expeditiously. Moreover, the Contractor shall coordinate an effective program for ensuring that local interpretation and implementation of overarching guidance is consistent with defined procedures and quality standards at client supported sites. Contractor CRM support for the OPFORs shall also encompass the managing of the SABRS Help Desk via directed oversight of the problem reporting organizational mailbox. These functions require the Contractor to analyze reported problems, develop solutions, provide resolution guidance applicable to all SABRS users, and -- as a corollary requirement -- perform analysis on requested table loads, validate accuracy of data elements, and load tables as required. The Contractor shall also support the analysis of system processes to ensure compliance with regulatory and policy requirements. This includes: 1) performing SABRS compliance analysis of Business Transformation Agency systems requirements, to include the identification of systems deficiencies, development of recommended systems solutions, and testing of implemented corrective actions; 2) providing support in the preparation of systems change requests via analyses of functional requirements and policy changes and support/participate in Configuration Control Boards (CCBs); and, 3) providing support in the preparation of system user manuals and standard operating procedures to support financial processes.

3.0 Facilities, Travel and ODCs. Daily work efforts will be performed within the National Capital Region (on-site at HQMC), at Marine Forces Reserve Command (MOBCOM, New Orleans, LA), and/or co-located with Marine Corps Financial Evaluation and Analysis Team (MCFEAT) personnel at disparate bases and stations. Limited off-site work efforts may be required. Parking at HQMC is limited to unmarked/unrestricted spaces surrounding the Navy Annex (FOB 2), unmarked/unrestricted spaces aboard Joint Base Myer-Henderson Hall, or Contractor designated spaces at the Pentagon. Shuttle services from the Pentagon to the Navy Annex (FOB 2) are available to the Contractor. This task will require the Contractor to provide facilities and communication capabilities for meetings, workshops and conferences (e.g., 10-100 personnel), as well as a suitable infrastructure to manage program requirements (document library, databases, web site) throughout the course of performance to support the scope of activities. Laptops, cellular phones, and other items of convenience are not reimbursable as ODCs. Other Direct Charges (ODCs) associated with the cost of business (e.g., cellular service, special computer applications, etc.) must be identified in the proposal for consideration. Government printing requirements are MANDATED to use Government Printing Offices (GPO) per FAR 8.8, 1-877-DAPS-CAN. ODC requests for printing requirements MUST be obtained and approved by the Task Order Manager, TOM, prior to conducting these services and after getting applicable waivers. CONUS travel is anticipated in support of this effort with limited potential requirements for OCONUS travel. Travel required of contractor personnel in the performance of their duties shall be reimbursed by the government, as in accordance with the Federal Travel Regulations (FTR) and or Joint Federal Travel Regulations (JFTR). Travel request submissions should be forwarded to the Task Order Manager (TOM) for authorization. The contractor shall ensure travel costs incurred by personnel are within funding limitations established by the government and are approved in advance of execution. Daily travel to and from work, and any local travel aboard the installation, in performance of daily duties, is not reimbursable by the government.

4. Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contract labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the USMC via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <https://doncmra.nmci.navy.mil>

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direction questions to the help

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desk, linked at: <https://doncmra.nmci.navy.mil>

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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. 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 deliverable 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 to 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 no additional cost to the Government. If a time cannot be mutually agree 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

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

5001AA	2/1/2011 - 1/31/2012
5002AA	2/1/2012 - 1/31/2013
5003AA	2/1/2013 - 1/31/2014
5004AA	2/1/2014 - 1/31/2015
5005AA	2/1/2015 - 1/31/2016
5006AB	9/1/2012 - 1/31/2013
5006AC	4/8/2013 - 7/7/2013
5006AE	6/1/2015 - 1/31/2016
5007AA	11/1/2011 - 1/31/2012
5007AB	2/1/2012 - 1/31/2013
5007AC	2/1/2013 - 1/31/2014
5007AD	2/1/2014 - 1/31/2015
5007AE	2/1/2015 - 1/31/2016
6002AB	2/1/2012 - 1/31/2013
6002AC	2/1/2013 - 1/31/2014
6002AD	2/1/2014 - 1/31/2015
6003AA	2/1/2011 - 1/31/2012
6004AA	2/1/2012 - 1/31/2013
6005AA	2/1/2013 - 1/31/2014
6007AA	2/1/2015 - 1/31/2016
8001	2/1/2016 - 7/31/2016
8002	2/1/2016 - 7/31/2016

