

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. Contract ID Code  
Firm-Fixed-Price

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2. Amendment/Modification No. P00001	3. Effective Date 2011SEP02	4. Requisition/Purchase Req No. SEE SCHEDULE	5. Project No. (If applicable)
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6. Issued By U.S. ARMY CONTRACTING COMMAND CCTA-ASM-A KERI SKROBOT (586)282-8397 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL EMAIL: KERI.L.SKROBOT@US.ARMY.MIL	Code W56HZV	7. Administered By (If other than Item 6) DCMA ORLANDO 3555 MAGUIRE BLVD ORLANDO, FL 32803-3726	Code S1002A
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SCD C PAS NONE ADP PT HQ0338

8. Name And Address Of Contractor (No., Street, City, County, State and Zip Code) TOLLIVER GROUP, INC., THE 1742 WILLA CIR WINTER PARK, FL 32792-6310  TYPE BUSINESS: Large Business Performing in U.S.	<input type="checkbox"/>	9A. Amendment Of Solicitation No.
	<input type="checkbox"/>	9B. Dated (See Item 11)
	<input checked="" type="checkbox"/>	10A. Modification Of Contract/Order No. W56HZV-11-A-AA04
Code 38CH2 Facility Code		10B. Dated (See Item 13) 2011JUL29

**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 \_\_\_\_\_ copies of the amendments; (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 ACKNOWLEDGMENT 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)**

NO CHANGE TO OBLIGATION DATA

**13. THIS ITEM ONLY APPLIES TO MODIFICATIONS OF CONTRACTS/ORDERS**

It Modifies The Contract/Order No. As Described In Item 14.

KIND MOD CODE: G

<input type="checkbox"/>	A. This Change Order is Issued Pursuant To: The Contract/Order No. In Item 10A.	The Changes Set Forth In Item 14 Are Made In
<input type="checkbox"/>	B. The Above Numbered Contract/Order Is Modified To Reflect The Administrative Changes (such as changes in paying office, appropriation data, 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:	Mutual Agreement of Both Parties
<input type="checkbox"/>	D. Other (Specify type of modification and authority)	

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 SECOND PAGE FOR DESCRIPTION

BPA Expiration Date: 2012JAN29

Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. Name And Title Of Signer (Type or print)	16A. Name And Title Of Contracting Officer (Type or print) RENEE MARIE COLLICA RENEE.COLLICA@US.ARMY.MIL (586)282-6873		
15B. Contractor/Offendor  (Signature of person authorized to sign)	15C. Date Signed	16B. United States Of America By _____ /SIGNED/ (Signature of Contracting Officer)	16C. Date Signed 2011SEP02

NSN 7540-01-152-8070

30-105-02

STANDARD FORM 30 (REV. 10-83)

PREVIOUS EDITIONS UNUSABLE

Prescribed by GSA FAR (48 CFR) 53.243

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**Name of Offeror or Contractor:** TOLLIVER GROUP, INC., THE

## SECTION A - SUPPLEMENTAL INFORMATION

BPA# W56HZV-11-A-AA04

Modification: P00001

Prepared By: KLS

1. The purpose of Modification P00001 to BPA W56HZV-11-A-AA04 is to add C3W Group, Inc. (Cage Code 4WCK4) as a subcontractor.
2. Except as provided herein, all other terms and conditions remain unchanged.

\*\*\* END OF NARRATIVE A0002 \*\*\*

PEO CS&CSS, PEO GCS, PM FCS, TARDEC, and Depots and Arsenals  
PROFESSIONAL AND ENGINEERING SUPPORT SERVICES  
OMNIBUS III  
BLANKET PURCHASE AGREEMENT (BPA)

The team members listed below agree and acknowledge that pursuant to the terms of the GSA Federal Supply Schedule(s) herein, it will fulfill and comply with the requirements of this Blanket Purchase Agreement (BPA) during the performance of any subsequently issued task orders.

## ADMINISTRATIVE DATA

Primary Point of Contact: Bob Woods, General Manager

Complete Name, Title, Corporate Address:

The Tolliver Group, Inc.  
1742 Willa Circle  
Winter Park, FL 32792

Company Internet Address: [www.tollivergroup.com](http://www.tollivergroup.com)Electronic mail addresses and phone number: [bob.woods@tollivergroup.com](mailto:bob.woods@tollivergroup.com), (256) 425-0925Alternate Point of Contact: Dusty Woodlee; [dusty.woodlee@tollivergroup.com](mailto:dusty.woodlee@tollivergroup.com), (407) 542-4985, ext.1

Facsimile (data fax) number: (407) 671-6267

Prime/Team Leader GSA Schedule(s): 00CORP GS-00F-0013W

What is your Business Size: Small (SDVOSB)

CAGE CODE: 38CH2

DUNS NUMBER: 128047417

NAICS: 541330

TIN: 73-1712870

List Team Members/Federal Supply Service (FSS) Schedule Number/Business Size Status:

- 1) Applied Research Associates, Inc. / GS-23F-0278M / Large
- 2) Advanced Interactive Systems, Inc. / GS-02F-0009J / Small
- 3) DRS Technical Services, Inc. / GS-25F-0292M / Large
- 4) Jardon & Howard Technologies, Inc. / GS-00F-0059M / Small
- 5) Minerva Engineering, Inc. / GS-23F-0366P / Small / SDVOSB
- 6) Quantum Research International, Inc. / GS-23F-0064K / Small
- 7) Summit Training Source, Inc. / GS-02F-9314C / Small / WOSM
- 8) Sygnetics, Inc. / GS-10F-0113U / Small / SDVOSB

List Subcontractors:

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- 1) C3W Group, Inc. / Small / SDVOSB /
- 2) Consumer Fuels Inc. / Small / WOSB
- 3) Combat Training Solutions, Inc. / Small / HUB Zone /SDVOSB
- 4) Itility, LLC / Small / SDVOSB
- 5) Katmai Technology Services, LLC / Small / SDB
- 6) Micro Technologies, LLC / Small/ SDVOSB / 8(a)
- 7) MLT Systems, LLC / Small / SDVOSB
- 8) Veteran Enterprise Technology Services, LLC / Small / SDVOSB

(1) AUTHORITY:

(a) Pursuant to GSA Federal Supply Schedule (FSS) Contract Number(s) GS-23F-0025K, GS-23F-9755H, and GS-10F-0330L and Federal Acquisition Regulation (FAR) 8.405-3, entitled Blanket Purchase Agreements (BPAs), the Contractor agrees to the following terms of a BPA with the U.S. Army Contracting Command - Warren.

