

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 21-Jul-2010	4. REQUISITION/PURCHASE REQ. NO. M0008510SU00036	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY [REDACTED]	CODE M00264	7. ADMINISTERED BY (If other than item 6) DCMA Baltimore		CODE S2101A

217 EAST REDWOOD STREET, SUITE 1800
BALTIMORE MD 21202-5299

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Lockheed Martin Integrated Systems, Inc 6801 Rockledge Drive Bethesda MD 20817-1803		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4079-MUT1
		10B. DATED (SEE ITEM 13) 18-Jul-2008
CAGE CODE 4X260	FACILITY CODE 836196972	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

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

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]	
15B. CONTRACTOR/OFFEROR [REDACTED] (Signature of person authorized to sign)	15C. DATE SIGNED 29-Jul-2010	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED 30-Jul-2010

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK FOR

FINANCIAL AND ACCOUNTING SUPPORT FOR THE

MARINE CORPS FISCAL DIVISION

1.0 Scope. The scope of this effort is to provide on-going technical and analytical services in support of the Marine Corps' Fiscal Division, Accounting and Financial Systems Branch (RFA) to define and implement operating policy, quality standards, and to provide subject matter expertise (SME) and liaison to clients at disparate USMC operating sites (OPFORs). Additionally this effort will require support to RFA to ensure functional accounting processes for USMC Mobility Command (MOBCOM) and Reserve Commands. Tasks include technical and administrative support to develop a standard set of performance metrics and quality practices associated with the portfolio of systems/applications delineated at Attachment 2 (Quality Assurance and Surveillance Plan (QASP)), as well as to provide SME participation at Marine Corps, Dept. of the Navy (DoN), and Office of the Secretary of Defense (OSD) product teams and working groups. Principal task activities will focus on analytical efforts to define best business practices for RFA-sponsored products and systems, coordination with Joint sponsors and USMC clients, and implementation of new, or improved financial and accounting business initiatives based upon FY08 priorities. This will include a bottom-up assessment of current systems and applications using analytical tools and practices to quantify performance efficiencies and gaps; assessing the findings and develop recommendations and courses of action (COAs); and implementing selected COAs based upon guidance from RFA principals. Most work activities will be performed on-site in facilitated^[1] spaces at HQMC and DFAS Kansas City (see 2.1.4) with occasional travel to client sites and other DoN and OSD locations.

1.1 Background. The HQMC Fiscal Division (RFA) Accounting and Financial Systems Branch advises and assists the program sponsors, HQMC staff offices, and Marine Corps field comptrollers in all matters relating to accounting, supporting information systems, and program execution through on-going review and analysis. Historically, RFA support has encompassed development, implementation and maintenance of automated information systems (AIS) that support the finance and accounting functional areas, as well as the development and publication of policies and procedures for finance and accounting. In the AIS support area, efforts included review, or development of system change requests (SCR); identifying functional requirements; researching and documenting system problems, and testing/reviewing test output of changed system logic. For the finance and accounting policy and procedures area, this has included administrative and technical support to develop documentation required to implement and sustain accounting procedures, and practices required to provide timely, accurate and useful financial information. SME actions have included developing cost and rationale for prioritized projects to support passage or repeal of law; conducting assessments of DFAS policy and advising on procedural changes; influencing HQMC Manpower policies; formulating project recommendations; and supporting COA selection and execution.

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2.0 General Requirements. The Contractor shall provide continuous support for RFA financial and accounting initiatives as generally aligned with the percentage effort stipulated:

Activity – Anticipated Percentage	Para	Metric
· Technical Support for RFA Initiatives	50%	2.1.1
· Customer Relationship Management / SME Representation	10%	2.1.2
· Technical Management and Administration	10%	2.1.3
· Functional Accounting Support	30%	2.1.4

The scope of work associated with each of these task activities will vary by program precedent and volume throughout the performance period, although not substantially. The Contractor is responsible for providing suitable technical, analytical and acquisition expertise to support ongoing responsibilities delineated by activity, as well as variances in the scope of activities. The Contractor shall also appoint a technical manager to coordinate task activities and to serve as the overall expert for successful completion of this task initiative. Administrative support shall be provided as required on a matrix basis.

