

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 07	3. EFFECTIVE DATE 01-Aug-2010	4. REQUISITION/PURCHASE REQ. NO. N4142110RCS0011	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY FISC Norfolk, Contracting Dept Philadelphia 700 Robbins Avenue, Bldg. 2B Philadelphia PA 19111-5083	CODE N00189	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE	S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) International Business Machines Corporation 6710 Rockledge Drive Bethesda MD 20817-1826		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4364-EX04
		10B. DATED (SEE ITEM 13) 01-Apr-2007
CAGE CODE 3BX7	FACILITY CODE 835130485	

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.
[]	
[]	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).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.217-9 'Option to Extend the Term of the Contract'; FAR 52.232-22 'Limitation of Funds'

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ 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) [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED] Contracting Officer	
15B. CONTRACTOR/OFFEROR [REDACTED] (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED 06-Aug-2010

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GENERAL INFORMATION

This confirms the verbal notice provided to the contractor on 30 July 2010 which needed to be provided as a result of delays in issuing this modification in the system. The purpose of this modification is to exercise Option IV on an early basis under FAR 52.217-9 "Option to Extend from 01 August 2010 through 31 July 2011. CLIN 4001 will be incrementally funded. The funding will run until 01 Sept 2010..Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased by \$ [REDACTED].

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400101	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby increased by \$ [REDACTED]

LOA: 1701804 12TA 250 41421 S 068892 2D CS0011 414210S2521Q

Limitation of Funds

This task order is incrementally funded. The amount currently available for payment hereunder is limited to \$10,000 inclusive of fee. The labor categories covered under this clause are: Analyst (Graphics) and Admin Assistant. Subject to the General Provisions of the contract and the clause FAR 52.232-22 entitled "Limitation of Funds" (APR 1984), no legal liability on the part of the Government in excess of \$10,000 shall arise unless additional funds are incorporated as a modification to this task order.

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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
1000	Financial Management & Comptroller Office support services as described herein during the period 1 April 2007 through 31 March 2008. (Total Level of Effort (LOE) as shown below.) (O&MN,N)	1.0	Lot	██████████	██████████	██████████
1001	Financial Management & Comptroller Office support services as described herein during the period 1 April 2008 through 31 March 2009. (Total Level of Effort (LOE) as shown below.) (O&MN,N)	1.0	Lot	██████████	██████████	██████████
1002	Financial Management & Comptroller Office support services as described herein during the period 1 April 2009 through 31 March 2010. (Total Level of Effort (LOE) as shown below.) (O&MN,N)	1.0	Lot	██████████	██████████	██████████

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3000	Travel associated with CLIN 1000. NTE \$15,000. (O&MN,N)	1.0	Lot	██████████
3001	ODC's associated with CLIN 1000.	1.0	Lot	██████████

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NTE \$5,000.
(O&MN,N)

3002	Travel associated with CLIN 1001. NTE \$15,000. (O&MN,N)	1.0 Lot	██████████
3003	ODCs associated with CLIN 1001. NTE \$5,000. (O&MN,N)	1.0 Lot	██████████
3004	Travel associated with CLIN 1002. NTE \$15,000. (O&MN,N)	1.0 Lot	██████████0
3005	ODCs associated with CLIN 1002. NTE \$5,000. (O&MN,N)	1.0 Lot	██████████

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Financial Management & Comptroller Office support services as described herein during the period 1 April 2010 through 31 July 2010. (Total Level of Effort (LOE) as shown below.) (O&MN,N)	1.0 Lot	██████████	██████████	██████████
4001	Financial Management & Comptroller Office support services as described herein during the period 1 August 2010 through 31 July 2011. (Total Level of Effort (LOE) as shown below.) (O&MN,N)	1.0 Lot	██████████	██████████	██████████
400101	Incremental funding of CLIN 4001 (O&MN,N)				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

6000	Travel associated with CLIN 4000. NTE \$3,500. (O&MN,N)	1.0 Lot	[REDACTED]
6001	ODCs associated with CLIN 4000. NTE \$500. (O&MN,N)	1.0 Lot	\$ [REDACTED]
6002	Travel associated with CLIN 4001. NTE \$15,000. (O&MN,N) Option	1.0 Lot	[REDACTED]
6003	ODCs associated with CLIN 4001. NTE \$5,000. (O&MN,N) Option	1.0 Lot	[REDACTED]

The Level of Effort for the performance of this order is based upon an anticipated total estimated level of effort of 15,506 hours of direct labor for the Base Year and for each option year.