(b) The Tolliver Group, Inc. (Prime/Team Leader) hereby enters into this Blanket Purchase Agreement with the U.S. Army Contracting Command - Warren pursuant to the terms of the GSA Federal Supply Schedule(s) listed herein. Any services to be furnished under this BPA will be ordered by written Task Orders. All orders placed against this BPA are subject to the terms and conditions of this BPA and the cited Federal Supply Schedule(s).

(2) SERVICES AVAILABLE UNDER THIS BPA:

(a) The contractor shall provide services in accordance with the statement of work set forth in Section C. This BPA is to acquire these services for the benefit of the Program Executive Office for Combat Support and Combat Service Support (PEO CS&CSS), Program Executive Office for Ground Combat Systems (PEO GCS), Program Manager for Future Combat Systems (PM FCS), TARDEC, TACOM LCMC Depots and Arsenal, their customers, including geographically separated units, and as required, other TACOM LCMC organizations and partners. Hereinafter, reference made to PEO CS&CSS shall also include the aforementioned TACOM LCMC organizations and partners when appropriate.

(b) The Contractor, as an independent contractor and not as an agent or employee of the Government, shall furnish to the Government all necessary labor, services (non-personal), and materials, except as specified to be furnished by the Government, required to accomplish the work efforts as specifically set forth in each task order issued under this BPA.

(3) AUTHORIZED ORDERING AGENCIES:

(a) The following Government Agencies are authorized to issue task orders under this Blanket Purchase Agreement:

U.S. Army Contracting Command - Warren, MI, 48397

(b) The U.S. Army Contracting Command - Warren may modify this Blanket Purchase Agreement by a unilateral modification authorizing or deleting additional ordering agencies.

(4) SUBCONTRACTING AND TEAMING RELATIONSHIPS:

(a) Subcontracting and Contractor Teaming arrangements by FSS contractors are encouraged to ensure mission success. If an entity is identified as a team member, the effort proposed for performance by that entity shall be priced based on the team member's GSA schedule. If an entity is identified as a subcontractor in the contractor teaming arrangement, the effort proposed for performance by that entity shall be mapped into the prime/team leader GSA schedule rates.

(b) In rare instances, a subcontractor not on the BPA Team may be proposed in the ODC line in response to a specific RFQ. If a task order is awarded to a prime/team leader who proposed a Non-Schedule subcontractor as an ODC, that subcontracting arrangement is not subject to the GSA Industrial Funding Fee (IFF). The prime/team leader shall provide sufficient data for the government to determine the price reasonableness of the subcontractor's proposed rates and costs. Approval of these rates and costs shall be obtained before award of the task order.

(c) During annual open season, the prime/team leader may restructure its team, to include changing subcontractors to team members, changing team members to subcontractors, revising teaming arrangement(s), and/or adding new team members/subcontractors as needed. In rare instances, unforeseen and/or urgent additions of team members and/or subcontractors outside of annual open season may be approved. Approval shall only be given by the contracting officer. The Government reserves the right to solicit for new contractors during the annual open season. However, an open season solicitation may not be issued during every annual open season.

(5) LABOR CATEGORIES AND ACCOMPANY RATES:

The prime/team leader shall maintain an accurate team file utilizing MS Excel and listing the following information: Prime, Team

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members, Subcontractors, business size status, applicable GSA Schedule Numbers, and a current schedule of GSA labor categories and GSA job descriptions, rates, minimum education and minimum experience requirements for the prime/team leader and each team member. The prime/team leader shall update the team file and provide revisions to the PCO as changes occur.

**(6) ORDERING PROCEDURES FOR TASK ORDERS:**

(a) Only an authorized Contracting Officer can issue a task order (TO) under this agreement. Delivery or performance of services/supplies shall be made only as authorized by written TOs issued in accordance with this agreement. All TOs are subject to the terms and conditions of the agreement. In the event of conflict between a TO and the agreement, the GSA contract will take precedence. The Government shall award Time and Material and Firm Fixed Price type task orders under this agreement to include Fixed Price Level of Effort. The Government intends to use electronic commerce methods to the maximum extent practicable for TOs.

(b) TOs may be issued on either a competitive or non-competitive basis. Regardless of whether the TO is competitive or non-competitive, electronic, oral or written quotations may be required by the Contracting Officer. In addition:

(1) The Government reserves the right to make award based on initial offers without holding exchanges with offerors.

(2) TO award(s) will normally be made to the offeror(s) who is determined to best meet the needs of the Government after consideration of all evaluation factors, and is considered to be the best value. Best value is defined as the procurement process that results in the most advantageous acquisition decisions for the Government and is generally performed through an integrated assessment and trade-off analysis utilizing quality factors such as technical approach, past performance, management approach, and personnel/corporate experience, and cost/price factors. Evaluation factors for specific efforts will be set forth in the individual Task Order Request for Quotation (TORFQ).

(3) Contractors are strongly encouraged but are not required, unless otherwise directed by the Contracting Officer (CO), to provide offers on all competitively solicited TOs.

(4) Offerors are cautioned that in conducting the TO evaluation, the Government may use data provided by the offeror in its quotation as well as data obtained from other sources (e.g., Dun and Bradstreet reports, DCAA audits, available industry market rates for labor and overhead), including previously awarded TOs. While the Government may elect to consider data obtained from other sources, the burden of providing thorough and complete information rests with the offeror.

(5) It is the Government's intent to provide awardees a fair opportunity to be considered for all TOs. However, awardees need not be given an opportunity to be considered for a particular TO if the Procuring Contracting Officer (PCO) determines that in accordance with FAR 8.405-6 and FAR 16.505(b):

(i) The agency's need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;

(ii) Only one such contractor is capable of providing such supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(iii) The order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a TO already issued under the agreement or through exercise of option periods specified in the original TO, provided that all awardees were given fair opportunity to be considered for the original TO.

