

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER HQ003440100005000		PAGE 1 OF 17	
2. CONTRACT NO. HQ0034-13-A-0005		3. AWARD/EFFECTIVE DATE 04-Mar-2014		4. ORDER NUMBER 0004		5. SOLICITATION NUMBER	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No Collect Calls)	
9. ISSUED BY WHS - ACQUISITION DIRECTORATE 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155  TEL: FAX:		CODE HQ0034		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE: % FOR <input type="checkbox"/> SB <input type="checkbox"/> HUBZONE SB <input type="checkbox"/> 8(A) <input type="checkbox"/> SVC-DISABLED VET-OWNED SB <input type="checkbox"/> EMERGING SB SIZE STD: NAICS:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE  <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO OSD AT&L-LOGISTICS & MATERIEL READINESS MARK GAJDA 3500 DEFENSE PENTAGON RM3C168 WASHINGTON DC 20 01-3500		CODE H00644		16. ADMINISTERED BY  <b>SEE ITEM 9</b>			
17a. CONTRACTOR/OFFEROR DELOITTE CONSULTING LLP JOHNETTE BASZNER 1725 DUKE ST ALEXANDRIA VA 22314-3456  TEL. 703-251-1292		CODE 1TTG5		18a. PAYMENT WILL BE MADE BY DFAS INDIANAPOLIS 8899 E. 56TH STREET INDIANAPOLIS IN 46249-1510		CODE HQ0347	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES		21. QUANTITY		22. UNIT	
		SEE SCHEDULE				23. UNIT PRICE	
						24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA  See Schedule						26. TOTAL AWARD AMOUNT (For Govt Use Only)  \$890,690.57	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR  			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  BENNETT.DAVI			31c. DATE SIGNED  1023100246	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Tom Seymour Principal		30c. DATE SIGNED 3/4/14		31b. NAME OF CONTRACTING OFFICER D.W.JR.1023100 246		Digitally signed by BENNETT.DAVID.W.JR.1023100246 DN: c=US, o=U.S. Government, ou=DoD, ou=PKI, ou=WHS, cn=BENNETT.DAVID.W.JR.1023100246 Date: 2014.03.04 15:19:35 -05'00' EMAIL:	

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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  D. Wes Bennett Jr. T.D.W.T.		31c. DATE SIGNED  04-Mar-2014			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Wes D. Bennett Jr. / Branch Chief TEL: 703-545-1365 EMAIL: @avi@w.bennett4.civ@whs.mil			

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	<b>SEE SCHEDULE</b>				

32a. QUANTITY IN COLUMN 21 HAS BEEN  
 RECEIVED  INSPECTED  ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: \_\_\_\_\_

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL				

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY <i>(Print)</i>
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE
	42b. RECEIVED AT <i>(Location)</i>
	42c. DATE REC'D <i>(YY/MM/DD)</i>
	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Labor FFP Perform services in accordance with PWS.	11	Months	\$79,141.87	\$870,560.57

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NET AMT \$870,560.57

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FFP PURCHASE REQUEST NUMBER: H003440100005000				\$0.00

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NET AMT \$0.00

ACRN AA \$791,418.70

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Travel/ODCs COST All ODCs and travel shall be approved, by the COR, prior to purchase or commencement of travel. The contractor shall be reimbursed for actual, allowable, allocable, and reasonable travel costs incurred during performance of this effort in accordance with FAR 31.205-45, "Travel Costs."		Lot		\$20,130.00

ESTIMATED COST \$20,130.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000201					\$0.00

## COST

PURCHASE REQUEST NUMBER: H003440100005000

	ESTIMATED COST
ACRN AA	\$8,581.30

This is issued under and pursuant to the provisions of H0034-13-A-0005. The terms and conditions of the Agreement are hereby incorporated by reference and, except as provided herein by this , remain in full force and effect.