CLIN - DELIVERIES OR PERFORMANCE

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

5001AA	2/1/2011 - 1/31/2012
5002AA	2/1/2012 - 1/31/2013
5003AA	2/1/2013 - 1/31/2014
5004AA	2/1/2014 - 1/31/2015
5005AA	2/1/2015 - 1/31/2016
5006AB	9/1/2012 - 1/31/2013
5006AC	4/8/2013 - 7/7/2013
5006AE	6/1/2015 - 1/31/2016
5007AA	11/1/2011 - 1/31/2012
5007AB	2/1/2012 - 1/31/2013
5007AC	2/1/2013 - 1/31/2014
5007AD	2/1/2014 - 1/31/2015
5007AE	2/1/2015 - 1/31/2016

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6002AB	2/1/2012 - 1/31/2013
6002AC	2/1/2013 - 1/31/2014
6002AD	2/1/2014 - 1/31/2015
6003AA	2/1/2011 - 1/31/2012
6004AA	2/1/2012 - 1/31/2013
6005AA	2/1/2013 - 1/31/2014
6007AA	2/1/2015 - 1/31/2016
8001	2/1/2016 - 7/31/2016
8002	2/1/2016 - 7/31/2016

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

5006AA	2/1/2011 - 1/31/2012
5006AD	2/1/2014 - 1/31/2015
6001AA	2/1/2011 - 1/31/2012
6001AB	2/1/2012 - 1/31/2013
6001AC	2/1/2013 - 1/31/2014
6001AD	2/1/2014 - 1/31/2015
6001AE	2/1/2015 - 1/31/2016
6002AA	2/1/2011 - 1/31/2012
6002AE	2/1/2015 - 1/31/2016
6006AA	2/1/2014 - 1/31/2015

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SECTION G CONTRACT ADMINISTRATION DATA

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.

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 [REDACTED]

The contractor is directed to use the "**2-in-1**" format when processing invoices and receiving reports for FFP CLINs. "2-in-1" is used for services only contracts.

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	N00178-04-D-4079
Delivery Order	MUT2
Cage Code/Ext	4X260
Pay DoDAAC	HQ0338
Issue Date	Refer to Block #31c on the SF 1155
Issue By DoDAAC	M00264
Admin By DoDAAC	S2101A
Ship To Code/Ext	M00085
Ship From Code/Ext	(Normally leave Blank)
LPO DoDAAC	"Leave Blank" (Instruct the contractor to leave blank unless Navy Pay Office. If so, insert correct LPO DoDAAC)
Acceptor Email Address	[REDACTED]
Inspect By DoDAAC/Ext	"Leave Blank" (Instruct the contractor to leave blank unless inspected at Source-then the source inspection DoDAAC should be entered which is normally a DCMA DoDAAC)

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.