(c) Request for Quotation (RFQ): When the Government has a requirement for services to be performed under this agreement, the Contracting Officer will issue a Task Order RFQ (TORFQ) which will include the following:

(1) Request for quotation number and title;

(2) Contract number;

(3) Background of requirement;

(4) Objective;

(5) Services required to be performed;

(6) Items to be delivered; delivery schedule/performance period; and pricing arrangements; may include estimated hours; (i.e. technical reports, presentation materials, quality assurance report) The contractor shall provide deliverables and/or reports as specified in each TO;

(7) A listing of Government furnished property to be provided to the Contractor, if applicable, and other special provisions;

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(8) Security classification designated for the task(s) to be performed;

(9) Procedures for evaluation, if competitive (as considered appropriate in light of the dollar value, complexity, and duration of work for the TO);

(10) Type of quotation (generally electronic via email);

(11) Identification of key personnel;

(12) Resumes (if required);

(13) Option exercise period and option period of performance (if applicable).

(d) Submission of Quotations - Upon receipt of an TORFQ, the Contractor shall:

(1) Acknowledge receipt of the TORFQ;

(2) Furnish a quotation, unless otherwise specified by the Contracting Officer, within five working days. Quotations received after date and time of quotation due date stated in the TORFQ will not be considered unless it is determined to be in the best interest of the Government;

(3) Submit electronic copies of the quotation to the contract specialist listed on the RFQ (via email);

(4) In the event of an urgent requirement, the Contracting Officer may contact the Contractor by email, telephone, including data facsimile, or any means available requesting a quotation. In response, the Contractor shall comply with the following:

(i) The Contractor shall provide an electronic quotation (unless oral presentations are solicited) within one (1) workday by email or data facsimile. The Contractor's quotation shall be in accordance with the format set forth in subparagraphs (5), below;

(ii) The Contractor shall not proceed with any work pursuant to this section until he has received a formal task order award from the Contracting Officer; and,

(iii) The task order shall be considered accepted by the Contractor unless rejected in writing within three (3) workdays after issuance.

(5) The Contractor's quotation, to include quotations submitted in response to urgent requirements, shall include a complete cost breakdown and may include the following:

(i) Technical approach to accomplish the task;

(ii) Estimated number of labor hours and cost by category;

(iii) Rationale for the labor categories, skill levels and number of hours proposed; (NOTE: At no time shall the Contractor propose or utilize a higher labor category than is required to adequately perform the specific task.);

(iv) Travel, Direct Material, and/or Other direct costs, (travel destination(s) shall be specified); (Note: if any material costs are required IAW specific SOW requirements, such costs shall be specified and justified);

(v) Proposed schedule of performance;

(vi) Required Government furnished property/materials/data, to include any property/materials/data identified in the TORFQ to be furnished by the Government;

(vii) Subcontracted effort supported by a breakout in the same detail as delineated above; and,

(viii) Statement of work (SOW) and CDRL(s) set forth in the TORFQ. (NOTE: Contractor exceptions to the Government SOW and/or CDRL requirements will be identified in the Contractor's quotation with supporting rationale.)

(e) Under certain circumstances items NOT on a GSA Schedule contract are included in a task order quotation. Open market items are also known as incidental items, non-contract items, non-schedule items, and items not on a GSA Schedule contract. In accordance with FAR 8.402(f), for administrative convenience, an ordering activity contracting officer may add items not on the GSA Schedule contract - i.e., open market items - to a GSA Schedule Blanket Purchase Agreement (BPA) or an individual task or delivery order only if:

(1) All applicable acquisition regulations pertaining to the purchase of the items not on the GSA Schedule contract have been

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followed (e.g., publicizing (FAR Part 5), competition requirements (FAR Part 6), acquisition of commercial items (FAR Part 12), contracting methods (FAR Parts 13, 14, and 15), and small business programs (FAR Part 19);

(2) The ordering activity contracting officer has determined the prices for the items not on the GSA Schedule contract are fair and reasonable;

(3) The items are clearly labeled on the order as items not on the GSA Schedule contract; and,

(4) All clauses applicable to the items not on the GSA Schedule contract are included on the order.

NOTE: Indirect/Material Costs: BPA offerors are prohibited from including any G&A burdens or material handling costs on any costs submitted in response to a RFQ for their own costs, their team costs, or subcontractors. Offerors are not entitled to any burdens (e.g. G&A, material handling costs) not specifically described in their GSA Schedule contract. These indirect costs cannot be added to any proposed labor, travel or material/supplies/ODCs. If a BPA offeror includes any of these indirect costs in their quotation, they will not be allowed. The only exception will be if the offeror can substantiate the G&A burdens or material handling costs/fees, by furnishing the page or pages out of their current GSA schedule displaying where the charges are allowed. See FAR 52.212-4, Contract Terms and Conditions - Commercial Items, Alternate I (Oct 2008) included in full text on page 35 below. The Alternate I version of FAR 52.212-4 will apply to all task orders awarded on a time and materials basis.

(7) AWARD OF TASK ORDERS UNDER THE BPA:

All work under this agreement shall be performed only to the extent authorized by discrete Task Orders that have been approved by the Contracting Officer. The basis for award of competed orders will be specified in the RFQ applicable to the order being competed. Orders will be awarded on a best value basis to the Offeror whose quote on any given order is deemed to constitute the best value to the Government. All task orders will be split into two Domains (whether PES, LOGWORLD, MOBIS):

(a) Domain 1: Task Orders estimated to be less than or equal to \$600K per year.

(b) Domain 2: Task Orders estimated to be greater than \$600K per year.

i) If estimated to be less than or equal to \$600K/year, a large business can propose but must offer up a small business teammate as a Direct Award. The Direct Awardee must perform at least 35% of the work per year, as measured in dollars.

ii) If a requirement is solicited as greater than \$600K, but offers come in under \$600K, the requirement will be re-solicited in Domain 1.

iii) Small Business BPA holders can propose in either Domain.