The Level of Effort for this requirement is:

Year	Program Manager	Sr. Principal Analyst	Sr. Analyst	Mid Analyst	Analyst	Admin Assistant	Total
Basic	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

PAYMENT OF FIXED FEE (COST PLUS FIXED FEE) (FISC DET PHILA) (OCT 1992)

See the below chart for the applicable fixed fee for work performed under this task order provided the required number of hours shown in the below chart are employed by the contractor in performance of this task order. If substantially fewer than the required number of hours shown in the below chart of said services are so employed, the fixed fee shall be equitably reduced to reflect the reduction of work. The Government shall make monthly payments of the fixed fee at the rates of shown in the below chart per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

	Fixed Fee	Hours	Fixed Fee Rate
Basic	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

1. Background

The Federal Managers' Financial Integrity Act (FMFIA) of 1982 requires managers to conduct annual evaluations of all functions, programs, projects, etc. to provide reasonable assurance their systems of internal controls are effective in safeguarding assets. Commanders/managers are responsible for ensuring that resources under their purview are used efficiently and effectively, and that financial, operational, and performance programs are in compliance with applicable laws and regulations. Material control weaknesses are evaluated for inclusion in an annual report to Congress called the Statement of Assurance (SOA). The Department of the Navy (DON) Managers' Internal Control (MIC) Program is outlined in Secretary of the Navy (SECNAV) Instruction 5200.35E of 8 November 2006. The Office of Assistant Secretary of the Navy (Financial Management and Comptroller) (OASN (FM&C)) Office of Financial Operations (FMO) is responsible for administering and overseeing the MIC Program throughout the DON.

2. Scope

The OASN (FM&C) FMO requires contractor support to assist in the administration and oversight of the requirements of the MIC Program, which includes supporting the preparation of the annual DON Statement of Assurance (SOA), assisting with compliance of OMB Circular A-123, to include Appendix A requirements, the implementation of the MIC Program at DON Major Assessable Units (MAUs), and performing audit liaison functions by performing audit reviews and determination.

3. Information Sources

3.1 Federal Managers' Financial Integrity Act of 1982

3.2 General Accounting Office GAO/AIMD-00-21.3.1, "Standards for Internal Control in the Federal Government, Nov 99"

3.3 OMB Circular A-123 "Management's Responsibility for Internal Control"

3.4 DoD Instruction 5010.40, Managers' Internal Control (MIC) Program Procedures

3.5 SECNAV Instruction 5200.35E, "Department of the Navy (DON) Managers' Internal Control (MIC) Program"

3.6 SECNAV Manual M-5200.35, "Department of the Navy (DON) Managers' Internal Control Manual"

4. Tasks

4.1 Prepare the annual DON FMFIA Statement of Assurance (SOA).

4.1.1 The contractor shall support all tasks that are associated with the collection, coordination and analysis of information, the preparation of the SOA, any supporting reporting documents, and briefings.

4.1.2 The contractor shall be responsible for updating the material/content and maintenance of the SOA and Survey Tool on the FMO website, as required.

4.2 Assist DON MAUs in the implementation of the MIC Program.

4.2.1 Assist DON MAUs in all aspects of establishing and implementing command level MIC Programs.

4.2.2 Conduct workshops with the DON MAUs and the financial management community as necessary that explain the MIC Program and the roles and responsibilities for compliance with the MIC Program.

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4.2.3 Assist MAUs with the development of their MIC Program plan.

4.2.4 Support all tasks that are associated with the collection, coordination and analysis of information for the MIC Program and the preparation of any supporting documents and briefings.

4.2.5 Update the material/content, and maintain the computer-based training (CBT) module for the MIC training, the MIC website and the MIC coordinator database.

4.2.6 Provide assistance with the CBT module for user.

4.2.7 Prepare and distribute the quarterly MIC newsletter to include submission of articles as needed.

4.2.8 Conduct quarterly meetings with DON MAUs and other program managers as required.

4.3 Perform audit liaison functions by performing audit reviews and determination.

4.3.1 Day-to-day operation and maintenance of the Audit Management Tool (AMT) along with updates and enhancements, as needed.