2.1 Specific Requirements.

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

1 The Contractor is responsible to provide financial systems expertise, accounting systems expertise associated with key RFA initiatives. This support includes but is not limited to:

a. Provide support in the development of quality systems performance metrics. This includes but is not limited to:

i. Develop tools to support but not limited to:

1. Tools to perform data queries to extract financial information from various mainframe and web based applications

2. Tools to perform analysis of financial information to identify and monitor financial trends, errors, and corrective actions

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ii. Performing analysis of systems supporting RFA to ensure:

1. Identification of performance indicators

2. Identification of quality performance indicators

3. Develop algorithms to effectively monitor and report performance indicators

4. Perform on site assessment of performance measures and provide:

a. Recommendations to enhance implementation

b. Ensure implementation of processes and systems

b. Provide support in training as required, but not limited to:

i. User training on new or modified systems functionality.

ii. User training on interpretation of performance measures reports and queries

c. Provide Subject Matter Expert support in the development and implementation a formal change management program. This support includes but is not limited to:

i. Assessing client systems requirements

ii. Vetting requirements through RFA, and both internal and external stakeholders

iii. Identifying and recommending Courses of Action

iv. Coordinate execution of defined program schedules

v. Producing and managing program documentation

d. Provide support in the maintenance, analysis and execution of existing databases, reports, performance measures, tools and documentation. This includes but not limited to:

i. Financial Operations Web based tools, reports and content

ii. Financial Improvement Initiative Web based tools, reports and content

iii. Report Net tools and reports

iv. Review and analysis tools and reports

2.1.2 Customer Relationship Management (CRM) / SME Representation. The RFA branch is responsible for supporting and ensuring that OPFOR clients and other stakeholders are thoroughly versed and proficient with the portfolio of financial and accounting systems under their aegis. Within this framework are requirements to develop and implement a formal CRM program built around defined standards of performance and quality. To accomplish this, the RFA branch must ensure consistency in policy and procedures, provide responsive solutions to client problems (e.g., both on the systems and the procedural sides), and resolve policy and regulatory

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issues with senior leadership, DoN, and OSD stakeholders. The Contractor is responsible for establishing a comprehensive portfolio management program for client assistance and systems support, problem resolution, and implementation of policy and procedural changes. This includes producing operating procedures, ensuring client proficiency levels, and acting on behalf of RFA leadership to resolve client cited problems and issues expeditiously. Moreover, the Contractor must coordinate an effective program for ensuring that local (client support site) interpretation and implementation of overarching guidance (e.g., DoN, OSD, CFR) and consistent with defined procedures and quality standards at client support sites.

2.1.2.1 In support of RFA's role of providing Customer Relationship Management support for the Operating Forces the contractor shall be required to provide the following services:

1. Provide SABRS Help Desk support to Operating Forces. This includes but is not limited to:

a. Managing the SABRS problem reporting organizational mailbox.

analysis of reported problems and determining resolution

b. Analysis of reported problems and developing solution

c. Provide problem resolution guidance applicable to all SABRS users

d. Perform analysis on requested table loads, validate accuracy of data elements, and load tables as required.

