

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
---	--	--------------------------	----------------------	--

2. AMENDMENT/MODIFICATION NO. 12	3. EFFECTIVE DATE 19-Dec-2013	4. REQUISITION/PURCHASE REQ. NO. N4142114RCF0036	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

NAVSUP FLC Norfolk, Detachment Philadelphia
700 Robbins Avenue, Bldg. 2B
Philadelphia PA 19111-5083
david.gagliardi1@navy.mil 215-697-9692

DCMA Manassas
10500 BATTLEVIEW PARKWAY, SUITE 200
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOOZ ALLEN HAMILTON INC 8283 Greensboro Drive McLean VA 22102		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
CAGE CODE 17038 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-EX04
		10B. DATED (SEE ITEM 13) 31-Dec-2009

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input 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) UNILATERAL MOD FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT / LIMITATION OF COST

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) GAGLIARDI DAVID, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY /s/GAGLIARDI DAVID (Signature of Contracting Officer)	19-Dec-2013

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NO0178-04-D-4024	EX04	12	2 of 3	

GENERAL INFORMATION

The purpose of this modification is to unilaterally exercise Option IV of the Task Order and to incrementally fund CLIN 4004.... Accordingly, said Task Order is modified as follows: A confirmed copy of this Task Order is attached to this modification for informational purposes only.

CONTINUING RESOLUTION FY14

Funding provided hereunder is subject to the Continuing Resolution Acts, if any, and the final FY 14 Appropriations Act passed by Congress. This funding is released for the period of time covered by the Continuing Resolution Act (CRA), in an amount proportionate to the period of time covered. Upon approval of further CRA(s), if any, funding is released for the period of time covered by the additional CRA (s), in an amount proportionate to the amount of time covered by any additional CRA(s). The funding becomes fully available upon passage of the FY14 Appropriations Act.

LIMITATION OF LIABILITY -INCREMENTAL FUNDING (JAN 1992)

This task order is incrementally funded and the amount currently available for payment of CLIN 4004 hereunder is limited to \$1,396,782.50 inclusive of fee. It is estimated that these funds will cover the cost of performance through 30 June 2014. Subject to the provisions of the clause entitled "Limitation of Funds" FAR 52.232-22 of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of \$1,396,782.50 shall arise unless additional funds are made available and are incorporated as a modification to this contract.

(End of Clause)

The Line of Accounting information is hereby changed as follows:

The total amount obligations obligated to the task is hereby increased from \$13,593,943.24 by \$1,500,000.00 to \$15,093,943.24.

CLIN/SLIN	Type Of Fund	From (\$)	By(\$)	To(\$)
400401	O&MN,N	0.00	1,396,782.50	1,396,782.50
600801	O&MN,N	0.00	86,920.00	86,920.00
600901	O&MN,N	0.00	16,297.50	16,297.50

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

The total value of the order is hereby increased from \$13,593,943.24 by \$2,825,583.90 to \$16,419,527.14.

CLIN/SLIN	From(\$)	By (\$)	To (\$)
4004	0.00	2,722,366.40	2,722,366.40
6008	0.00	86,920.00	86,920.00
6009	0.00	16,297.50	16,297.50

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NO0178-04-D-4024	EX04	12	2 of 3	

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	R710	Support for financial oversight of BTA/BEA and ERP for the period from 31 Dec 2009 through 30 Dec 2010 (O&MN,N)	1.0	LO			\$3,363,882.33
400001	R710	Incremental Funding. Document number N4142110RCF0001 applies (O&MN,N)					
400002	R710	Incremental Funding in support of CLIN 4000. Document number N4142110RCF0001 applies (O&MN,N)					
400003	R710	Incremental Funding in support of CLIN 4000. Document number N4142111RCF0003 applies (O&MN,N)					
400004	R710	Incremental Funding in support of CLIN 4000. Document number N4142111RCF0007 applies (O&MN,N)					
4001	R710	Support for financial oversight of BTA/BEA and ERP for the period from 31 Dec 2010 to 30 Dec 2011 - OPTION I (O&MN,N)	1.0	HR			\$3,463,213.46

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NO0178-04-D-4024	EX04	12	2 of 3	