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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)

Accounting Data

SLINID	PR Number	Amount
5001AA	M0008511SU00015	1632167.00
LLA :		
AA 17111064A4G 251 00027 067443 2D 4A4G 1SU00015FAPK		
Standard Number: M0008511SU00015		
6003AA	M0008511SU00015	52000.00
LLA :		
AA 17111064A4G 251 00027 067443 2D 4A4G 1SU00015FAPK		
Standard Number: M0008511SU00015		
BASE Funding 1684167.00		
Cumulative Funding 1684167.00		
MOD 01		
5007AA	M0008512SU00002	45336.00
LLA :		
AB 17211064A4G 251 00027 067443 2D 4A4G 2SU00002FAEE		
Standard Number: M0008512SU00002		
MOD 01 Funding 45336.00		
Cumulative Funding 1729503.00		
MOD 02		
5002AA	M0008512SU00008	1674277.00
LLA :		
AC 17211064A4G 251 00027 067443 2D 4A4G 2SU00008FAEE		
Standard Number: M0008512SU00008		
5007AB	M0008512SU00009	384393.96
LLA :		
AD 17211064A4G 251 00027 067443 2D 4A4G 2SU00009FAEE		
Standard Number: M0008512SU00009		
6002AB	M0008512SU00009	20000.00
LLA :		
AD 17211064A4G 251 00027 067443 2D 4A4G 2SU00009FAEE		
Standard Number: M0008512SU00009		
6004AA	M0008512SU00008	51950.00
LLA :		
AC 17211064A4G 251 00027 067443 2D 4A4G 2SU00008FAEE		
Standard Number: M0008512SU00008		

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MOD 02 Funding 2130620.96
Cumulative Funding 3860123.96

MOD 03

5006AB M0008512SU000020002 144488.75
LLA :
AE 17211064A4G 251 00027 067443 2D 4A4G 2SU00002FAEE
Standard Number: M0008512SU000020002
The purpose of this modification is to exercise the Optional Option Year 1,
Sub-CLIN 5006AB.

MOD 03 Funding 144488.75
Cumulative Funding 4004612.71

MOD 04

5003AA M00085-13-RC-RFA01 1717473.00
LLA :
AA 17311064A4G 251 00027 067443 2D 4A4G 3RCRFA01RFEE
Standard Number: M00085-13-RC-RFA01

5007AC M00085-13-RC-FEAT1 608364.00
LLA :
AA 17311064A4G 251 00027 067443 2D 4A4G 3RCFEAT1RFEE
Standard Number: M00085-13-RC-FEAT1

6002AC M00085-13-RC-FEAT1 52000.00
LLA :
AA 17311064A4G 251 00027 067443 2D 4A4G 3RCFEAT1RFEE
Standard Number: M00085-13-RC-FEAT1

6005AA M00085-13-RC-RFA01 52000.00
LLA :
AA 17311064A4G 251 00027 067443 2D 4A4G 3RCRFA01RFEE
Standard Number: M00085-13-RC-RFA01

MOD 04 Funding 2429837.00
Cumulative Funding 6434449.71

MOD 05

5006AC M00085-13-RC-0010 406269.00
LLA :
AF 17311064A4G 252 00027 067443 2D 4A4G 3RC00010CSPK

MOD 05 Funding 406269.00
Cumulative Funding 6840718.71

MOD 06 Funding 0.00
Cumulative Funding 6840718.71

MOD 07

5004AA M00085-14-RC-RFA01-000 1.00
LLA :
AJ 17411064A4G 251 00027 067443 2D 4A4G 08514RCRFA01
Standard Number: M00085-14-RC-RFA01-0001

5007AD M00085-14-RC-RFK01-000 1.00
LLA :
AK 17411064A4G 251 00027 067443 2D 4A4G 08514RCRFK01
Standard Number: M00085-14-RC-RFK01-0001

6002AD M00085-14-RC-RFK01-000 1.00
LLA :
AL 17411064A4G 251 00027 067443 2D 4A4G 08514RCRFK01-0001
Standard Number: M00085-14-RC-RFK01

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MOD 07 Funding 3.00
Cumulative Funding 6840721.71

MOD 08

5004AA M00085-14-RC-RFA01-000 1761783.00
LLA :
AJ 17411064A4G 251 00027 067443 2D 4A4G 08514RCRFA01
Standard Number: M00085-14-RC-RFA01-0001