2. Perform analysis of system processes to ensure compliance with regulatory and policy requirements. This includes but is not limited to:

a. Perform SABRS compliance Analysis of Business Transformation Agency systems requirements, this includes

i. Identification of systems deficiencies

ii. Development of recommended systems solutions

iii. Testing of implemented corrective actions.

b. Provide support in the preparation of systems change requests this includes but is not limited to:

i. Analysis of functional requirements and required systems changes

ii. Identification of policy changes required to support changes

iii. Participate in Configuration Control Boards to provide technical expertise as required

c. Provide support in the preparation of systems user manuals, and standard operating procedures to support financial processes

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Technical Management & Administration. The RFA branch is responsible for establishing a cohesive technical management framework based upon their priority of FY08 initiatives. This includes ensuring appropriate level oversight and management of program requirements, preparation for formal reviews, oversight of prime vendor product quality, and coordinating actions among IPTs and other participating activities. Within this framework are requirements to establish a formal management program (e.g., quality, technical oversight, CRM) that ensures RFA initiatives are executed coincident with defined schedules and priorities. The Contractor is responsible for supporting the overall effectiveness of the technical management program by developing and maintaining a corresponding Work Breakdown Structure (WBS) consistent with program objective and ensuring (at a minimum) quarterly review of progress and labor usage. Additionally, this includes providing expert technical advisory assistance to program staff, maintaining program infrastructure (e.g., databases, library, exercise information), and producing associated products (e.g., memoranda, reports, supporting documentation) and deliverables delineated in the WBS activities. Key facets of management performance include developing formal processes for reporting performance, ensuring progress of task actions, interfacing with Government customers, and executing in accordance with quality assurance provisions. Specific responsibilities between the Government and Contractor, as well as a final schedule of activities and deliverables shall be coordinated within five (5) days of task order award, reviewed quarterly, and modified only through bilateral agreement

2.1.4 Functional Accounting Support.

2.1.4.1 In support of RFA's role of providing financial management support for the Marine Corps MCRATS and various Reserve Commands, the contractor shall be required to provide the following services but not limited to:

1. Provide SME to verify that financial documents are properly constructed.
2. Assess the accuracy of financial data and ensuring data is properly recorded.
3. Reconciling financial data between the various payment systems and identify deficiencies
4. Recommend corrective actions to ensure funds are managed in accordance with USMC SOPs
5. Identify and participate in the location of missing documents and ensure they are available to support final disbursement actions
6. Provide training to MOBCOM and Reserve Command components to ensure proper procedures are followed

2.1.4.2 In support of RFA's role of providing financial management support for the Operating Forces, the contractor shall be required to provide the following services, but not limited to:

1. Provide SME to review implemented financial process and report compliance with standard financial processes
2. Provide compliance reports to RFA as compliance with financial processes requirements
3. Provide SME to analyze documentation and alternate procedures for compliance with

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regulatory and policy requirements

4. Recommend changes in existing policies, procedures based on analysis of reviews, and site specific deviations from standard processes, organizations, and systems

2.1.4.3 In support of RFA's role of preparation of the USMC financial reports the contractor will be required to provide the following services, but not limited to:

1. Provide SME to review, analyze and recommend changes to financial statement preparation processes and procedures.
2. Provide SME to analyze financial processes and provide recommended performance measures, recommended performance and analysis reports.

The majority of the work for 2.1.4.1 will be performed at the DFAS site in Kansas City, MO where the majority of the MOBCOM are Reserve Command's transactions are processed, and the majority of the work for 2.1.4.2 will be performed at the DFAS site Kansas City MO where the majority of the accounting functions are performed.

3.0 Facilities, Travel and ODCs. Although daily work efforts will be performed on-site at HQMC, this effort will require the Contractor to provide facilities for meetings and IPTs (e.g., 20-40 personnel) as well as a suitable infrastructure to manage program requirements throughout the period of performance. Further, if specific models, software applications, etc. are to be included as separate ODC items, these items must be identified in the Contractor's proposal at the time of submission. Incidental item purchases outside those delineated at the BPA level must be pre-approved via the program sponsor (RFA) and the ACSS prior to purchase. Local travel is authorized and travel to operational sites (principally CONUS) may be required. Travel will be reimbursed in accordance with the Joint Travel Regulations and Federal Acquisition Regulations (FAR) 31.205-46.