4.3.2 Receive and review all audit reports, determine appropriate FMO Points of Contact and provide to applicable audit agency.

4.3.3 Coordinate all FMO responses, resolving any discrepancies, to include preparing final responses, as required.

4.3.4 Oversee the audit review process and monitor due dates, ensuring timely response and follow-up of Interim Status Reports.

4.3.5 Maintain audit document library.

4.4 Assist with compliance of OMB Circular A-123, Appendix A requirements.

4.4.1 The contractor will work closely with the FMO Financial Improvement Plan (FIP) Team, the Office of the Under Secretary of Defense (Comptroller) (OUSDC) staff, Defense Finance and Accounting Service, and the process owners, focusing on developing controls to improve the reliability of information reported on financial statements.

4.4.1.1 Identify key business and financial reporting processes

4.4.1.2 Obtain from FIP Team and/or assist in the preparation of:

4.4.1.2.1 Process flow charts, process narratives and organizational charts for assigned focus areas

4.4.1.2.2 Risk assessments for assigned focus areas

4.4.1.2.3 Internal control assessments, to include a list of internal controls and test plan methodology

4.4.1.2.4 Test plans

4.4.1.2.5 Corrective action plans and insert corrective action plans into the DoD Financial Improvement and Audit Readiness (FIAR) Tool

4.4.1.2.6 Internal Control Review Reports (including Control Analysis)

4.4.1.2.7 DON Statement of Assurance on Internal Controls over Financial Reporting

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4.4.2 Provide Appendix A updates to the FIP/Senior Assessment Team as required.

4.5 Update SECNAV Instruction 5200.35 and SECNAV Manual M-5200.35 as required.

4.6 Establish a Project Plan to assure all tasks identified in Section 4 of the Performance Work Statement meet standards, quality, estimated costs and schedules.

4.7 The contractor may be required to host conferences and meetings on an as needed basis. Other direct costs for this effort will be negotiated and added to the contract as needed.

5. Estimated Level of Effort (LOE)

5.1 To meet these objectives, the contractor shall provide personnel with financial, accounting, or auditing background with functional and technical knowledge of and possess experience in Federal government laws, regulations and guidance, including those identified in Section 3 of this Performance Work Statement, associated with financial management.

5.2 Labor Category: Program Manager

5.2.1 Experience: Fifteen years of management experience including at least ten years experience in various aspects of Federal and/or DoD financial, accounting, or financial auditing operations.

5.3 Labor Category: Sr. Principal Analyst

5.3.1 Experience: Ten years of management analysis experience including at least seven years experience in various aspects of Federal and/or DoD financial, accounting or financial auditing operations.

5.4 Labor Category: Sr. Analyst

5.4.1 Experience: Ten years of management analysis experience in finance, accounting or auditing, and at least five years experience in various aspects of DoD financial, accounting or financial auditing operations.

5.5 Labor Category: Mid Analyst

5.5.1 Experience: Five years of management analysis experience, and at least three years experience in various aspects of DoD financial, accounting or financial auditing operations.

5.6 Labor Category: Analyst

5.6.1 Experience: One year of management analysis experience.

5.7 Labor Category: Administrative Assistant

5.7.1 Experience: One year of administrative support or file clerk experience.

6. Quality Surveillance and Performance Standards

6.1 The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly and weekly status reports and review of deliverables. Contractor shall submit a Quality Assurance Plan to the Task Order Manager (TOM) and the Contracting Officer Representative (COR). The plan shall include the contractor's process for managing performance in a safe, efficient, and quality manner, on schedule and within cost. The level of surveillance will be established by the COR to give the Government the necessary assurance that the requirements of the PWS are being met and that a process exists and is in place to ensure quality.

6.2 Contractor performance will be evaluated in the areas of performance (technical quality), schedule and cost.

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6.3 Performance Metric

6.3.1 The government defines successful services as those that conform to the task description provided in the Performance Work Statement (PWS) with little or no rework required of the contractor.

6.3.2 Unsuccessful services are defined as those that do not conform to the task description provided in the PWS and require significant rework by the contractor at the direction of the government.