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
000101	N/A	N/A	N/A	Government
0002	Destination	Government	Destination	Government.
000201	N/A	N/A	N/A	Government

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 04-MAR-2014 TO 31-JAN-2015	N/A	OSD AT&L-LOGISTICS & MATERIEL READINESS MARK GAJDA 3500 DEFENSE PENTAGON RM3C168 WASHINGTON DC 20301-3500 571-256-7052 FOB: Destination	H00644

000101	N/A	N/A	N/A	N/A
0002	POP 04-MAR-2014 TO 31-JAN-2015	N/A	OSD AT&L-LOGISTICS & MATERIEL READINESS MARK GAJDA 3500 DEFENSE PENTAGON RM3C168 WASHINGTON DC 20301-3500 571-256-7052 FOB: Destination	HQ0644
000201	N/A	N/A	N/A	N/A

## ACCOUNTING AND APPROPRIATION DATA

AA: 9740100 5103 7000214 001 2520 S33189  
 AMOUNT: \$800,000.00  
 CIN HQ0034401000050000001: \$791,418.70  
 CIN HQ0034401000050000002: \$8,581.30

### PWS

## MR-14-02 PERFORMANCE WORK STATEMENT Task Order For

### DASD (MR) Performance Based Logistics Implementation Assistance

#### 2.1 BACKGROUND

The Deputy Assistant Secretary of Defense (Materiel Readiness) (DASD (MR)) is responsible for Life Cycle Product Support that optimizes affordability, materiel readiness and Joint war fighting capability. Specifically, the DASD (MR) is the focal point for policy and guidance on developing Product Support Strategies that span the entire Weapon System Life Cycle and provides direction, guidance and implementation assistance to OSD, the Services and Industry and OSD for the development and execution of these strategies. In support of Product Support Strategy efforts, DASD (MR) has been leading and facilitating a Performance Based Logistic (PBL) initiative supports the Department's efforts to drive down equipment sustainment costs while driving up readiness. This PBL initiative was the 2012-2013 focus of a Service/Industry Integrated Product Support Team (IPT) who developed an overarching PBL strategy, PBL process improvements including human capital skills enhancements. This PBL initiative is identified and aligned with the Departments Better Buying Power 2.0 effort.

As a follow on to developmental PBL initiative efforts, the DASD (MR) will require Contractor assistance supporting PBL Implementation assistance with the following tasks:

- PBL Strategy and Guidance Implementation Assistance
- Select Model Candidate PBL development and implementation assistance to the Services

## 2.2 SCOPE

The Contractor will provide Product Support Strategy/PBL subject matter expertise and technical assistance to DASD (MR) to assist with PBL implementation of strategy, guidance and incorporate a lesson learned from ongoing/new PBL model implementation efforts being performed by the services. This support will include the development of documentation based on service feedback, update of guidance and process improvements, and other material required to support more broadly implementing PBL strategies. These activities may be performed in conjunction with personnel from the DASD (MR) staff, the OSD staff, Defense Logistics Agency, the Services, and Industry.

## 2.3 TASKS

This section describes the tasks required by this Performance Work Statement (PWS)

### 2.3.1 Implementation Assistance of the Departmental PBL Strategy and Guidance

During 2012-2013, the PBL IPT developed PBL Comprehensive Guidance providing overarching guidance for PBL implementation across the Department. In addition the IPT has developed a draft PBL Best Practices Guide that is focused on providing working level how to knowledge for developing and implementing PBL strategies. The PBL Best Practices Guide is intended for use by the Product Support Manger and his/her supporting staff.

This PBL Best Practices Guide exists in a working draft form. Contractor assistance is required to assist with incorporating/updating/adjudicating additional Service comments, updating the PBL Comprehensive Guidance, performing technical editing of the final PBL Best Practices Guidance document and preparing it for PDASD (L&MR) approval.