(8) ISSUANCE OF TASK ORDERS:

(a) These ordering procedures apply to all Task Orders (TOs) issued under this agreement. Any services to be furnished under this contract will be ordered by issuance of written TOs.

(b) Upon receipt of the quotations, the Contracting Officer will:

(1) Issue task orders based upon the quotations furnished;

(2) Negotiate with the Contractors prior to issuing task orders; or,

(3) Reject the quotations and cancel the requirements.

(c) Task orders will be issued on SF 1449 "Solicitation/Contract/Order for Commercial Items." Task Orders may be issued in writing, orally, by facsimile, or by electronic commerce methods (preferred).

(d) Task orders will be consecutively numbered, dated, and will include, as applicable, the following information:

(1) Identification of the Ordering Activity;

(2) Applicable CLINS being ordered including the quantity, unit price, extended price and the total;

(3) Contract number and task order number;

(4) Item number and description;

(5) Funding for the priced CLINS ordered to include funding of the Travel CLIN;

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(6) Statement of work;

(7) Schedule of performance; Dates and locations for the services required;

(8) Government furnished documents/material;

(9) Deliverables as defined in a CDRL or incorporated into the scope of work;

(10) Total estimated cost (ceiling price);

(11) Any special conditions, i.e. security requirements, which would apply to the specific order and/or the location;

(12) Point of Contact and Contracting Officer Representative (COR) for that location and the administrator of the Task Order, including their phone numbers and email addresses;

(13) Invoicing procedures to include the payment office and the address where invoices must be sent.

(e) All work specified shall be performed in the most economical and expeditious manner by skilled personnel and shall be in conformity with the highest standards and practices.

(9) REQUIREMENT FOR SUBCONTRACTING WITH SMALL BUSINESSES:

(a) Large business primes will be required to utilize U.S. Small Businesses for at least 15% of the total dollar value of the orders issued in the ordering period from 30 Jan 2011 through 29 JAN 2012. The U.S. Small Businesses may be either the prime contractor's teammates or 1st tier subcontractors. Large business prime contractors must still comply with their small business subcontracting plans filed with GSA.

(b) The Government will review the Contractor's compliance with the 15% of Small Business subcontracted effort and their direct awards to small businesses on an annual basis. See the description of Award Term Clause below.

(10) EXPIRATION DATE:

This BPA will continue at the discretion of the Government in accordance with the Period of Performance provision of this BPA provided the prime contractor maintains a current GSA schedule. Any order issued prior to the expiration date of this BPA or the FSS contract (whichever is earlier) and not completed within that time shall be completed by the contractor within the time specified in the task order. The contractor is required to abide by the terms and conditions of this BPA until the conclusion of the task order performance period. The contractor shall not enter into a task order or respond to a solicitation in which the performance of such is based on an expired GSA schedule.

(11) BPA TERMINATION:

This BPA may be terminated by the Government at any time provided at least 30 days advance written notice is provided to the contractor. The contractor, with the written consent of the PCO, may terminate this BPA with at least 30 days written notice. The parties agree that termination of the BPA does not constitute termination of any active task order issued prior to this the termination notice. Active task orders may be terminated in accordance with FAR 52.212-4.

(12) AWARD TERM CLAUSE:

(a) The award term concept is an incentive that permits extension of the contractual performance period provided for under the BPA beyond the base period for exceptional performance. The BPA team may earn extensions to the BPA performance period on the basis of performance during the previous evaluation periods. During each year of performance, the quality of performance by each BPA team will be assessed to determine if it is in the best interest of the government to continue with the BPA relationship. Additional one (1) year BPA performance periods may be awarded during each year based on how the contractor has performed against the following criteria:

(1) Task Order Performance;

(2) Actual performance versus proposed goals for:

(i) Direct awards to small business team members; and,

(ii) Small business subcontracting;

(3) Responsiveness;

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## (4) Competitiveness.

(b) For purposes of the Governments evaluation of contractor performance, task order performance is the most important criteria and is substantially more important than the other three factors; the first being actual performance versus proposed goals for: (i) Direct awards to small business team members and (ii) Small business subcontracting; the second being Responsiveness; and the third being Competitiveness. Actual performance versus proposed goals, Responsiveness and Competitiveness are all approximately equal in importance. (For this new period of performance there is a goal of one small business direct award for each large business).

(c) Changes to the award term criteria may be made unilaterally by the Government prior to the beginning of each award term evaluation period, provided that the BPA team has been given at least 15 days advance notification of the change.

(d) Each BPA holder will provide a self evaluation of its performance in relation to the performance criteria in accordance with Exhibit D, Contract Data Requirements List, A001, entitled Performance Review Report.

(e) Performance will also be monitored by Government monitors. The self evaluation and the findings of the Government monitors will be reported to the ATDO (Award Term Determining Official). The ATDO will make the final decision on the award term and the BPA period of performance will be modified to reflect any extensions awarded.

(13) ANNUAL BPA ASSESSMENT (OPEN SEASON):

(a) The program will be reviewed annually to determine whether it would be appropriate to issue a solicitation for the purpose of adding additional BPA holders. If it is in the best interest of the Government, the PCO may conduct an open season competition to add additional BPA holders. During annual open season, the contractor may restructure its team, to include changing subcontractors to team members, changing team members to subcontractors, revising teaming arrangement(s), and/or adding new team members/subcontractors as needed. In rare instances, unforeseen and/or urgent additions of team members and/or subcontractors outside of annual open season may be approved. Approval shall only be given by the contracting officer.

(b) Period of Performance: The period of performance for this BPA is one-year. The BPA period of performance may be extended annually in accordance with the Award Term procedures described herein. The required period of performance for task orders awarded under this BPA will be specified in each task order. The total period of performance for a task order, including options, will not exceed four (4) years from the date of task order award.

(c) Place of Performance: The Contractor may be required to perform services ordered hereunder off-site (any facility or location utilized by the Contractor in performance of a task order issued against this BPA which is not under the control of a Government agency, e.g. Contractor's home or branch office) or on-site (any facility or location where performance is required or directed under a task order issued against this BPA which is not under the control of the contractor, e.g. U.S. Government base or installation, or other contractor facility) within the Continental U.S. (CONUS) or outside the Continental U.S. (OCONUS), as required by individual task orders.