400101	R710	Incremental funding in support of CLIN 4001 (O&MN,N)				
400102	R710	Incremental funding in support of CLIN 4001 (O&MN,N)				
400103	R710	Incremental funding in support of CLIN 4001 (O&MN,N)				
400104	R710	Incremental funding in support of CLIN 4001 (O&MN,N)				
400105	R710	Incremental funding in support of CLIN 4001 (O&MN,N)				
4002	R710	Support for financial oversight of BTA/BEA and ERP for the period from 31 Dec 2011 to 30 Dec 2012 - OPTION II (O&MN,N)	1.0	LO		\$3,557,249.71
400201	R710	Incremental funding in support of CLIN 4002. (O&MN,N)				
400202	R710	Incremental funding in support of CLIN 4002. (O&MN,N)				
4003	R710	Support for financial oversight of BTA/BEA and ERP for the period from 31 DEC 2012 to 30 DEC 2013 - OPTION III (O&MN,N)	1.0	LO		\$2,643,277.48
400301	R710	FUNDING FOR CLIN 4003 OPTION III (O&MN,N)				

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NO0178-04-D-4024	EX04	12	2 of 3	

4004	R710	Support for financial oversight of BTA/BEA and ERP for the period from 31 DEC 2013 TO 30 DEC 2014- OPTION IV (O&MN,N)	1.0	LO			\$2,722,366.40
400401	R710	INCREMENTAL FUNDING OF CLIN 4004 OPTION IV LABOR (O&MN,N)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R710	Travel in support of CLIN 4000 (O&MN,N)	1.0	LO	\$163,102.50
6001	R710	ODC in support of CLIN 4000 (O&MN,N)	1.0	LO	\$16,310.25
6002	R710	Travel in support of CLIN 4001- OPTION I (O&MN,N)	1.0	LO	\$163,061.25
600201	R710	Funding in support of CLIN 6002 (O&MN,N)			
6003	R710	ODC in support of CLIN 4001- OPTION I (O&MN,N)	1.0	LO	\$16,306.13
600301	R710	Funding in support of CLIN 6003 (O&MN,N)			
6004	R710	TRAVEL to support CLIN 4002 OPTION II (O&MN,N)	1.0	LO	\$88,016.25
600401	R710	Incremental funding in support of CLIN 6004 (O&MN,N)			
600402	R710	Incremental funding in support of CLIN			

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

6004 (O&MN,N)

6005	R710	ODC to support CLIN 4002 - OPTION II (O&MN,N)	1.0 LO	\$16,301.63
600501	R710	Incremental funding in support of CLIN 6005. (O&MNIN)		
600502	R710	Incremental funding in support of CLIN 6005. (O&MN,N)		
6006	R710	TRAVEL in support of CLIN 4003 - OPTION III (O&MN,N)	1.0 LO	\$86,924.00
600601	R710	FUNDING FOR TRAVEL CLIN 6006 (O&MN,N)		
6007	R710	ODC in support of CLIN 4003- OPTION III (O&MN,N)	1.0 LO	\$16,298.25
600701	R710	FUNDING FOR ODCS CLIN 6007 OPTION III (O&MN,N)		
6008	R710	TRAVEL in support of CLIN 4004 OPTION IV (O&MN,N)	1.0 LO	\$86,920.00
600801	R710	FUNDING FOR TRAVEL CLIN 6008 OPTION IV (O&MN,N)		
6009	R710	ODC in support of CLIN 4004 - OPTION IV (O&MN,N)	1.0 LO	\$16,297.50
600901	R710	FUNDING FOR OPTION IV ODCS CLIN 6009 (O&MN,N)		

LEVEL OF EFFORT (COST TYPE CONTRACT)(JUN 1995)

(a) The level of effort for the performance of this task order during the period from the start of performance to 12 months thereafter is

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

based upon 34,560 manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this task order will be increased by an additional 119,040 manhours of direct labor, for a total level of effort of 153,600 manhours of direct labor (hereinafter referred to as the "Total Hours").

(b) The estimated composition by labor category of the Total Hours is as follows:

LABOR CATEGORY	BASE	OPTION I	OPTION II	OPTION III	OPTION IV
Program Manager	1920	1920	1920	1920	1920
Senior Analyst	16320	16320	16320	12480	12480
Analyst	15360	15360	15360	9600	9600
Administrative Assistant	960	960	960	960	960
TOTAL HOURS	34,560	34,560	34,560	24,960	24,960

(c) The Total Hours include overtime* and subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of manhours expended per month shall be commensurate with the effort needed and the required delivery date of such effort. The number of manhours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of this task order.

(e) The contractor shall not be obligated to continue performance beyond the Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Total Hours. Any hours expended in excess of the Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Total Hours.