6.4 Schedule Metric

6.4.1 Successful delivery is defined as delivery of the Contract Data Requirements List (CDRL) on time 95% of the time.

6.4.2 Unsuccessful delivery is defined as delivery of the CDRL on time less than 95% of the time.

6.5 Cost Metric (Earned Value Management EVM)

6.5.1 Successful cost control is defined as performance of the PWS within the amount of funds allocated on the order. If the contractor's actual expenditures on a monthly basis exceed the budgeted amount for expenditures, the contractor must 1) provide an explanation why the budget was exceeded and 2) provide an explanation of adjustments that will ensure completion of the work within the ceiling of the task order, in order to receive a successful assessment of performance.

6.5.2 Unsuccessful cost control is defined as exceeding the funding allotted on the order or exceeding the original ceiling of the order due to reasons not attributable to the government. Furthermore, on a monthly basis, if the government is not notified of budgetary overruns, reasons for their occurrence, and steps the contractor is taking to ensure completion of the work within the ceiling of the order, the contractor will receive an unsuccessful assessment of performance.

7. Contract Data Requirements List (CDRL). The following are required CDRLs. Contractor format is acceptable; however the government reserves the right to review the format.

7.1 Quality Assurance Plan, as prescribed in Section 6 of the Performance Work Statement.

7.2 Monthly status report. Tasks 4.1 thru 4.7. A cumulative status report and a funds and man-hour expenditure report of all work accomplished to date under the task order. The report will address the contractor's assessment of its performance in terms of outcomes and value, and will make recommendations for changes or improvements. A consolidated report, summarized by task is acceptable. The report will also project work to be accomplished in future months.

7.3 Weekly status report. Task 4.1 thru 4.7. A consolidated report, summarized by task is acceptable. The report will explain tasks accomplished issues and outcomes.

7.4 SOA Status Briefings. Task 4.1.

7.5 MIC Program Status Briefings. Task 4.2

7.6 OMB Circular A-123, Appendix A Status Briefings. Task 4.4

7.7 Update of SECNAV Instruction and Manual. Task 4.5.

7.8 Update of SOA Tool, Survey Tool, FMO website, MIC Coordinator Database, and Computer Based Training Materials. Task 4.1.2 and 4.2.5.

7.9 Submission of the OMB Circular A-123, Appendix A deliverables to OUSD(C) as required. Task 4.4. (Note: As a point of information relative to this solicitation, delivery of data items under Task 4.4 will be a specific date assigned

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by FMO in accordance with its delivery schedule required by OUSD(C). Currently, delivery of those data items that would fall within the base period of performance of the task order resulting from this solicitation is as follows: Item under task 4.4.1.2.3 – 20 March 2007; Item under task 4.4.1.2.4 – 1 May 2007; Item under task 4.4.1.2.5 – 1 June 2007; Item under task 4.4.1.2.6 – 29 June 2007; Item under task 4.4.1.2.7 – 1 Sept 2007; Delivery dates for items under tasks 4.4.1.2.1 and 4.4.1.2.2 are yet to be determined during fiscal year 2008.)

7.10 Project Plan. Task 4.6. Provide one Project Plan that illustrates all tasks and any overlap among them, and illustrates each task separately.

8. Place of Performance. Work will be performed in the FMO workspaces at the Washington D.C. Navy Yard. All positions are onsite with the exception of the Program Manager.

9. Period of Performance: Base period of 1 year from the date of the task order award, and four, one-year options.

10. Government Furnished Information, Systems, Space, Facilities.

10.1 The contractor is allowed government furnished information as required and as approved by the FMO Program Manager.

10.2 The government will provide a limited number of workspaces, and administrative supplies, telephones, computers, and access to printers, FAX machines, and copiers for this task. Navy Marine Corps Intranet (NMCI) access is provided at government sites.

11. Security and Privacy Act Requirements.

11.1 Security. A visitor's request for every contractor employee must be prepared and submitted to OASN(FM&C) (FMO) no later than three business days in advance of working on-site at OASN(FM&C)(FMO). The visitor's request must include the contract number, duration of performance of contract, and the following information on each contractor: full name, date of birth, place of birth, social security number, and clearance status. The visitor's request must also include a statement that a background check has been performed on each contractor employee. Access to the Washington Navy Yard requires a Navy District Washington identification badge, or a Common Access Card, which can be issued upon arrival to OASN (FM&C) (FMO). Access to other Federal buildings may require a special badge or a federal employee as an escort.

11.2 The work performed relative to the tasking in this performance work statement is unclassified, and will require contractor personnel to have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title of the U.S. Code 552a and applicable DoD rules and regulations.