(14) RIGHTS/GUARANTEES:

This BPA is issued with the understanding that it constitutes an agreement to affect the rights of the parties in the event the contractor is solicited and/or awarded a task order. This BPA shall not be construed as a guarantee on behalf of the government to solicit or issue a task order. The government reserves the rights to issue no Request for Quotations (RFQs), and no task order awards under this BPA.

(15) CONTRACT DATA REQUIREMENTS:

Contract data requirements shall be in accordance with DD Forms 1423, Contract Data Requirements Lists. Specific contract data requirements shall be specified in each task order issued, as required.

(16) RELEASE OF CONTRACT DATA DELIVERED UNDER THIS CONTRACT:

Data generated as a result of any task order issued IAW this BPA shall not be released to any agency other than those specifically listed in each Contract Data Requirement List(s), DD Form(s) 1423, set forth in each task order, without the express written consent of the Contracting Officer. If such consent is granted, the Contractor shall provide to the Contracting officer a copy of the transmittal correspondence.

(17) SECURITY:

(a) All Contractor personnel must maintain a favorable background investigation before accessing the TACOM databases and Local Area Network in accordance with Army Regulation AR 25-2 and AR 380-67. All information or data developed under this contract belongs to and is the property of the U.S. Government and shall be marked and handled as For Official Use Only (FOUO). The Contractor shall not release any information or data to third parties without the express written approval of the Procuring Contracting Officer. The Contractor shall

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have access to Government data for the accomplishment of work under this agreement. Contractors shall conform to all security requirements as specified in each TO and as detailed in the TO DD Form 254 (if required). A separate DD 254 is required for all TOs involving access to classified information. Internet site <http://www.classmgmt.com> contains a complete booklet with instructions on how to prepare and submit a DD Form 254. Prior to starting work on the contract, the Defense Investigative Service Clearance Office (DISCO) must determine the eligibility of Contractor personnel and grant them access to the highest level of classified information covered by the contract (security clearance). Contact your Facility Security Officer (FSO) or the G2, TACOM LCMC for assistance in initiating action to receive a security clearance. For assistance with the DD254, contact, G2, TACOM LCMC at 4-6262.

## (b) Army Information System (IS) Security Requirement:

(1) Contractor will comply with all Department of the Army Directives, AR 380-5, AR 380-67, AR 25-1, AR 25-2, AR 380-3, AR 380-10, Commander - US Army Garrison Michigan (USAG-M), Directorate of Information Management (DOIM) and Directorate Intelligence Security Division, memorandums, and numbered messages. All information systems (IS) require accreditation and certification and must be approved by the Designated Approval Authority (DAA). Approval is required prior to any IS connection to the network is accepted. Personnel requiring access to sensitive defense information, because of their duties in repairing or working on IS equipment or software, will be appropriately investigated based on the sensitivity of the Information Technology (IT) position held in accordance with AR 25-2. Before a technician can work on IT hardware/software, the background investigation must be initiated

(i) The requesting agency/contractor should have a contract with USAG-M and an on-site Information Assurance Security Officers (IASO). The IASO shall be knowledgeable of AR 25-2 and other security requirements, and would be the person responsible for that agency/contractor.

(ii) If remote access to Garrison-Michigan networks, hereby known as Garrison-Michigan networks, is needed for this agency/contractor to monitor Garrison-Michigan networks unclassified network, the agency/contractor must use a National Security Agency approved method to encrypt this information if it is sent/received outside this Command. The use of a commercial Internet Service Provider mail account or ftp for receipt or storage of government information is prohibited. A Terminal Server Access Controller System (TSACS) Account must be established and used for government email and installed on a government machine.

(2) The security measures below are consistent with Dept of the Army security policies and directives and are required to protect all associated Garrison-Michigan networks. The goal is to ensure the confidentiality, integrity, and availability of Dept of the Army automation assets and software and to reduce cracker, hacker, and malicious code attacks to the maximum extent possible.

(i) In accordance with (IAW) AR 25-2, agency/contractor employees must be designated as IT I, IT II, or IT III positions. Personnel who require access to sensitive and/or classified defense information because of their duties with an IS will be appropriately investigated based on the sensitivity of the IT position held in accordance with AR 25-2. Before assumption of IT duties, an SF85P or SF86 must be completed and sent by your Facility Security Officer (FSO) direct to Defense Security Service for each individual requiring access. A copy of the SF85P or SF86 must be sent to AMSTA-CM-SC for review, who will summarize their findings and provide same to the USAG-M Designated Approving Authority (DAA) who can grant interim access to agency/contractor employees if the required investigation has been submitted by your FSO to Defense Security Service (DSS) and a EPSQ receipt is faxed to AMSTA-CM-SC at DSN 786-6362, or (586) 574-6362 - AND if there are no derogatory issues found. The SF85P or SF86 copies can be mailed to: CDR U.S. Army TACOM, 6501 E. 11 Mile Road, ATTN: AMSTA-CM-SC, Warren, MI 48397-5000. Contractor will be responsible for submitting their required security investigations to DISCO. Upon request contractor will provide security investigation data to Directorate Intelligence Security Division, so their personnel can be incorporated into the Garrison-Michigan Security Clearance Roster.

(ii) Personnel assigned to IT-I positions must have completed an SF 85P and FP 258, have a favorable local review, and have initiated the (National Agency Check with Local Agency and Credit Checks (NACLC), and proof of the initiation of the Single Scope Background Investigation, before access to a Department of the Army automation network and information can be granted.

(iii) Personnel assigned to IT-II & III positions must have completed a SF 85P and FP 258, have a favorable local review, and have initiated the (National Agency Check with Local Agency and Credit Checks (NACLC).

(iv) All agency/contractor employees who have access to Garrison-Michigan IS must complete Computer User Information Awareness Training annually. Proof of completion will be retained by the IASO.

(v) All agency/contractor employees who have access to Garrison-Michigan IS must each read and sign a copy of Acceptable Use Policy (AUP) annually. Proof of compliance will be retained by the IASO.