5007AD M00085-14-RC-RFK01-000 624059.00
LLA :
AK 17411064A4G 251 00027 067443 2D 4A4G 08514RCRFK01
Standard Number: M00085-14-RC-RFK01-0001

6002AD M00085-14-RC-RFK01-000 51999.00
LLA :
AL 17411064A4G 251 00027 067443 2D 4A4G 08514RCRFK01-0001
Standard Number: M00085-14-RC-RFK01

MOD 08 Funding 2437841.00
Cumulative Funding 9278562.71

MOD 09

5005AA M0008515RC000020001 1807238.00
LLA :
AK 17511064A4G 251 00027 067443 2D 4A4G 5RC00002RFEE

5007AE M0008515RC000020001 640159.92
LLA :
AM 17511064A4G 251 00027 067443 2D 4A4G 08515RC00002

6007AA M0008515RC000200001 52000.00
LLA :
AM 17511064A4G 251 00027 067443 2D 4A4G 08515RC00002

MOD 09 Funding 2499397.92
Cumulative Funding 11777960.63

MOD 10 Funding 0.00
Cumulative Funding 11777960.63

MOD 11 Funding 0.00
Cumulative Funding 11777960.63

MOD 12

5006AE M0008515RC00032 124770.32
LLA :
AP 17511064A4G 251 00027 067443 2D 4A4G 08515RC00032

MOD 12 Funding 124770.32
Cumulative Funding 11902730.95

MOD 13

8001 M00085-16-RC-00009 903618.96
LLA :
AQ 17611064A4G 251 00027 067443 2D 4A4G 08516RC00009
Standard Number: M00085-16-RC-00009

8002 M00085-16-RC-00009 93577.74
LLA :
AR 17611064A4G 251 00027 067443 2D 4A4G 08516RC00013
Standard Number: M00085-16-RC-00013

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MOD 13 Funding 997196.70
Cumulative Funding 12899927.65

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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 - Substitution of Key Personnel

H-2.1 - The contractor agrees to assign to the contract those personnel whose resumes are submitted with its proposal, who are necessary to fill requirements of the task order. 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.

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

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SECTION I CONTRACT CLAUSES

52.204-10 – REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS.

REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

(A) *DEFINITIONS*. AS USED IN THIS CLAUSE:

“EXECUTIVE” MEANS OFFICERS, MANAGING PARTNERS, OR ANY OTHER EMPLOYEES IN MANAGEMENT POSITIONS.

“FIRST-TIER SUBCONTRACT” MEANS A SUBCONTRACT AWARDED DIRECTLY BY A CONTRACTOR TO FURNISH SUPPLIES OR SERVICES (INCLUDING CONSTRUCTION) FOR PERFORMANCE OF A PRIME CONTRACT, BUT EXCLUDES SUPPLIER AGREEMENTS WITH VENDORS, SUCH AS LONG-TERM ARRANGEMENTS FOR MATERIALS OR SUPPLIES THAT WOULD NORMALLY BE APPLIED TO A CONTRACTOR’S GENERAL AND ADMINISTRATIVE EXPENSES OR INDIRECT COST.

“TOTAL COMPENSATION” MEANS THE CASH AND NONCASH DOLLAR VALUE EARNED BY THE EXECUTIVE DURING THE CONTRACTOR’S PRECEDING FISCAL YEAR AND INCLUDES THE FOLLOWING (FOR MORE INFORMATION SEE 17 CFR 229.402(C)(2)):