12. Travel may be required to attend meetings and conferences.

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SECTION D PACKAGING AND MARKING

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SECTION E INSPECTION AND ACCEPTANCE

This Quality Assurance Surveillance (QASP) supports the performance-based services for task orders under the MIC Program/SOA/Audit Liaison support contract.

1.0 Introduction

This Quality Assurance Surveillance Plan (QASP) has been developed in accordance with the Performance Work Statement (PWS). This plan sets forth procedures and guidelines that will be used in evaluating the performance by the contractor.

The purpose of the QASP is to provide the Government's Contracting Officer Representative (COR) a method of surveillance for the services required in the PWS. The QASP provides the means to evaluate whether the contractor is meeting the performance objectives stated in the PWS.

The QASP will be used primarily as a tool to verify that the contractor has implemented a quality control process, which provides the quality of output the Navy deems necessary in the performance of the required services. The contractor is the owner of the quality control process and is responsible for developing, implementing, and modifying procedures that will produce the desired outcomes and result in performance of work within the required standards.

Contractor will submit a Quality Assurance Plan to the COR. The plan shall include the contractor's process for managing performance in a safe, efficient, and quality manner. The level of surveillance will be established by the COR to give the Government the necessary assurance that the requirements of the PWS are being met and that a process exists and is in place to ensure quality. If, during the course of this surveillance, the COR discovers the service provider is not complying with the established level of quality, the level of surveillance may be increased. If performance exceeds standards, surveillance may be decreased.

2.0 Methods of Surveillance

Surveillance methods will vary according to the service being monitored. The Government's intent is to minimize the level of Government involvement and allow the contractor to responsibly perform, or exceed, the contract standards.

The primary methods of surveillance to monitor performance of this contract are:

Performance: The Contracting Officer's Representative (COR) will measure the contractor's performance by assessing the quality of the services delivered by the contractor. Examples of services delivered include, but are not limited to, briefings, studies, and reports provided in accordance with the Contract Data Requirements List.

Cost: Earned Value Management (EVM) metrics (cost metrics) will be used to achieve cost requirements. The Contracting Officer's Representative (COR) will review monthly cost vouchers to monitor the contractor's expenditures in comparison to the contractor's proposed budget throughout the contract performance.

Schedule: The Contracting Officer's Representative (COR) will determine whether the contractor has met the schedule through the use of the due dates for receipt of deliverables through the Contract Data Requirements List (CDRL), which is located at Attachment A.

There are three levels of surveillance:

Level I – Reduced: applied in the case of exceptional contractor performance.

Level II – Normal: applied to good, but not exceptional, contractor performance. This level is to be used when the contract is first implemented.

Level III – Increased: applied in the case of poor contractor performance.

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The COR will make quality assurance evaluation results known to the Contracting Officer and to the contractor, who are responsible for taking appropriate action. The COR will evaluate the contractor's performance as stated in the PWS and will maintain a file for historical data.

The contractor will have a quality assurance program in place to monitor their performance, provide feedback on their performance, to provide guidance on corrective actions to problems that arise, and to maintain an audit trail of incidents and issues.

When the contractor's response is likely to correct a problem that arises, the COR should recommend to the Contracting Officer that further government action will not be required with the exception of an increased level of surveillance.

If the contractor's response is not likely to correct a problem that arises, then the COR will explain why the solution is not adequate and recommend action by the government.

3.0 Performance Measurements

3.1 Performance Metric:

- The Government defines successful services as those that conform to the task description provided in the Performance Work Statement (PWS) with little or no rework required of the contractor.
- Unsuccessful services are defined as those that do not conform to the task description provided in the PWS and require significant rework by the contractor at the direction of the Government.

3.2 Schedule Metric – Successful delivery is defined as delivery of the Contract Data Requirements List 95% of the time. Unsuccessful delivery is defined as delivery of the CDRL less than 95% of the time.