4.0 Clearances. A satisfactory Secret clearance will be required for contractor employees assigned to this task with the exception of those providing direct support for the reconciliation and management of the MOBCOM and Reserve Command travel reimbursements, and documentation specialists. Contractor employees may start work after a satisfactory local background check has been completed, but issuance of a Secret clearance will be a requirement for continued employment. Status reporting of all clearance actions will be included within the Monthly Status/Summary Report. Any employee denied their Secret clearance will be removed from the task immediately and a replacement will be staffed within 30 days.

5.0 Monthly Reports. The Contractor shall provide a monthly report that summarizes overall performance under the task order. The report shall detail performance under each task of this SOW (2.1.1, 2.1.2, etc.) addressing completed tasks and the status of on-going tasks. For in process tasks, the Contractor shall identify accomplishments for the month, identify planned accomplishments for the coming month and potential risks that might negatively impact performance and proposed mitigation plans. Reports shall be submitted monthly on the 5th calendar day for the preceding month to the COR with a copy to the cognizant Contracting Officer.

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6.0 Period of Performance. The period of performance will be from 1 June 2008 through 31 May 2009 for the base year, with one 12-month option period.

^[11] Throughout the duration of the task, Contractor staff will be provided with workspaces, computers and necessary access (e.g., NMCI), email accounts, and telephones. Cellular phones, Blackberry's, and other personal devices are the responsibility of the Contractor and are not reimbursable as ODCs. Commuter expenses to HQMC are not reimbursable.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award IDIQ contract

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SECTION E INSPECTION AND ACCEPTANCE

E-1.1 The resulting task order shall designate a Contracting Officer's Representative (COR) who shall perform inspections and final acceptance for the Government. The COR, to be identified in Section G, is the only person empowered to inspect and accept work under this task order.

E-1.2 Inspection and acceptance of all services shall be performed by the Government. The payment shall not be made under this contract for services performed without formal acceptance by the COR.

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

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

E-1.5 Task order deficiencies shall be corrected within a time period agreed upon between the Contracting Officer and the Contractor. The deliverable will not be considered as having been accepted until such task order deficiencies have been corrected. Deficiencies in deliverables shall be corrected at no additional cost to the Government. If a time cannot be mutually agreed upon between the parties, the Contracting Officer reserves the right to unilaterally establish a date for delivery

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SECTION F DELIVERABLES OR PERFORMANCE

F.1. CLIN - DELIVERIES OR PERFORMANCE

F.1.1. The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

2000 8/1/2008 - 7/31/2009

3000 8/1/2008 - 7/31/2009

3001 8/1/2008 - 7/31/2009

F.1.2. The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

5000 8/1/2009 - 7/31/2010

6000 8/1/2009 - 7/31/2010

6001 8/1/2009 - 7/31/2010

F.2. PLACE OF PERFORMANCE: With the exception of paragraph 2.1.4.1 and paragraph 2.1.4.2 of the Statement of Work, daily work efforts will be performed on-site at Headquarters Marine Corps Fiscal Division (RFA) Accounting and Financial Systems Branch. The Contractor shall be required to provide facilities for meetings and Integrated Product Teams, as well as a suitable infrastructure to manage program requirements throughout the period of performance. The majority of the work for paragraph 2.1.4.1 will be performed at the Defense Finance and Accounting System (DFAS) site in Kansas City, MO, where the majority of the MOBCOM are Reserve Command's transactions are processed and the majority of the accounting functions are performed.