- (1) SALARY AND BONUS.
- (2) AWARDS OF STOCK, STOCK OPTIONS, AND STOCK APPRECIATION RIGHTS. USE THE DOLLAR AMOUNT RECOGNIZED FOR FINANCIAL STATEMENT REPORTING PURPOSES WITH RESPECT TO THE FISCAL YEAR IN ACCORDANCE WITH THE STATEMENT OF FINANCIAL ACCOUNTING STANDARDS NO. 123 (REVISED 2004) (FAS 123R), SHARED BASED PAYMENTS.
- (3) EARNINGS FOR SERVICES UNDER NON-EQUITY INCENTIVE PLANS. THIS DOES NOT INCLUDE GROUP LIFE, HEALTH, HOSPITALIZATION OR MEDICAL REIMBURSEMENT PLANS THAT DO NOT DISCRIMINATE IN FAVOR OF EXECUTIVES, AND ARE AVAILABLE GENERALLY TO ALL SALARIED EMPLOYEES.
- (4) CHANGE IN PENSION VALUE. THIS IS THE CHANGE IN PRESENT VALUE OF DEFINED BENEFIT AND ACTUARIAL PENSION PLANS.
- (5) ABOVE-MARKET EARNINGS ON DEFERRED COMPENSATION WHICH IS NOT TAX-QUALIFIED.
- (6) OTHER COMPENSATION, IF THE AGGREGATE VALUE OF ALL SUCH OTHER COMPENSATION (*E.G.*, SEVERANCE, TERMINATION PAYMENTS, VALUE OF LIFE INSURANCE PAID ON BEHALF OF THE EMPLOYEE, PERQUISITES OR PROPERTY) FOR THE EXECUTIVE EXCEEDS \$10,000.

(B) SECTION 2(D) OF THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006 (PUB. L. NO. 109-282), AS AMENDED BY SECTION 6202 OF THE GOVERNMENT FUNDING TRANSPARENCY ACT OF 2008 (PUB. L. 110-252), REQUIRES THE CONTRACTOR TO REPORT INFORMATION ON SUBCONTRACT AWARDS. THE LAW REQUIRES ALL REPORTED INFORMATION BE MADE PUBLIC, THEREFORE, THE CONTRACTOR IS RESPONSIBLE FOR NOTIFYING ITS SUBCONTRACTORS THAT THE REQUIRED INFORMATION WILL BE MADE PUBLIC.

(C)(1) UNLESS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER, BY THE END OF THE MONTH FOLLOWING THE MONTH OF AWARD OF A FIRST-TIER SUBCONTRACT WITH A

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VALUE OF \$25,000 OR MORE, (AND ANY MODIFICATIONS TO THESE SUBCONTRACTS THAT CHANGE PREVIOUSLY REPORTED DATA), THE CONTRACTOR SHALL REPORT THE FOLLOWING INFORMATION AT [HTTP://WWW.FS RS.GOV](http://www.fsrs.gov) FOR EACH FIRST-TIER SUBCONTRACT. (THE CONTRACTOR SHALL FOLLOW THE INSTRUCTIONS AT <http://www.fsrs.gov> TO REPORT THE DATA.)

(I) UNIQUE IDENTIFIER (DUNS NUMBER) FOR THE SUBCONTRACTOR RECEIVING THE AWARD AND FOR THE SUBCONTRACTOR'S PARENT COMPANY, IF THE SUBCONTRACTOR HAS A PARENT COMPANY.

(II) NAME OF THE SUBCONTRACTOR.

(III) AMOUNT OF THE SUBCONTRACT AWARD.

(IV) DATE OF THE SUBCONTRACT AWARD.

(V) A DESCRIPTION OF THE PRODUCTS OR SERVICES (INCLUDING CONSTRUCTION) BEING PROVIDED UNDER THE SUBCONTRACT, INCLUDING THE OVERALL PURPOSE AND EXPECTED OUTCOMES OR RESULTS OF THE SUBCONTRACT.

(VI) SUBCONTRACT NUMBER (THE SUBCONTRACT NUMBER ASSIGNED BY THE CONTRACTOR).

(VII) SUBCONTRACTOR'S PHYSICAL ADDRESS INCLUDING STREET ADDRESS, CITY, STATE, AND COUNTRY. ALSO INCLUDE THE NINE-DIGIT ZIP CODE AND CONGRESSIONAL DISTRICT.