(f) If at any time during the performance of this task order the contractor expends in excess of 85% of the available annual manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

(End of Provision)

PAYMENT OF FIXED FEE (INDEFINITE DELIVERY, COST PLUS FIXED FEE) (OCT 1992)

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

CONTRACT NO. NOO178-04-D-4024	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 12	PAGE 2 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement

Business Enterprise Architecture (BEA), Financial and Feeder System Compliance, and Enterprise Resource Programs Support for the Office of Financial Operations

1. Background

1.1. The Office of the Assistant Secretary of the Navy (Financial Management and Comptroller) (OASN(FM&C)), Office of Financial Operations (FMO) is responsible for setting Financial Management (FM) policies and procedures within the Department of the Navy (DoN) and representing DoN FM interests for Department of Defense (DoD) initiatives. This includes representing DoN FM interest in the Business Transformation Agency (BTA)'s Business Enterprise Architecture (BEA) development efforts and initiatives, Financial and Feeder system compliance with the BEA and other Federal systems requirements, and Enterprise Resource Planning (ERP) Programs development/deployment. Therefore, it is important for the OASN (FM&C) (FMO) to be intricately involved in the financial management review and implementation of the financial aspects of the BEA, the DoN's ERP programs, and to review and ensure compliance to federal financial standards of financial and non-financial feeder systems, including Navy ERP.

1.2. The Navy ERP Program is the Cornerstone for the Department of Navy Business Transformation strategy. Therefore, one key effort will be to ensure that the Navy ERP solution properly meets BTA/BEA requirements. Where the application of Navy ERP involves the financial operations of the DoN, the OASN (FM&C) (FMO) is responsible for overseeing the implementation process and acts as the financial process owner to resolve issues and procedures. The OASN (FM&C) (FMO) is working with the Navy ERP Program, the Assistant Secretary of the Navy (Research, Development, and Acquisition) (ASN (RD&A)), the BTA, the Under Secretary of Defense (Comptroller) (USD(C)), the Office of the Secretary of Defense (Acquisition Technology and Logistics) (OSD (AT&L)), the Defense Finance and Accounting Service (DFAS), and others on various committees and working groups to address the variety of issues related to ERP functionality and financial management requirements. The OASN (FM&C) (FMO) also provides on-site support to the Navy ERP Program's Finance Team.

1.3. Congress and the Office of Management and Budget (OMB), through various government statutes and regulations, require that the DoD and its military components have an integrated set of core financial and non-financial systems that (1) meet the Federal Financial Management Requirements (FFMR) and accounting standards; (2) produce "clean" financial statements; (3) provide adequate internal controls; (4) ensure accuracy of data; and (5) safeguard data from physical and cyber terrorism. In the late 1980s and early 1990s, the Joint Financial Management Improvement Program (JFMIP), and the Federal Accounting Standards Advisory Board (FASAB) developed the initial set of Core Financial Systems requirements, accounting principles, and standards. In the late 1990s, the DFAS reviewed these requirements, along with other statutes and DoD specific requirements and developed "A Guide to Federal Requirements

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

for Financial Management Systems" (commonly referred to as the DFAS "Blue Book"). Today, the Blue Book is a key DoD standard for FFMR compliance. The BTA requires "Blue Book" compliance for any system initiative to be part of the future DoD BEA. A system must be compliant, and have an independent third party test the system before the USD(C) will approve full deployment. This especially applies to the Navy ERP Program.

1.4. In accordance with the National Defense Authorization Act (NDAA) of FY 2005, the BTA and the Military Departments are required to develop a transition plan that outlines a set of strategies and target systems, including specific time-phased milestones, required modifications, performance metrics, and a statement of the financial and non-financial resource needs that will be required to achieve the objectives of the BEA. Also required is a listing of legacy systems and their scheduled transition to a target system(s), and resulting termination of those legacy systems. The OASN (FM&C) FMO is responsible for the FM portion of this transition plan for which the Navy ERP is the cornerstone. To prepare this plan, it is essential that the effort be coordinated with the Navy ERP Program Office, the FM Functional Area Manager (FAM) team [responsible for the portfolio management of the legacy environment], and the Financial Improvement Program (FIP) team [responsible for identifying business process flows and material weaknesses and making corrective recommendations].

2. Objective

Assist in the development and deployment of a DoN-wide business enterprise strategy and solution that meets federal regulations, Federal Financial Management Improvement Act (FFMIA) and Federal Managers Financial Integrity Act (FMFIA) guidelines. The solution will be seamless, interoperable and compliant with the DoD Business Enterprise Architecture and related systems.