(vi) IAW Garrison-Michigan directives submit the required completed forms for all agency/contractor employees that require Garrison-Michigan network(s), and TSACS, access. The required forms are available in the Outlook Forms crib and are below as an attachment.

a) New MGNET Account;

b) Trusted System Application (TUA 12) with attachments;

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c) Contractor/Vendor Terminal Server Access Controller System (TSACS) Account and Password Request;

d) An Accreditation and Certification process for each IS that operates within USAG-M must be reviewed by the Information Assurance Manager (IAM) and then forwarded to the DAA for final approval before connection is accepted.

(vii) IAW Dept of the Army Directives, AR 25-2, agency/contractor must have malicious code protection on their PC/s used to connect to the GARRISON-MICHIGAN networks. Malicious code protection must be monitored daily for updates and immediate implementation. USAG-M DOIM uses the most current version of Symantec Anti-virus software.

(viii) Report any malicious code problems or thefts of equipment, software, or code to the USAG-M Network Operations Center (NOC) IASO. The IASO will forward automation security concerns to his/her supporting Information Assurance Manager (IAM).

(ix) Secure the computer equipment and information associated with this contract in a locked office or container, and locked building.

(x) Ensure only personnel designated to work on this contract have access to the computer equipment and information.

(xi) Foreign Nationals must not have access to this equipment and information.

(xii) Identify the physical security measures (i.e. locked office, locked buildings, building alarms etc.) in place to protect the contract-associated equipment and information at the agency/contractor location. Provide a short description and diagram.

(xiii) DOIM Helpdesk, when issuing an agency/contractor e-mail accounts, will ensure that their names, when displayed, show they are contractors and not government employees.

(xiv) Access for agency/contractor will be limited to the TUNET and servers directly related to their contract work.

(xv) Each agency/contractor employee associated with this contract must have a unique Department of the Army issued password and user ID. User IDs and Passwords will not be shared among employees.

(xvi) Coordinate with USAG-M Directorate of Information Management (DOIM) to ensure computers used by the agency/contractor are properly configured to work with TSACS and the TUNET.

(3) On completion of the project/contract the agency/contractor will notify the USAG-M IASO, who will then notify the DOIM Information Assurance Team and DOIM Helpdesk, so all network, and TSACS access can be terminated.

(4) POC for this action is Mr. Paul Gayan, IMNW-MIG-IMS, (586) 574-5561.

**(18) SOLICITATION/TASK ORDER OMBUDSMAN:**

The TACOM LCMC has established the office of Ombudsman to assist industry in removing unnecessary and burdensome requirements from TACOM LCMC acquisitions. If you feel that this BPA or any task order issued under the resulting BPA contains improper elements or can be further streamlined to promote more efficient use of taxpayer dollars, you should first identify these issues to the Procuring Contracting Officer. If the PCO is unable to resolve your concerns satisfactorily, or cannot do so in a timely manner, you are encouraged to call the TACOM Ombudsman, LaRuth Shepherd at (586)574-6597.

**(19) NON-PERSONAL SERVICES:**

(a) No personal services shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments, and daily work direction, shall be given by the applicable employee supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

(b) As stated in FAR Subpart 7.5, the Contractor shall not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

(c) All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression that they are Government officials. They must also ensure that all documents or reports produced by contractors are suitably marked as contractor

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products or that contractor participation is appropriately disclosed.

(d) The services to be performed under this agreement do not require the Contractor or its employees to exercise personal judgment and discretion on behalf of the Government, but rather the Contractor's employees will act and exercise personal judgment and discretion on behalf of the Contractor.

(e) The Contractor shall insure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

**(20) TASK ORDER LABOR CATEGORY/HOURS:**

Each task order shall set forth approved labor categories, labor hours, and any other travel/direct material/other direct costs, as applicable, identified separately for the prime/team leader and any team member/subcontractor(s). The Contractor shall not utilize any labor category not specified in the task order. If additional labor categories and/or hours are required during performance of the task order, the Contractor shall provide notification to the Contracting Officer. A separate CLIN/SLIN may be established for labor hours, travel, direct materials, and other direct costs. Travel, direct materials, and other direct costs (and associated indirect costs) CLIN/SLINs shall be reimbursed at cost, no fee (or any G&A burden) or in accordance with the provisions of the FSS schedule (as applicable).

**(21) INSURANCE COVERAGE:**

(a) The Contractor shall procure and maintain the following minimum insurance during the period of performance of this contract in accordance with FAR 52.228-5, Insurance Work on a Government Installation:

(1) \$500,000 per accident for bodily injury;

(2) No property damage general liability insurance is required.

(3) Automobile Insurance (comprehensive form of policy) is required: \$200,000 per person; and \$500,000 per accident for bodily injury; and \$20,000 per accident for property damage.

(4) Standard Workmens Compensation and employers Liability Insurance. A minimum amount of \$100,000 is required under the contract.

(b) Prior to contract commencement, the Contractor shall furnish to the CO a certificate or written statement certifying compliance with the above required insurance coverage. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the interests of the Government shall not be effective for such a period as the laws of the State in which this contract is to be performed prescribe, or until 30 days after the insurer or the Contractor gives written notice to the CO, whichever period is longer.

(c) The Contractor agrees to insert the substance of this clause, including this paragraph, in subcontracts under this contract that require work on a Government installation.

**(22) GOVERNMENT FURNISHED PROPERTY:**

(a) The Government may furnish to the contractor for use in the performance of this BPA, the property set forth in the individual task orders in accordance with the requirements of FAR 52.245-1.

(b) Any Government Furnished Property/Equipment required for a specific task order will be set forth in the order.

**(23) TRAINING OF CONTRACTOR EMPLOYEES:**

The Contractor shall provide only fully trained, experienced and technically proficient personnel. The Contractor shall not bill for labor hours or travel costs associated with Contractor employee training unless specifically required and authorized in a task order; however, with appropriate Government approval Contractor employees may be allowed to attend Government sponsored training at the Contractor's expense.

**(24) KEY PERSONNEL:**

Contractor Personnel serving in program management roles are considered to be critical to the successful performance of this BPA. Prior to replacing key personnel to the BPA or task orders, the contractor shall provide written notice to the contracting officer. The advance notice shall detail the proposed changes and demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced. This requirement is applicable to both prime

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contractor/team leader and team member/subcontractor key personnel.