(VIII) SUBCONTRACTOR'S PRIMARY PERFORMANCE LOCATION INCLUDING STREET ADDRESS, CITY, STATE, AND COUNTRY. ALSO INCLUDE THE NINE-DIGIT ZIP CODE AND CONGRESSIONAL DISTRICT.

(IX) THE PRIME CONTRACT NUMBER, AND ORDER NUMBER IF APPLICABLE.

(X) AWARDING AGENCY NAME AND CODE.

(XI) FUNDING AGENCY NAME AND CODE.

(XII) GOVERNMENT CONTRACTING OFFICE CODE.

(XIII) TREASURY ACCOUNT SYMBOL (TAS) AS REPORTED IN FPDS.

(XIV) THE APPLICABLE NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM CODE (NAICS).

(2) BY THE END OF THE MONTH FOLLOWING THE MONTH OF A CONTRACT AWARD, AND ANNUALLY THEREAFTER, THE CONTRACTOR SHALL REPORT THE NAMES AND TOTAL COMPENSATION OF EACH OF THE FIVE MOST HIGHLY COMPENSATED EXECUTIVES FOR THE CONTRACTOR'S PRECEDING COMPLETED FISCAL YEAR AT <http://www.ccr.gov> , IF—

(I) IN THE CONTRACTOR'S PRECEDING FISCAL YEAR, THE CONTRACTOR RECEIVED—

(A) 80 PERCENT OR MORE OF ITS ANNUAL GROSS REVENUES FROM FEDERAL CONTRACTS (AND SUBCONTRACTS), LOANS, GRANTS (AND SUBGRANTS) AND COOPERATIVE AGREEMENTS; AND

(B) \$25,000,000 OR MORE IN ANNUAL GROSS REVENUES FROM FEDERAL CONTRACTS (AND SUBCONTRACTS), LOANS, GRANTS (AND SUBGRANTS) AND COOPERATIVE AGREEMENTS; AND

(II) THE PUBLIC DOES NOT HAVE ACCESS TO INFORMATION ABOUT THE COMPENSATION OF THE EXECUTIVES THROUGH PERIODIC REPORTS FILED UNDER SECTION 13(A) OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 (15 U.S.C. 78M(A), 78O(D)) OR SECTION 6104 OF

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THE INTERNAL REVENUE CODE OF 1986. (TO DETERMINE IF THE PUBLIC HAS ACCESS TO THE COMPENSATION INFORMATION, SEE THE U.S. SECURITY AND EXCHANGE COMMISSION TOTAL COMPENSATION FILINGS AT <http://www.sec.gov/answers/execomp.htm> .)

(3) UNLESS OTHERWISE DIRECTED BY THE CONTRACTING OFFICER, BY THE END OF THE MONTH FOLLOWING THE MONTH OF A FIRST-TIER SUBCONTRACT WITH A VALUE OF \$25,000 OR MORE, AND ANNUALLY THEREAFTER, THE CONTRACTOR SHALL REPORT THE NAMES AND TOTAL COMPENSATION OF EACH OF THE FIVE MOST HIGHLY COMPENSATED EXECUTIVES FOR EACH FIRST-TIER SUBCONTRACTOR FOR THE SUBCONTRACTOR'S PRECEDING COMPLETED FISCAL YEAR AT <http://www.fsr.gov> , IF—

(I) IN THE SUBCONTRACTOR'S PRECEDING FISCAL YEAR, THE SUBCONTRACTOR RECEIVED—

(A) 80 PERCENT OR MORE OF ITS ANNUAL GROSS REVENUES FROM FEDERAL CONTRACTS (AND SUBCONTRACTS), LOANS, GRANTS (AND SUBGRANTS) AND COOPERATIVE AGREEMENTS; AND

(B) \$25,000,000 OR MORE IN ANNUAL GROSS REVENUES FROM FEDERAL CONTRACTS (AND SUBCONTRACTS), LOANS, GRANTS (AND SUBGRANTS) AND COOPERATIVE AGREEMENTS; AND