F.3. HOURS OF PERFORMANCE: The Government's normal hours of operation are between 0730 to 1630. The Contractor shall observe all Federal holidays at no cost to the Government unless notified otherwise by the Contracting Officer. The following Federal Holidays are observed by the Government:

New Years Day (January 1st)
Martin Luther King's Birthday (3RD Monday in January)
President's Day (3RD Monday in February)
Memorial Day (Last Monday in May)
Independence Day (July 4th)
Labor Day (1ST Monday in September)
Columbus Day (2nd Monday in October)
Veterans Day (November 11th)
Thanksgiving Day (4th Thursday in November)
Christmas Day (December 25th)

F.4. DELIVERABLES:

The Contractor shall provide a monthly report that summarizes overall performance under the task order. The report shall detail performance under each task of this SOW (2.1.1, 2.1.2, etc.) addressing completed tasks and the status of on-going tasks. For in process tasks, the Contractor shall identify accomplishments for the month, identify planned accomplishments for the coming month and potential risks that might negatively impact performance and proposed mitigation plans. Reports shall be submitted monthly on the 5th calendar day for the preceding month to the COR with a copy to the cognizant Contracting Officer.

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SECTION G CONTRACT ADMINISTRATION DATA

[REDACTED]

[REDACTED]

[REDACTED]

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G.4. USMC WIDE AREA WORKFLOW IMPLEMENTATION (AUG 2006)

To implement DFARS 252.232-7003, "ELECTRONIC SUBMISSION OF PAYMENT REQUEST (JAN 2004)", the United States Marine Corps (USMC) utilizes Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents electronically. The contractor is required to utilize this system when processing invoices and receiving reports under this contract/order, unless the provision at DFARS 252.232-7003(c) applies. *The contractor shall (i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration at <http://www.ccr.gov> and (ii) register to use WAWF-RA at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <https://wawf.eb.mil> site.*

[REDACTED]

[REDACTED]

[REDACTED] and receiving reports.

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

NOTE TO CONTRACTOR:

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

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

(End of clause)

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H.1. GENERAL

All terms and conditions of the SeaPort-e Multiple Award IDIQ contract shall be incorporated at award.

H.2. SUBSTITUTION OF KEY PERSONNEL

The Contractor agrees to assign to the contract those personnel whose resumes were submitted with its proposal, who are necessary to fill requirements of the contract. No substitutions shall be made except in accordance with this clause.

The Contractor agrees that during the first 120 days of the performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor shall promptly notify the COR and provide information explaining the revolving circumstances. After the initial performance period, all proposed substitutions must be submitted in writing, at least fifteen (15) days, thirty (30) days if a Security clearance is to be obtained, in advance of the proposed substitution to the COR, and provide the necessary information documenting the proposed substitutions capability to perform under this contract.

All requests for substitutions shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute, and any other information requested by the COR, needed by him/her to approve or disapprove the proposed substitution. All proposed substitutes shall have qualifications that are equal to or higher than qualifications of the person to be replaced. The COR shall evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

Key personnel are understood to be those individuals for whom resumes are submitted as in the Technical Proposal.

The Contractor shall make provisions to satisfy the Customer's periodic surge for work-related requirements. These requirements for personnel support shall be forecasted as futuristically as feasible, and no less than two weeks from execution.

H.3 ORGANIZATIONAL CONFLICT OF INTEREST

The term "Organizational Conflict of Interest" means the following: (1) Because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government; (2) or the person's objectivity in performing the contract work is or might be otherwise impaired; (3) or a person has an unfair competitive advantage. See FAR Part 9, Subpart 9.5.

The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest, as defined in FAR Part 9, Subpart 9.5.

The Contractor agrees that, if in the performance of this contract it discovers a potential organizational conflict of interest with respect to this contract, it shall make an immediate and full disclosure in writing to the Contracting Officer. This disclosure shall include a description of the action(s) that the Contractor has taken or proposed to take to avoid, eliminate, or neutralize the conflicts. In the event that the Contractor does not disclose a known potential conflict to the Contracting Officer, the Government may terminate the contract for default.

If the Contractor is directed by authorized Government personnel (e.g., by written tasks or verbal directions, in a program review or otherwise) to perform services, in which, the Contractor believes constitute a potential organizational conflict of interest, the Contractor shall notify the Procuring Contracting Officer (PCO) in writing. This written notification shall include the nature of the conflict of interest, and shall be submitted to the PCO within ten (10) days after receipt of the Government directive. A written determination shall be made by the PCO. The Contractor shall not expend any effort towards the performance of the services in question until this determination has been made or unless otherwise directed by the PCO.