### 2.3.2 Support for PBL Model Implementation Requirements

2.3.2.1 DASD (MR) sponsored PBL Model Candidates analyses work on the USMC Improved Thermal Site ITSS and the USAF F101 programs. In support of these ongoing PBL Model Candidate development/implementation efforts, contractor assistance is required to provide subject matter expertise to DASD (MR) and the Services with PBL program implementation assistance. The USMC ITSS program is developing a draft PBL RFP and the F101 program is in process of developing a BCA for sustainment alternatives which PBL is a consideration.

2.3.2.2 DASD (MR) will sponsor another PBL Model Candidate development and Implementation effort and has identified the USMC AAV Thermal Sight program. Contractor

assistance is required to supporting the USMC Product Support Manager in Albany GA on the following tasks:

- Conduct a Diagnostic Assessment: Provide an analysis framework and support to review sustainment data to determine suitability for a performance based product support strategy while making initial recommendations on the conduct of a Business Case Analysis
- Business Case Analysis: Provide analysis support as well as deliverable structural and content recommendations which align with current requirements for a cost/benefit analysis of potential sustainment strategies
- Public Private Partnership (PPP) Assessment: Design and support analysis which determines the potential and suitability for the establishment and execution of a public/private partnership.
- Capability Maturity Assessment: Provide objective benchmark of a program's performance and capabilities relative to similar performance based sustainment arrangements and best practices resulting in the creation of detailed road maps.
- Knowledge Transfer: Provide direct support develop an organic workforce fully capable of planning, executing, managing and re-negotiating performance based arrangements. Support includes traditional classroom training, interactive workshops.
- Implementation Support: Provide the resources to combine the BCA, PPP and Capability Maturity Assessment-generated recommendations into an executable implementation plan. The ultimate goal is to reach a signed contract for a performance based sustainment arraignment. This plan identifies both the high and low level actions that are required to fill process gaps, as well as mitigate risk in both impact and probability of occurrence.

## 2.4 DELIVERABLES AND PERFORMANCE REQUIREMENTS SUMMARY

In fulfillment of this effort, the Contractor shall provide the deliverables identified in this section. All deliverables shall be submitted to the Government Technical Representative (GTR) unless otherwise agreed upon. In addition, monthly status reports will be provided to the Contracting Officer's Representative (COR).

Unless otherwise specified, the Government will have a maximum of ten (10) working days from the day the draft deliverable is received to review the document, provide comments back to the Contractor, approve or disapprove the deliverable(s). The Contractor will also have a maximum of ten (10) working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be workdays unless otherwise specified.

The format for individual deliverables will be determined through consultation between the GTR and the Contractor. Products that reflect the Contractor's analysis and opinion (e.g. studies or analyses) may be in Contractor format. Products used by the DASD (MR) Office in the execution of responsibilities (e.g. handbooks or reports to congress) will be in a specified Government format. All documents will be provided in the appropriate Microsoft Office format (e.g. Word or PowerPoint); if appropriate, the Government may ask that they be provided in compressed or PDF format.

The table below identifies the deliverables resulting from the above defined tasks:

PWS Para #	Task Title	Deliverable Reference # and Title	Quantity: No. of Reports	Deliverable Due Date
2.3.1.	PBL Strategy and Guidance Support	2.4.1 Develop and Deliver draft PBL Best practices Guide and any updates required for PBL Comprehensive Guidance	Rev 1 Draft Rev 2 Update Final	Mar 2014 June 2014 July 2014
2.3.2.1	USMC ITSS/F101 Implementation assistance	2.4.2 Assistance to USMC/USAF on PBL Model Implementations.	Status reports on progress and identification of issues encountered	Monthly beginning Mar 2104
2.3.2.2	USMC AAV Thermal Site Model PBL Model Candidate Development/implementation assistance	2.4.3 Overarching POAM including specific tasks/program reviews and deliverable schedules	POAM	Mar 2014
2.3.2.2	USMC AAV Thermal Site Model PBL Model Candidate Development/implementation assistance	2.4.4 Report with annexes that identifying accomplishments/findings identified in PWS.	Draft Outline Draft Report Draft Report Final Report	Mar 2014 Aug 2014 Dec 2014 Jan 2015
2.2	Project Management	2.4.5 Project Plan	Project Plan/monthly progress reports, contractor format is acceptable	Beginning Mar 15, 2014

#### 2.4.3.6 Inspection and Acceptance Criteria

Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the GTR.