3. Scope

3.1 The OASN (FM&C) (FMO) requires experienced contractor support to review and manage the financial requirements of the BTA/BEA, systems configuration, and systems compliance requirements and review.

4. Information Sources

4.1 Federal Management Financial Integrity Act (FMFIA) of 1982

4.2 Chief Financial Officers Act of 1990

4.3 Government Management Reform Act of 1994

4.4 Federal Financial Management Improvement Act (FFMIA) of 1996

4.5 Clinger - Cohen Act of 1996

4.6 The Financial Management Improvement Plan provisions of the NDAA's for FY 1998 (Sec 1008) and FY2000 (Sec 1007)

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 12	PAGE 2 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

4.7 BMMPIIT Registry provisions for FY 2002 (P.L.s 107-107 Section 1009 and 107-117 Section 8104), FY 2003 (P.L. 107-314 Section 1004), and FY 2004 (P.L. 108-87 Section 8084)

4.8 NDAA of 2005 (Sec 322)

4.9 Office of Management and Budget Circulars A-127 and A-130

5. Tasks- The contractor shall:

5.1 Assist the OASN (FM&C) (FMO) in the establishment of a financial management support structure to the BTA to effectively manage the DoN's Business Transformation activities.

5.1.1 Review and analyze BTA architecture products (including the evolving BEA), compliance criteria, and business/system initiatives.

5.1.2 Assist in the coordination of the collection and reporting of DON FM IT data requested by the BTAIFM IRB.

5.1.3 Assist DONCIO in the communication of FM IRB responsibilities to prospective and current FM system program offices.

5.1.4 Assist in coordinating, reviewing, and recommending DON FM IT system investment certification requests [in regards to proper funding, modern technology, and compliance with DoD/BTA security, BEA, and data standards (e.g. SFIS)] to the DBSMC via DONCIO

5.1.5 Analyze the Financial Management Investment Review Board (FM IRB) investment decisions and provide comments or recommendations.

5.2 Assist the OASN (FM&C) (FMO) in development of standard FM/accounting requirements for the Navy ERP, and other accounting/financial management systems, to ensure standard outputs in the areas of accounting, finance, budget, procurement, supply and workforce management in accordance with federal regulations, FFMIA and FMFIA guidelines. Assist in determining data feeds, data exchanges and interfaces are consistent, timely and accurate to support audit readiness.

5.2.1 Review the adequacy of financial and critical feeder systems interface plans and procedures.

5.2.2 Provide systems change management support for financial and related issues. Review proposed system changes and compliance issues, and recommend solutions for the production environment. Assist in preparing the appropriate documentation needed to effect changes in the affected system(s).

5.2.3 Review changes to Department of Defense Financial Management Regulation (DoDFMR) and make recommendations to systems owners to reflect the required changes.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

5.2.4 Assist in reviewing Business Cases Analyses to determine the viability of functionality, costs/savings, and conformance to standards of each phase of the ERP Programs.

5.2.5 Assist in developing and monitoring business process performance metrics to ensure the metrics align with established DON business goals, are actionable, consistent and capture expected business improvement and capabilities.

5.2.6 Assist in business process documentation efforts coordinating with stakeholders; and provide system users step by step guidance in performing all financial management related business functions, standardizing and consolidating end to end business processes across the Navy Enterprise.

5.2.7 Participate in DON General Ledger Chart of Accounts Governance Board, making recommendations regarding the DON Chart of Accounts structure (for both Proprietary and Budgetary accounts) and posting logic.

5.2.8 Assist ASM FMO FM&C to review, analyze, and provide the DON position to the Office of the Secretary of Defense (Comptroller) (OUSD (C)) on proposed changes to the U.S. Government Standard General Ledger (Chart of accounts)

5.3 Assist the OASN (FM&C) (FMO) with evaluating FM/accounting/financial feeder system readiness.

5.3.1 Develop and implement test plans to evaluate FM/accounting/financial feeder system and interface readiness prior to implementation.

5.3.2 Conduct independent verification of system's compliance (including Navy ERP and other DoN initiatives) with BEA, FFMIA, USSGL/DON General Ledger Account Structure and Posting Logic, and the DOD Bluebook (Systems selected for verification by the OASN (FM&C) (FMO)).