(II) THE PUBLIC DOES NOT HAVE ACCESS TO INFORMATION ABOUT THE COMPENSATION OF THE EXECUTIVES THROUGH PERIODIC REPORTS FILED UNDER SECTION 13(A) OR 15(D) OF THE SECURITIES EXCHANGE ACT OF 1934 (15 U.S.C. 78M(A), 78O(D)) OR SECTION 6104 OF THE INTERNAL REVENUE CODE OF 1986. (TO DETERMINE IF THE PUBLIC HAS ACCESS TO THE COMPENSATION INFORMATION, SEE THE U.S. SECURITY AND EXCHANGE COMMISSION TOTAL COMPENSATION FILINGS AT <http://www.sec.gov/answers/execomp.htm> .)

(D)(1) IF THE CONTRACTOR IN THE PREVIOUS TAX YEAR HAD GROSS INCOME, FROM ALL SOURCES, UNDER \$300,000, THE CONTRACTOR IS EXEMPT FROM THE REQUIREMENT TO REPORT SUBCONTRACTOR AWARDS.

(2) IF A SUBCONTRACTOR IN THE PREVIOUS TAX YEAR HAD GROSS INCOME FROM ALL SOURCES UNDER \$300,000, THE CONTRACTOR DOES NOT NEED TO REPORT AWARDS TO THAT SUBCONTRACTOR.

(E) PHASE-IN OF REPORTING OF SUBCONTRACTS OF \$25,000 OR MORE.

(1) UNTIL SEPTEMBER 30, 2010, ANY NEWLY AWARDED SUBCONTRACT MUST BE REPORTED IF THE PRIME CONTRACT AWARD AMOUNT WAS \$20,000,000 OR MORE.

(2) FROM OCTOBER 1, 2010, UNTIL FEBRUARY 28, 2011, ANY NEWLY AWARDED SUBCONTRACT MUST BE REPORTED IF THE PRIME CONTRACT AWARD AMOUNT WAS \$550,000 OR MORE.

(3) STARTING MARCH 1, 2011, ANY NEWLY AWARDED SUBCONTRACT MUST BE REPORTED IF THE PRIME CONTRACT AWARD AMOUNT WAS \$25,000 OR MORE.

(END OF CLAUSE)

52.209-8 – UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS.

UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(A) THE CONTRACTOR SHALL UPDATE THE INFORMATION IN THE FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS) ON A SEMI-ANNUAL BASIS, THROUGHOUT THE LIFE OF THE CONTRACT, BY ENTERING THE REQUIRED INFORMATION IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE AT <http://www.ccr.gov> (SEE 52.204-7).

(B) (1) THE CONTRACTOR WILL RECEIVE NOTIFICATION WHEN THE GOVERNMENT

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POSTS NEW INFORMATION TO THE CONTRACTOR'S RECORD.

(2) THE CONTRACTOR WILL HAVE AN OPPORTUNITY TO POST COMMENTS REGARDING INFORMATION THAT HAS BEEN POSTED BY THE GOVERNMENT. THE COMMENTS WILL BE RETAINED AS LONG AS THE ASSOCIATED INFORMATION IS RETAINED, I.E., FOR A TOTAL PERIOD OF 6 YEARS. CONTRACTOR COMMENTS WILL REMAIN A PART OF THE RECORD UNLESS THE CONTRACTOR REVISES THEM.

(3) WITH THE EXCEPTION OF THE CONTRACTOR, ONLY GOVERNMENT PERSONNEL AND AUTHORIZED USERS PERFORMING BUSINESS ON BEHALF OF THE GOVERNMENT WILL BE ABLE TO VIEW THE CONTRACTOR'S RECORD IN THE SYSTEM. PUBLIC REQUESTS FOR SYSTEM INFORMATION WILL BE HANDLED UNDER FREEDOM OF INFORMATION ACT PROCEDURES, INCLUDING, WHERE APPROPRIATE, PROCEDURES PROMULGATED UNDER E.O. 12600.