#### 2.4.3.7 General Acceptance Criteria

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this Performance Work Statement.

- a. Accuracy: Work products shall be accurate in presentation, technical content and adherence accepted elements of style.
- b. Clarity: Work products shall be clear and concise. Any/all diagrams shall be easy to understand and be relevant to the supporting narrative.
- c. Consistency to Requirements: All work products must satisfy the requirements of this Performance Work Statement.
- d. File Editing: All text and diagrammatic files shall be editable by the Government
- e. Format: Work products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- f. Timeliness: Work products shall be submitted on or before the due date specified in this Performance Work Statement or submitted in accordance with a later scheduled date determined by the Government.

## 2.5 OTHER PERFORMANCE REQUIREMENTS

### 2.5.1 Contractor Interfaces

The Contractor may be required as part of the performance effort to work with other Contractors working for the Government. Such other Contractors shall not direct this Contractor in any manner. Also, this Contractor shall not direct the work of other Contractors in any manner.

### 2.5.2 Disclosure of Information

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The Contractor agrees to assume responsibility for protecting the confidentiality of Government records which are not public information. The Contractor or employees of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

### 2.5.3 Limited Use of Data

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort, until made public by the Government, except to authorize Government personnel or upon written approval of the Contracting Officer (CO). The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides for greater rights to the Contractor.

## 2.10 MONTHLY STATUS REPORT

Within 30 days after the date of award, the Contractor shall provide a work plan to the GTR and the COR which will present detailed information regarding the specific contractor tasks that will be performed and how the tasks will be accomplished. The Contractor shall document the efforts performed in the completion of each task in a detailed monthly status report due on or before the 15<sup>th</sup> of each month and include a breakdown by task of the amount of funding expended on each task for the preceding month and the cumulative total for each task. The status report shall include, at a minimum:

- a. Progress for the period: detailed progress report of findings, activities, and accomplishments during the reporting period, and summary of work accomplished during the reporting period and percent complete.
- b. Problems encountered: identification of any problems, issues, or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems.
- c. Activities planned for the next reporting period: planned activities, as well as the status of any/all deliverables, including planned delivery date(s) and actual and/or anticipated delivery date(s).
- d. Strategy revisions: recommended changes to include any lessons learned

*"If Necessary"* a quarterly review shall be conducted between the contractor representatives, technical representative, GTR and CO. The meeting shall be held at either the Contractor facility or Government program office location. At the meeting, the program status shall be briefed by the Contractor and any potential problems will be identified that may adversely impact the program cost and schedules.

## 2.11 PERFORMANCE MEASUREMENT

### 2.11.1 Performance Goals

The Contractor is expected to meet the following goals:

- 1) 95% of all documents prepared contain only minor defects or rewrites.
- 2) 90% of all documents prepared are processed within the agreed-upon timeframe or milestone(s).
- 3) No major complaints from customer(s).

### 2.12 PERIOD OF PERFORMANCE

Following award of the Task Order, the Contractor shall perform the required tasks outlined and described in Section 2.3 from contract award through January 15, 2015

### 2.13 ADMINISTRATIVE CONSIDERATIONS

To promote timely and effective administration, correspondence will be subject to the following procedures:

- a. Technical correspondence (where technical issues relate to compliance with the requirements herein) will be addressed to the PM with an information copy to the COR.
- b. All other correspondence, including invoices, that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this PWS, will be addressed to the COR with an information copy to the GTR.