5.3.3 Identify specific internal control weaknesses and noncompliance aspects regarding accounting and finance standards and Federal Financial Management Requirements.

5.3.4 Assist in achieving a clean audit opinion in accordance with OMB Circular A-123 (Management Responsibility for Internal Controls) and Financial Improvement Plan (FIP) initiative goals for audit assertion

5.3.5 Provide an independent review of financial data converted into target systems; ensuring the ending general ledger balances in the legacy system(s) match or are explainable when compared to the beginning balances in the target system and all data is thoroughly supplied/documented.

5.3.6 Provide assistance with system conversion and migration to include data conversion and data cleansing support. Assist with ensuring that the proper general ledger charts of account crosswalks are in place prior to ERP deployment.

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 12	PAGE 2 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

5.4 Assist in the development and deployment of DoN Financial Management Strategy and Transition Plan.

5.4.1 Coordinate the DoN FM Strategy and Transition Plan with ERP programs, legacy financial and financial feeder systems, and other Departmental stakeholders.

5.4.2 Provide assistance to the General and Navy Working Capital Fund for financial statement analysis. An example is the identification of USSGL's that cause variances between Budgetary and Proprietary accounts.

5.5 Host Meetings-Host meetings in support of DoD/DON financial and/or IT operations.

5.6 Contractor will provide a monthly burn report detailing the current month invoiced amount, a summary of monthly invoiced amount to date per period of performance, and anticipated expenditure amount for the upcoming months.

6. Estimated Level of Effort (LOE).

The Contractor shall provide personnel that have knowledge of DoD policy in the area of finance, budget and procurement to include: Process design, ERP system and their implementation, solution analysis, blueprinting, prototyping, training, testing, data standards, data cleansing and reporting, interfaces development to key DoD enterprise systems.

A description of the skills and experience level for each Labor Category is provided below:

6.1. Labor Category: Program Manager

6.1.1. Experience: Fifteen years of management consulting experience including at least ten years experience in various aspects of DoD financial systems operations.

6.1.2. Education: Masters' degree from an accredited college or university or an equivalent professional certification in Program Management Accounting, Financial Management, or Systems Management.

6.2 Labor Category: Senior Analyst

6.2.1 Experience: Ten (10) years business transformation and strategy experience with federal financial management. Minimum 3 years of experience with implementation of SAP software with phased deployment; Knowledgeable with one or more of the following system functionalities: Core Financials, Federal Budgeting, Financial Reporting, Cost Management, Supply Management, Procurement and Inventory Management and working knowledge of ERP lifecycle processing.

Functional Responsibility: Act in advisory capacity to senior program officials and DoD leadership; prepare documentation, presentations and briefings; Coordinate the resolution of highly complex problems and tasks; meet and operate under deadlines. Utilize functional area expertise to assess, select, manage and implement improvements to business operations and the

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 12	PAGE 2 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

implementation of enterprise application components to ensure that the technical solution solves the business problem.

6.2.2 Education: Masters' degree from an accredited college or university or an equivalent professional certification in Program Management Accounting, Financial Management, or Systems Management.

6.3. Labor Category: Analyst

6.3.1. Experience: Shall possess the following qualities: at least five (5) years business transformation and strategy experience with federal financial management. Experienced in the design and implementation of enterprise business systems and/or SAP with exposure to one or more of the following system functionalities: Core Financials, Federal Budgeting, Financial Reporting, Cost Management, Supply Management, Procurement and Inventory Management. Additionally, experience shall include one or more of following: workshop facilitation, end-2-end business process design and documentation, and systems compliance assessment/testing support.

6.3.2 Education: Bachelor's degree from an accredited college or university.

6.4. Labor Category: Administrative Assistant

6.5.1. Experience: 1 year of administrative support or file clerk experience

6.5.2. Education: High school diploma.

6.5.3. Type of work to be performed: administrative support to the contract.

7. Quality Surveillance and Performance Standards

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS, attachments, CDRLs, Task Orders, etc., as applicable.	Inspection by the COR	100% inspection of all contract deliverables.	>95% of deliverables submitted timely and without rework required.
Overall Contract Performance	Overall contract performance of sufficient	Assessment by the COR	Annual	All performance elements

CONTRACT NO. NOO178-04-D-4024	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 12	PAGE 2 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

	quality to earn a Satisfactorily (or higher) rating in the COR's annual report on Contractor Performance			rated Satisfactorily (or higher)
Track Program Expenditure	Contract deliverable monthly burn report	Review Monthly Burn Report	Monthly	100% accuracy

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

8.1 Monthly status report (Tasks 5.1 through 5.6). A consolidated report, summarized by task is acceptable. The contractor shall prepare and deliver, on a monthly basis, a cumulative status report and a funds and man-hour expenditure report of all work accomplished to date under the task order. The report shall address the contractor's assessment of their performance in terms of outcomes and value. The report shall provide a summary of the tasks and their current status in the following terms; **Green-G**-no concerns, **Yellow-Y**-potential issues, and **Red-R**-significant issues.