(END OF CLAUSE)

[CLASS DEVIATION- 2011-00001, PUBLIC ACCESS TO INFORMATION IN THE FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (F APIIS). THIS CLAUSE DEVIATION IS EFFECTIVE ON OCT 12, 2010, AND REMAINS IN EFFECT UNTIL INCORPORATED INTO THE FAR, OR UNTIL OTHERWISE RESCINDED.

52.209-8 UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION).

UPDATES OF INFORMATION REGARDING RESPONSIBILITY MATTERS (DEVIATION) (OCT 2010)

(A)

(1) THE CONTRACTOR SHALL UPDATE THE INFORMATION IN THE FEDERAL AWARDEE PERFORMANCE AND INTEGRITY INFORMATION SYSTEM (FAPIIS) ON A SEMI-ANNUAL BASIS, THROUGHOUT THE LIFE OF THE CONTRACT, BY POSTING THE REQUIRED INFORMATION IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE AT *HTTP://WWW.CCR.GOV* (SEE 52.204-7).

(2) AT THE FIRST SEMI-ANNUAL UPDATE ON OR AFTER APRIL 15, 2011, THE CONTRACTOR SHALL POST AGAIN ANY REQUIRED INFORMATION THAT THE CONTRACTOR POSTED PRIOR TO APRIL 15, 2011.

(B)

(1) THE CONTRACTOR WILL RECEIVE NOTIFICATION WHEN THE GOVERNMENT POSTS NEW INFORMATION TO THE CONTRACTOR'S RECORD.

(2) THE CONTRACTOR WILL HAVE AN OPPORTUNITY TO POST COMMENTS REGARDING INFORMATION THAT HAS BEEN POSTED BY THE GOVERNMENT. THE COMMENTS WILL BE RETAINED AS LONG AS THE ASSOCIATED INFORMATION IS RETAINED, I.E., FOR A TOTAL PERIOD OF 6 YEARS. CONTRACTOR COMMENTS WILL REMAIN A PART OF THE RECORD UNLESS THE CONTRACTOR REVISES THEM.

(3) PUBLIC ACCESS TO INFORMATION IN FAPZZ\$.

(I) PUBLIC REQUESTS FOR SYSTEM INFORMATION THAT WAS POSTED PRIOR TO APRIL 15, 2011, WILL BE HANDLED UNDER FREEDOM OF INFORMATION ACT PROCEDURES, INCLUDING, WHERE APPROPRIATE, PROCEDURES PROMULGATED UNDER E.O. 12600.

(II) AS REQUIRED BY SECTION 3010 OF PUBLIC LAW 111-212, ALL INFORMATION POSTED IN FAPIIS ON OR AFTER APRIL 15, 2011, EXCEPT PAST PERFORMANCE REVIEWS, WILL BE PUBLICLY AVAILABLE.

(END OF CLAUSE)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

THE GOVERNMENT MAY REQUIRE CONTINUED PERFORMANCE OF ANY SERVICES WITHIN THE LIMITS AND AT THE RATES SPECIFIED IN THE CONTRACT. THESE RATES MAY BE ADJUSTED ONLY AS A RESULT OF REVISIONS TO PREVAILING LABOR RATES PROVIDED BY

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THE SECRETARY OF LABOR. THE OPTION PROVISION MAY BE EXERCISED MORE THAN ONCE, BUT THE TOTAL EXTENSION OF PERFORMANCE HEREUNDER SHALL NOT EXCEED 6 MONTHS. THE CONTRACTING OFFICER MAY EXERCISE THE OPTION BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 30 DAYS .

(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.

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

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

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SECTION J LIST OF ATTACHMENTS

Past Performance

DD254

QASP

NOTIONAL DELIVERY SCHEDULE