**(25) CONFLICTS OF INTEREST:**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest (OCI), as defined in FAR 9.5., Organizational and Consultants Conflicts of Interest, or that the Contractor has disclosed all such relevant information.

(b) The Contractor agrees that if an actual or potential OCI is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict.

(c) The Contracting Officer may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an OCI. If the Contractor was aware of a potential OCI prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(d) The Contractor shall include this clause in all subcontracts and in lower tier subcontracts unless a waiver is requested from, and granted by, the Contracting Officer.

(e) In the event that a Task Order is issued to the Contractor that would require activity that would create a potential conflict of interest, the Contractor shall:

(1) Notify the Contracting Officer of a potential conflict, and;

(2) Recommend to the Government an alternate tasking approach which would avoid the potential conflict, or

(3) Present for approval a conflict of interest mitigation plan that will:

(i) Describe in detail the Task Order requirement that creates the potential conflict of interest; and

(ii) Outline in detail the actions to be taken by the Contractor or the Government in the performance of the task to mitigate the conflict, division of subcontractor effort, and limited access to information, or other acceptable means.

(4) The Contractor shall not commence work on a Task Order related to a potential conflict of interest until specifically notified by the Contracting Officer to proceed.

(5) If the Contracting Officer determines that it is in the best interest of the Government to issue a Task Order, notwithstanding a conflict of interest, a request for waiver shall be submitted in accordance with FAR 9.503.

**(26) ADDITIONAL CONTRACTOR REQUIREMENTS:**

(a) The Contractor shall not employ any personnel for work on this contract who would create a conflict of interest or pose a potential threat to the operational mission or security of the installation and/or its population. Further, the Contractor agrees to use only United States Citizens and employees without felonious criminal history.

(b) Upon notification by the Government, the Contractor shall immediately agree to remove from the contract any employee(s) not performing IAW the requirements set forth herein. This may be due to lack of demonstrated skill or for failure to comply with applicable instructions, directives, regulations, or policies. The Contracting Officer may require the Contractor to remove from the job those employees who endanger persons or property; those who manufacture, distribute, dispense, possess or use controlled substances at the work site; and those whose continued employment under this contract is inconsistent with the interest of military security.

(c) The Contractor agrees to provide employees who are willing to make effective use of available work time to accomplish assigned tasks, to work 40-hour workweeks, Monday through Friday, coinciding with applicable Federal Holidays, and the normal working hours within the area assigned, mandatory overtime if necessary, and second or third shift if mission needs dictate. Contract employees, however, are not authorized to work in Government work areas unless Government employees are present, to include periods of overtime and/or shift changes.

(d) All Contractor employees will be required to wear prominently-displayed identification, showing the name of the Contractor, the name of the employee, and the word CONTRACTOR, at all times.

(e) Contractors will be required to answer all telephone calls (and to present themselves at any meetings attended) by identifying themselves with the name of the Contractor, the employee name, and by stating that he/she is a Contractor. Example, "ABC Resources, I am Contractor John Doe."

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(f) Contract employees are not allowed periods of Administrative Leave that are granted to Government employees by local Commanders for attendance at various Government functions, early holiday dismissals, etc. Instead, contract employees will have the option of remaining at the work site, taking vacation time, or taking time off without pay, subject to mission requirements, as determined by the Contractor Employee's Management and coordinated with the Government Contracting Officer Representative (COR).

(g) The Contractor is responsible for obtaining all necessary Security and Access credentials for new contracted employees, prior to the reporting date. Copies of completed Security documents, and any supporting material (copies of court dispositions, etc.), are to be hand-carried to the Security Office, by the new employee, after obtaining an access badge. All documents must be presented to obtain an appropriate Contractors Security Badge. Upon completion and/or termination of a contract employees employment, the Contractor is responsible for insuring all Security ID badges (i.e., Contractors Badge and CAC Card), car decals, and any other property of the Government is returned to the Government COR in a timely and expeditious manner, for appropriate disposition. NOTE: Failure to comply with this requirement will result in appropriate legal action.

(h) In the event of catastrophic computer failure or otherwise unavoidable, significant, and unforeseen workload delays, the Government reserves the right to put the Contractors services on hold until such time as work can again commence. During such times the Contractor employees will not be required to report to work and the Government will not be charged for services.

(i) Contractor personnel will be required to document all work performed and hours worked on the appropriate forms. Completed forms will be reviewed, verified, and signed by the COR.

(j) The contractor shall comply with all applicable Occupational Safety and Health Standards (OSHA) Standards, technical orders, regulations, and referenced publications. The contractor shall comply with the highest degree of safety protection where any disagreements exist. Accident prevention and safety practices on contractual work under the jurisdiction of the Contracting Officer are the responsibilities of the contractor concerned. The Contractor shall brief all employees on proper safety and accident reporting. The Contractor shall provide all occupational health services to his employees. Contractor employees shall be instructed to notify the Contractors contract manager of potential or existing occupational health hazards that require attention.

(k) Unscheduled gate closures by the Security Police may occur at any time causing personnel entering or exiting a closed military installation to experience a delay. This cannot be predicted or prevented. Labor hour employees are not compensated for unexpected closures or delays privately owned vehicles belonging to contractor personnel are subject to search pursuant to applicable regulations. The award of this agreement does not create a right to have access to any military installation. Any violation of an installation regulation or of state or federal statute may result in the termination of the privileges to enter the military installation.

**(27) RULES AND REGULATIONS ON A GOVERNMENT FACILITY:**

(a) Rules and regulations outlined in this agreement and TOs shall apply to the Contractor, including its employees and any subcontractors, while on the premises of the customer agency. These regulations include presenting valid identification for building entrance and obeying all the rules and regulations provided by the agency.

(b) If work is to be performed in a restricted area, Contractor personnel shall be escorted at all times. Contractors shall comply with the safety rules of the Government installation that concern related activities not directly addressed in this agreement. The Contractor shall take all reasonable steps and precautions to prevent accidents and preserve the life and health of Contractor and Government personnel connected in any way with performance under this agreement.