8.2 Reports/Business Case Analyses (Tasks 5.1 through 5.5). Submit as necessary.

8.3 Project Plan (Tasks 5.1 through 5.5). For each task provide a Project Plan and update as required.

9. Place of Performance. The places of performance for this order are:

NAVY FMO FM&C Office at the Washington Navy Yard, Washington, DC (est. 4 FTE); Navy ERP Program Office and Laboratory in Annapolis, MD, (est. 10 FTE) and, NAVSUP Headquarters in Mechanicsburg, PA. (est. 4 FTE). These numbers are estimates only and are subject to change depending on Navy ERP Program Implementation requirements.

Labor distribution is estimated as follows:

Navy ERP Lab: 4 Senior Analyst, 6 Analyst.

Navy FMO: 1 Program Manager, 2 Senior Analyst, 1 Analyst

Mechanicsburg 1 Senior Analyst, 3 Analyst

NOTE: These are estimates only and are subject to change based on Navy ERP Program Implementation.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

10. Period of Performance: The period of performance is for an initial base period of 12 months with four twelve month options.

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

11.1 The government will provide workspaces, administrative supplies, telephones, access to printers, FAX, and copiers for this task. The Government may have limited computer resources and may require contractors to provide their own laptop computers. Navy Marine Corps Intranet (NMCI) access is provided at government sites, access to NMCI at the contractor's facility will not be provided.

12. Security and Privacy Act Requirements.

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

12.2 CAC – Contractors that need a CAC require, at a minimum, a National Agency Check with Written Inquiries (NAIC), also known as a suitability and trustworthiness check. This policy is in accordance with the DoD Physical Security Program, DoD 5200.8R.

12.3 The work performed relative to the tasking in this performance work statement is unclassified, and will require contractor personnel to have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title of the U.S. Code 552a and applicable DoD rules and regulations. The contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release.

12.4 Contractor personnel shall be required to complete Non-Disclosure statements.

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

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

SECTION D PACKAGING AND MARKING

CONTRACT NO. N00178-04-D-4024	DELIVERY ORDER NO. EX04	AMENDMENT/MODIFICATION NO. 12	PAGE 2 of 3	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

SECTION E INSPECTION AND ACCEPTANCE

QUALITY ASSURANCE SURVEILLANCE PLAN

Purpose: To ensure that the Government has an effective and systematic method of surveillance for the services in the PWS. The QASP will be used primarily as a tool to verify that the contractor is performing all services required by the PWS in a timely, accurate and complete fashion.

1. Critical performance processes and requirements. Critical to the performance of the development and deployment of a DoN wide business enterprise strategy and solution that meets federal regulations. Contractor support is required to review and manage the financial requirements of the Business Transformation Agency (BTA)/Business Enterprise Architecture (BEA), systems configuration, and systems compliance requirements and review. This effort is directly related to the Navy Enterprise Resource Planning (ERP) development and deployment across DoN enterprises. The use of this plan will ensure the timely, accurate and thorough completion of all task order requirements.

2. Performance Standards

a. Schedule - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).

b. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the task order for the required content, quality, timeliness, and accuracy.

c. Cost - The COR will track the program expenditure by the review of the monthly budget report. Also, the COR will analyze the impact on cost of any inaccurate management assertions, acceleration of the due dates for the financial reports, or the lack of personnel

d. Past Performance - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor's record of conforming to contract requirements and to standards of good workmanship, the contractor's record of forecasting and controlling costs, the contractor's adherence to contract schedules including the administrative aspects of performance, the contractor's history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor's business-like concern for the interest of the customer.

3. Surveillance methods: The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, random or planned sampling, periodic or inspection, and validated customer complaints.