If the Contractor assists under this contract in the preparation of a Statement of Work, or provides material leading directly, predictably, and without delay to a Statement of Work, to be used in the competitive procurement of a system or services, the

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Contractor shall not supply the services, or the system or major components thereof either as a prime or sub-Contractor or act as a consultant to the prime or 1st tier sub-Contractor, for a period of two years after the duration of the initial production contract, unless: (1) It is the Sole Source; (2) It has participated in the development and design work; or (3) More than one Contractor has been involved in preparing the work statement.

In the performance of this contract, the Contractor has access to data that is proprietary to other companies. Therefore, the Contractor agrees to protect such data from unauthorized use or disclosure so long as it remains proprietary. The Contractor further agrees that it will not utilize such proprietary data in supplying the systems, subsystems, or components thereof, procured either through sealed bidding or negotiating, which results directly from the work performed under this contract. The Contractor further agrees that it will not utilize such proprietary data in the performance of other contracts, so long as it remains proprietary. This provision is not intended to protect proprietary data furnished voluntarily by companies without limitations as to use, or data that falls into those provisions stated elsewhere in this clause.

In accordance with FAR 9.505-4(b), Obtaining Access to Proprietary Information, a Contractor that gains access to proprietary information of other companies in performing advisory and assistance services for the Government must agree with the other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished. The Contractor shall provide copies of these agreements to the Contracting Officer, who will ensure that they are properly executed.

The Contractor is obligated to protect from unauthorized use or disclosure all Government cost and budgetary information, sensitive or classified material and Government held proprietary data obtained in the course of performance of services under Government contract so long as such data remains proprietary or classified. Neither Government nor Contractor employed personnel shall publish, divulge, disclose or make known this information in any manner or to any extent not authorized by law. Any information obtained in the course of official duties or the performance of services under any contract whereby information may be made available for use which relates to the technical data, trade secrets, processes, operations, style of work, or apparatus, or to the identity, confidential statistical data, amount or source of any income, profits, losses, or expenditures of any person, firm, partnership, corporation, or association is included in this clause.

The Contractor agrees that it will not utilize any information or proprietary data, to which it has access in the performance of this contract, for any private gain or to furnish supplies or services to the Department of Defense (either as a prime Contractor or sub-Contractor) or act as a consultant to a potential offer, in connection with an item or other matter associated with and/or related to the equipment, components, sub-components, and/or piece parts of equipment to which the restrictive data applied.

The foregoing is not intended as an exhaustive list of situations, which might involve an organizational conflict of interest. For situations not described in this clause which might involve such conflict of interest the Contractor shall refer to FAR Part 9 and ask the Contracting Officer for a determination as to whether an organizational conflict of interest exists or might exist in the particular situation.

For the purpose of this clause, the term "Contractor" means the Contractor, its subsidiaries and affiliates, joint ventures involving the Contractor, any entity with which the Contractor may hereafter merge or affiliate, and any other successor or assignee of the Contractor.

The Contractor hereby agrees that their firm will not participate as a prime or sub-Contractor in any Department of Defense competitive procurements that result from the design specifications or other services performed under this contract, for a period of five (5) years after completion of the contract.

Nothing herein shall preclude the Contractor from contracting for or furnishing supplies or services that are unrelated to and not the consequence of services or data furnished under this contract.

The Contractor shall not release the results of the study/report in any form (interim, draft and final reports) to any person or agency, including those within the Department of the Navy, without prior written approval of the Contracting Officer except as specified in this contract. All interim, draft and final reports prepared by the Contractor under this contract shall conspicuously display on the outside front cover the following disclaimer: VIEWS, OPINIONS AND OR FINDINGS CONTAINED IN THIS REPORT ARE THOSE OF THE AUTHOR(S) AND SHOULD NOT BE CONSTRUED AS AN OFFICIAL DEPARTMENT OF THE NAVY POSITION, POLICY, OR DECISION UNLESS SO DESIGNATED BY OTHER OFFICIAL DOCUMENTATION.