### 2.14 POINTS OF CONTACT

#### 2.14.1 Contracting Officer's Representative

The program office Contracting Officer Representative is:

Ms. Nonna Bond  
DUSD (L&MR) Resource Management Office  
3500 Defense, Pentagon  
Washington, DC 20301-3500  
Office Phone: (571) 372-5199

The COR is responsible for working with the Government Technical Representative to: provide surveillance as outlined in the QASP; ensure timely approval of monthly invoices including

contractor travel requests; and evaluating the contractor via CPARS. The COR is not allowed to direct the contract to complete any activities that change the contract/order price, quantity, quality, schedule/delivery, scope of work, place of performance, or any other term or condition of the existing contract. Any changes of this nature shall only be approved by the contracting officer.

#### 2.14.2 Government Technical Representative (GTR) and Program Manager

The program office program manager (PM) and GTR point of contact is:

Mark A Gajda  
 DASD (MR)  
 3500 Defense, Pentagon RM. 3C168.  
 Washington, DC 20301-3500  
 Office Phone: 571-256-7052

The PM is the individual within the Program Management Office function who has overall technical responsibility for this effort. The PM provides technical direction to the Contractor, i.e. shifting work emphasis between areas of work; fills in details, or otherwise serves to accomplish the purposes of this effort. Technical direction shall be within the terms of the PWS for this effort and will outline what is required by the order not how the contractor should fulfill performance.

#### 2.15 INVOICING AND PAYMENT SCHEDULE

The Contractor shall invoice no more frequently than MONTHLY. The invoice should include the specific performance standards performed and accepted, and associated performance payments being invoiced for the month. Travel charges must contain location and dates and items must be identified by subject (i.e. meals, rental car, and airfare) and be in accordance with the Federal Joint Travel regulations. Other Direct Costs (ODCs) incurred (i.e. for local conference fees) shall be included in the monthly invoices. Other invoice requirements are set forth in FAR 52.232-25. Invoices shall be submitted in accordance with the WAWF Payment Instructions clause included in this Task Order.

#### CLAUSES INCORPORATED BY REFERENCE

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.222-17	Nondisplacement of Qualified Workers	JAN 2013
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.232-25	Prompt Payment	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013

52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7003	Agency Office of the Inspector General	DEC2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.227-7013	Rights in Technical Data--Noncommercial Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006

#### CLAUSES INCORPORATED BY FULL TEXT

##### 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 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.

##### Special Contract Provisions

In the event the Government exercises its unilateral right under FAR Clause 52.217-8 Option to Extend Services, the unit price of the performance of services during this period will be the latest price(s) agreed upon in the task orders or subsequent modifications.

(End of clause)

##### 252.209-7994 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-00004) (OCTOBER 2013)

(a) In accordance with section 101(a) of Division A of the Continuing Appropriations Act, 2014 (Pub. L. 113-46), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [  ] is not [  ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [  ] is not [  ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

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

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

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

2-n-1 Services Only

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

Government Location.

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0347
Issue By DoDAAC	HQ0034
Admin DoDAAC	HQ0034
Inspect By DoDAAC	HQ0644
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	HQ0644
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

[mark.a.gajda.civ@mail.mil](mailto:mark.a.gajda.civ@mail.mil)

[nonna.l.bond.civ@mail.mil](mailto:nonna.l.bond.civ@mail.mil)

[courtney.l.holbrook.civ@mail.mil](mailto:courtney.l.holbrook.civ@mail.mil)

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

[courtney.l.holbrook.civ@mail.mil](mailto:courtney.l.holbrook.civ@mail.mil)

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

(a) Contract line item(s) 0001 through 0002 are incrementally funded. For these item(s), the sum of \$800,000.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract H0034-13-A-0005-0004

May 1, 2014 \$90,690.57

(End of clause)

#### 8852.204-7400 MANDATORY CONTRACTOR MANPOWER REPORTING (FEB 2013)

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

<http://www.ecmra.mil/> <<http://www.ecmra.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, beginning with 2013. Contractors may direct technical questions to the help desk at: <http://www.ecmra.mil/> <<http://www.ecmra.mil/>> . [Reference: DPAP memorandum of 28 November 2012, "Enterprise-wide Contractor Manpower Reporting Application."]