4. Performance Measurement: Performance will be measured in accordance with the following table:

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level
Contract Deliverables	Contract deliverables furnished as prescribed in the PWS, attachments, CDRLs, Task Orders, etc.. as applicable.	Inspection by the COR	100% inspection of all contract deliverables.	>95% of deliverables submitted timely and without rework required.
Overall Contract Performance	Overall contract performance of sufficient quality to	Assessment by the COR	Annual	All performance elements rated Satisfactory (or

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

	earn a Satisfactory (or higher) rating in the COR's annual report on Contractor Performance			higher)
Track Program Expenditure	Contract deliverable monthly bum report	Review Monthly Bum Report	Monthly	100% accuracy

If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

Incentives/Disincentives:

The COR's makes an annual report on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the task order, reflected in the COR's annual report, may result in termination of the task order and may also result in the loss of future Government contracts/task orders. The contractor's failure to achieve satisfactory performance under the task order may result in the non-exercise of available options.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

In accordance with inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional fee, to replace or correct work that fails to meet contract requirements. To maximize the profit earned on costs incurred, the contractor is incentivized to ensure that quality products are provided in a timely manner.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NO0178-04-D-4024	EX04	12	2 of 3	

SECTION F DELIVERABLES OR PERFORIVANCE

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

4000	12/31/2009 - 12/30/2010
4001	12/31/2010- 12/30/2011
4002	12/31/2011 - 12/30/2012
4003	12/31/2012 - 12/30/2013
4004	12/31/2013 - 12/30/2014
6000	12/31/2009 - 12/30/2010
6001	12/31/2009 - 12/30/2010
6002	12/31/2010- 12/30/2011
6003	12/31/2010- 12/30/2011
6004	12/31/2011- 12/30/2012
6005	12/31/2009 - 12/30/2010
6006	12/31/2012 - 12/30/2013
6007	12/31/2012 - 12/30/2013
6008	12/31/2013 - 12/30/2014
6009	12/31/2013 - 12/30/2014

CLIN - DELIVERIES OR PERFORMANCE

4000	12/31/2009 - 12/30/2010
6000	12/31/2009 - 12/30/2010
6001	12/31/2009 - 12/30/2010

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

4001	12/31/2010 - 12/30/2011
4002	12/31/2011 - 12/30/2012
4003	12/31/2012 - 12/30/2013
4004	12/31/2013 - 12/30/2014
6002	12/31/2010 - 12/30/2011
6003	12/31/2010 - 12/30/2011
6004	12/31/2011 - 12/30/2012
6005	12/31/2011 - 12/30/2012
6006	12/31/2012 - 12/30/2013

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

6007 12/31/2012 - 12/30/2013

6008 12/31/2013 - 12/30/2014

6009 12/31/2013 - 12/30/2014

Services to be performed hereunder will be provided at :

NAVY FMO FM&C Office at the Washington Navy Yard, Washington, DC (est. 10 FTE); Navy ERP Program Office and Laboratory in Annapolis, MD. (est. 4 FTE) and, NAVSUP Headquarters in Mechanicsburg, PA. (est. 4 FTE).

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4024	EX04	12	2 of 3	

SECTION G CONTRACT ADMINISTRATION DATA

CONTRACT NEGOTIATOR

Kathleen Lockhart, FISC Norfolk Contracting Philadelphia Division
700 Robbins Street, Building 2B
Philadelphia, PA 19111
kathleen.lockhart@navy.mil

Task Order Manager (TOM)

James J Depodesta, Navy
OASN(FM&C)
Building 36, 1st floor, Rm 115
Washington, DC 20374
jim.depodesta@navy.mil
Tel: 202-685-6722

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

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

- (1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).
- (2) WAWF Vendor "Quick Reference" Guides are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.
- (3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

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

	<i>Routine Table</i>
WAWF Invoice Type	Cost
Contract Number	N00178-04-D-4024
Delivery Order Number	EX04
Issuing Office DODAAC	N00189
Admin Office DODAAC	S2404A
Service Approver DODAAC (Cost Voucher)	HAA47F
DCAA Office DODAAC (Used on Cost Voucher's only)	HAA47F
Paying Office DODAAC	HQ0338
Acceptor/COR Email Address	jim.depodesta@navy.mil

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. **If** the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon format between the Contracting Officer and vendor.