**(28) INTERPRETATION OF CONTRACT REQUIREMENTS:**

If the Contractor finds clarification necessary with respect to the scope of the services to be performed or manner in which the services are to be performed hereunder, he shall request such clarification from the PCO. No interpretation of any provision of this contract, including applicable specification, shall be binding on the Government unless furnished or agreed to in writing by the PCO.

**(29) INVOICE/BILLING PROCEDURES:**

(a) Invoices shall be prepared in accordance with paragraph (g) of FAR Clause 52.212-4 - Contract Terms and Conditions Commercial items.

(b) If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. The 85 percent notification shall also be sent to the contract specialist and COR.

(c) The contractor shall prepare all invoices at the contract/subcontract line item (CLIN/SLIN)/ACRN level and so specify on all invoices submitted. Likewise, the Paying office will ensure that all invoices are disbursed as indicated on the invoices.

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(d) The contractor shall identify on each invoice: (1) the contract number, (2) the task order number, (3) the CLIN/SLIN and/or CLIN/SLIN number, (4) the accounting classification reference number (ACRN) assigned to the accounting classification which pertains to the charges billed, e.g. "ACRN: AA," and (5) the PRON; and (6) in the address block, the contractor Taxpayer Identification Number, point of contact, and telephone number.

(e) The Department of Defense requires that the Taxpayer Identification Number (TIN) be placed on all certified payment vouchers, including non-profit organizations, when submitting payment to the disbursing office. The only exception is foreign vendors, which will have the word "foreign" in the TIN field. Invoices will be returned to the vendor without payment if a TIN is not provided.

(f) Billing labor rates shall reflect the current GSA FSS rate less any applicable discount provided at the BPA or task order level.

(g) Direct Materials: Reimbursement of direct materials shall be limited to materials specifically stated and defined in the task order SOW which enter directly into the deliverables, or which are used or consumed directly in connection with the furnishing of the deliverables.

(h) Material Handling/Burden Costs: All material handling/burden costs shall be included in the contractors loaded labor rates and shall be in accordance with the GSA schedule. No other indirect costs (G&A burdens) shall be allowable under this agreement and any TOs awarded unless the contractor provides official documentation (page) from their current applicable schedule, that states otherwise.

(i) Other Direct Costs (ODCs) - Backup documentation for ODCs shall be provided for review and examination at Government request.

(1) Travel: The contractor will be reimbursed for travel expenses incurred by its employees performing work under individual task orders in accordance with the Joint Travel Regulations (JTR) and the following:

(i) Transportation within the Continental United States (CONUS) and Outside the Continental United States (OCONUS) shall normally be made by commercial carrier and cost paid by the Contractor, subject to reimbursement on presentation of properly certified claims in accordance with the Contractor's travel policies and method of billing as set forth in the Contractor's FSS schedule.

(ii) Transportation by personal or rental automobile may be used when determined by the COR/TM to be the most economical method of transportation.

(iii) The Contractor shall not be reimbursed as a direct charge under this BPA for any costs of transportation for on base travel on U.S. Government facilities. The Contractor shall not be reimbursed for costs associated with Contractor personnel travel to and from their place of residence to their primary duty station. Local travel in performance of a task order will be reimbursable on a case-by-case basis at the contracting officer's discretion.

(iv) All allocable and allowable travel (including per diem) will be billed in accordance with the Joint Travel Regulations (JTR) and the Contractor's cost accounting system.

(v) The Government will only reimburse for airfare associated with R&R Travel IAW JTR, which is one (1) time every twelve (12) months.

(2) The contractor shall be reimbursed as a direct charge under this BPA for necessary costs associated with deployment of contractor personnel to include items such as dental pantographs, physical exams, immunizations (applicable to country locations), eye glass inserts for protective masks, training, and specialized clothing and equipment. These costs will be negotiated on a case-by-case basis.

(3) Any Other Direct Costs (ODCs) reimbursable under this BPA shall be identified and authorized at the task order level before award.

(j) Hours claimed for payment and included in invoices shall be separately identified to the period in which they were incurred for verification and comparison with the Performance and Cost Reports.

(k) Billing Period - Vouchers shall be submitted with a frequency no greater than once per month. However, the Government may allow billing every two weeks, on a case-by-case basis.

**(30) SPECIAL CONTRACT REQUIREMENTS:**

(a) DEPLOYMENT: Contractor employees that are required to work in a contingency location are authorized the following payments applied to their wages:

(1) Hazardous Duty Pay;

(2) Danger Pay;

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## (3) Hardship Pay:

The rates applied will be the allowable rates as determined by the State Department for the area of operation.

(b) See clauses included by reference on page 34 below for provisions related to contractor employees that are required to work in contingency locations. The clauses on page 34 are incorporated into this BPA by reference. They may be viewed in full text at <http://farsite.hill.af.mil/>.

(c) 52.232-4005 INVOICE INFORMATION REQUIREMENT (Jan 1988) (TACOM): On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

## (d) 252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE:

(1) Definition. "Contracting Officer's Representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(2) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

## (31) Expedited close-out procedures of individual task orders:

Both the Government and Contractor have agreed to expedite close-out of awarded task orders within 90 days of the service completion date of task orders that do not have subcontracts, and 120 days with those that do involve subcontractors. Furthermore, within 90 days of the service completion date (or 120 days if a subcontractor is involved), all GFE/GFI will be returned by the contractor and the contracting office will email a notice to the contractor with their unliquidated dollar amount (ULO). The contractor will have 2 weeks (10 business days) to respond that they agree or disagree with the ULO amount. If they disagree, the amount will be negotiated and a close-out modification will be issued. If they do not respond, the task order will be closed and the dollar amount adjusted, via modification, at the Governments records.

## (32) TACOM Operations Security (OPSEC) Review Process:

OPSEC Review is required to evaluate government information (documents, video tapes, voice tapes, briefings, articles, or equipment) to determine if it can be designated for unclassified and unlimited (public domain) distribution. Before a government employee or contractor can release US Government information to the public, it must have an OPSEC Review. Please e-mail the Contracting Officer a copy of the press release your firm intends to release.

\*\*\* END OF NARRATIVE A0001 \*\*\*