H.4. SPECIAL CONTRACT REQUIREMENT REGARDING NON-DISCLOSURE OF INFORMATION

In the course of performing this contract/order, the Contractor may be or has been given access to and entrusted with various forms of information/data from a wide variety of sources which the Contractor

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would not otherwise be entitled to be in possession of. The information/data may be in the form of Source Selection Information as defined in Federal Acquisition Regulation (FAR) 3.104-3 (e.g., source selection plans, contractor proposals before being made public, ranking of proposals); other nonpublic sensitive Government information such as: proprietary information (e.g., information submitted by a contractor and identified as "Business Sensitive" with a restrictive legend per FAR 52.215-1); advanced procurement information (e.g., future requirements, statements of work, and acquisition strategies); trade secrets and other confidential business information (e.g., confidential business information submitted by a contractor); Government attorney work product; information protected by the Privacy Act (e.g., social security numbers, home addressees and telephone numbers of Government employees); and other sensitive information that would not be released by the Marine Corps under the Freedom of Information Act (e.g., program, planning and budgeting system information, workload data, and performance systems data). Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such Source Selection, Business Sensitive and/or proprietary data (collectively referred to herein as "the data").

This Special Contract Requirement implements Defense FAR Supplement (DFARS) 252.204-7000, "DISCLOSURE OF INFORMATION."

As a condition to receiving access to the data, the Contractor shall: (1) prior to having access to proprietary data, obtain the agreement of the applicable person or entity to permit access by the Contractor to such data; (2) use the data solely for the purpose of performing duties under this contract/order; (3) not discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any employee of the Contractor unless and until such person has executed an individual non-disclosure agreement at Attachment (A) to this contract/order; (4) not discuss with, disclose, release, reproduce or otherwise provide or make available the data, or any portion thereof, to any non-Government person or entity (including, but not limited to any subcontractor, joint venture, affiliate, successor or assignee of the Contractor), unless the Contracting Officer (and any company claiming the data is proprietary) have given prior written approval, AND the person receiving the data has executed an individual non-disclosure agreement similar to that at Attachment (A) to this contract/order; (5) establish safeguards to protect such data or software from unauthorized use or disclosure; and (6) indoctrinate its personnel who will have access to the data as to the restrictions under which access is granted. Any other use, disclosure, release or reproduction is unauthorized and may result in substantial criminal, civil and/or administrative penalties to the Contractor or to the individual who violates this special contract requirement or non-disclosure agreement.

Appropriate restrictive legends will be included by the Contractor on any copies and reproductions made of all or any part of the data and any data that is derived from, based upon, incorporates, includes or refers to the data. When the Contractor's need for such data ends, the data shall be returned promptly (within 10 business days) to the appropriate Government Program personnel. However, the obligation not to discuss, disclose, release, reproduce or otherwise provide or make available such data, or any portion thereof, shall continue, even after completion of this contract/order. Any actual or suspected unauthorized use, disclosure, release, or reproduction of such data or violation of this agreement, of which the company or any employee is or may become aware, will be reported promptly (within one business day) to the Contractor's Program Manager, who will inform the Contracting Officer within five business days of receiving the report.

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SECTION I CONTRACT CLAUSES

Except identified herein or elsewhere, all contract clauses of the SeaPort-e Multiple Award IDIQ contract are incorporated.

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed contract resulting from this solicitation.

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 60 days.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(e) The total duration of this task order, including the exercise of any options under this clause, shall not exceed five years.

(End of clause)

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

Attachment 1-DD254,Security Classification Specification

Attachment 2- Quality Assurance Plan and Surveillance (QASP)

Attachment 3- Individual Non-Disclosure agreement