3.3 Cost Metric (Earned Value Management (EVM)):

- Successful cost control is defined as performance of the PWS within the amount of funds allotted on the order. If the contractor's actual expenditures on a monthly basis exceed the budgeted amount for expenditures, the contractor must (1) provide an explanation why the budget was exceeded and (2) provide an explanation of adjustments that will ensure completion of the work within the ceiling of the contract, in order to receive a successful assessment of performance.
- Unsuccessful cost control is defined as exceeding the funding allotted on the order or exceeding the original ceiling of the order due to reasons not attributable to the Government. Furthermore, on monthly basis, if the Government is not notified of budgetary overruns, reasons for their occurrence, and steps the contractor is taking to ensure completion of the work within the ceiling of the order, the contractor will receive an unsuccessful assessment of performance.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1000	4/1/2007 - 3/31/2008
1001	4/1/2008 - 3/31/2009
1002	4/1/2009 - 3/31/2010
3000	4/1/2007 - 3/31/2008
3001	4/1/2007 - 3/31/2008
3002	4/1/2008 - 3/31/2009
3003	4/1/2008 - 3/31/2009
3004	4/1/2009 - 3/31/2010
3005	4/1/2009 - 3/31/2010
4000	4/1/2010 - 7/31/2010
4001	8/1/2010 - 7/31/2011
6000	4/1/2010 - 7/31/2010
6001	4/1/2010 - 7/31/2010

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

6002	8/1/2010 - 7/31/2011
6003	8/1/2010 - 7/31/2011

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SECTION G CONTRACT ADMINISTRATION DATA

POINT OF CONTACT

The contracting office point of contact is [REDACTED] Code 280.1D who may be reached at [REDACTED] or by email at [REDACTED]

The Contracting Officer's Representative assigned to this order is [REDACTED] who may be reached at [REDACTED] or by phone at [REDACTED].

CLAUSES INCORPORATED BY FULL TEXT

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

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

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

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

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

	<i>Routing Table</i>
WAWF Invoice Type	<i>Cost Vouchers</i>
Contract Number	<i>N00178-05-D-4364</i>
Delivery Order Number	<i>EX04</i>
Issuing Office DODAAC	<i>N00189</i>
Admin Office DODAAC	<i>S2404A</i>
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)	<i>N41421</i>
Service Approver DODAAC (Cost Voucher)	<i>HAA661</i>
DCAA Office DODAAC (Used on Cost Voucher's only)	<i>HAA661</i>
Paying Office DODAAC	<i>HQ0338</i>
Acceptor/COR Email Address	[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Special Contract Requirements shall be in accordance with Section H of the IDIQ contract.

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (FISC DET PHILA) (OCT 1992)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

██████████

720 Kennon Street

Washington Navy Yard, DC 20374-5025

████████████████████

██████████

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

_____ N/A

NAME

MAIL ADDRESS

TELEPHONE NUMBER

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

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SECTION I CONTRACT CLAUSES

Note: All clauses of SECTION I of the basic contract apply to this task order (unless otherwise specified in the task order) plus the following.

CLAUSES INCORPORATED BY REFERENCE:

FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUL 05), ALT II

DFARS 252.219-7003 SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (Apr 96)

CLAUSES INCORPORATED BY FULL TEXT:

OPTION TO EXTEND THE TERM OF THE CONTRACT

- (a) The Government may extend the term of this contract by written notice to the Contractor prior to the end of the current performance period.
- (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 (5) years.

(End of clause)

CONFIDENTIALITY AND NON-DISCLOSURE CLAUSE

The contractor may gain access to information and data (hereinafter referred to collectively as "data") which is "sensitive and/or proprietary," whether or not designated or marked. The contractor shall be responsible for ensuring that all contractor personnel who obtain such data understand and abide by the terms of this clause.

The contractor agrees that all data, whether in paper or electronic format, to which the contractor may have access during contract performance, is restricted for Government use only and for use by the contractor only in furtherance of contract performance. The contractor shall not disclose the information or data to persons other than contractor and U.S. Navy personnel, except as otherwise approved by the Contracting Officer in writing, and unless required by court order or applicable law, or unless necessary to conduct a judicial or administrative inquiry.

In the event that the contractor requires access to proprietary information of other companies in order to perform the contract, the contractor shall execute written agreements with those companies to protect the information from unauthorized disclosure and shall refrain from using it for purposes other than for which it was furnished. A copy of all executed agreements shall be delivered to the Contracting Officer.

(End of Clause)

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (FAR 52.204-9) (JAN 2006)

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

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SECTION J LIST OF ATTACHMENTS

Preliminary Contract Data Requirements Lists (CDRLs) are attached. (Executed documents to be provided after award)