(d) For each invoice /cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role
------	-------	-------	------

NOTE TO OFFERORS:

The following clause will be included in contracts awarded to other than small business. If the contractor is an other than small business concern, the Small Business Subcontracting Plan submitted in accordance with FAR 25.219-9 should consider a goal for this requirement of 20% of the total subcontracting award value:

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION) ALT II (OCT 2001)

Accounting Data

SLINID	PR Number	Amount
400001	N4142110RCF0001	1820587.25
LLA :		
AA 1701804 12TA 251 41421 F N68892 2D CF0001 414210F2521Q		
Incremental funding		
6000	N4142110RCF0001	163102.50
LLA :		
AA 1701804 12TA 251 41421 F N68892 2D CF0001 414210F2521Q		
6001	N4142110RCF0001	16310.25
LLA :		
AA 1701804 12TA 251 41421 F N68892 2D CF0001 414210F2521Q		

BASE Funding 2000000.00
Cumulative Funding 2000000.00

MOD 01

SLINID	PR Number	Amount
400002	N4142110RCF0001	800000.00
LLA :		
AB 1701804 12TA 251 41421 F 068892 2D CF0001 414210F2521Q		
Standard Number: 01		

MOD 01 Funding 800000.00
Cumulative Funding 2800000.00

MOD 02

SLINID	PR Number	Amount
400003	B4142111RCF0003	400000.00
LLA :		
AC 1711804 12TA 250 41421 F 068892 2D CF0003 414211F2521Q		
Standard Number: 00		

MOD 02 Funding 400000.00

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NO0178-04-D-4024	EX04	12	2 of 3	

Cumulative Funding 3200000.00

MOD 03

400004 N4142111RCF0007 343295.08
 LLA :
 AD 1711804 12TA 250 41421 F 068892 2D CF0007 414211F2521Q
 Standard Number: 00

MOD 03 Funding 343295.08
 Cumulative Funding 3543295.08

MOD 04

400101 N4142111RCF0007 86704.92
 LLA :
 AD 1711804 12TA 250 41421 F 068892 2D CF0007 414211F2521Q
 Standard Number: 00

MOD 04 Funding 86704.92
 Cumulative Funding 3630000.00

MOD OS

400102 N4142111RCF0009 570632.62
 LLA :
 AE 1711804 12TA 250 41421 F 068892 2D CF0009 414211F2521Q
 Standard Number: 00

600201 N4142111RCF0009 163061.25
 LLA :
 AE 1711804 12TA 250 41421 F 068892 2D CF0009 414211F2521Q
 Standard Number: 00

600301 N4142111RCF0009 16306.13
 LLA :
 AE 1711804 12TA 250 41421 F 068892 2D CF0009 414211F2521Q
 Standard Number: 00

MOD 05 Funding 750000.00
 Cumulative Funding 4380000.00

MOD 06

400103 N4142111RCF0007 1000000.00
 LLA :
 AD 1711804 12TA 250 41421 F 068892 2D CF0007 414211F2521Q
 Incremental Funding of Option I Labor CLIN 4001.

MOD 06 Funding 1000000.00
 Cumulative Funding 5380000.00

MOD 07

400104 N4142111RCF0007 1500000.00
 LLA :
 AD 1711804 12TA 250 41421 F 068892 2D CF0007 414211F2521Q
 Standard Number: 02

MOD 07 Funding 1500000.00
 Cumulative Funding 6880000.00

MOD 08

400105 N4142111RCF0007 305875.92
 LLA :
 AD 1711804 12TA 250 41421 F 068892 2D CF0007 414211F2521Q

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NO0178-04-D-4024	EX04	12	2 of 3	

Standard Number: 03

MOD 08 Funding 305875.92
Cumulative Funding 7185875.92

MOD 09

400201 N4142112RCF0006 1710318.56
LLA :
AF 1721804 12TA 252 41421 F 068892 2D CF0006 414212F2521Q
Standard Number: 00

600401 N4142112RCF0006 81530.62
LLA :
AF 1721804 12TA 252 41421 F 068892 2D CF0006 414212F2521Q
Standard Number: 00

600501 N4142112RCF0006 8150.82
LLA :
AF 1721804 12TA 252 41421 F 068892 2D CF0006 414212F2521Q
Standard Number: 00

MOD 09 Funding 1800000.00
Cumulative Funding 8985875.92

MOD 10

400202 N4142112RCF0044 1771931.15
LLA :
AG 1721804 12TA 252 41421 F 068892 2D CF0044 414212F2521Q
Standard Number: 00

600402 N4142112RCF0044 81485.63
LLA :
AG 1721804 12TA 252 41421 F 068892 2D CF0044 414212F2521Q
Standard Number: 00

600502 N4142112RCF0044 8150.81
LLA :
AG 1721804 12TA 252 41421 F 068892 2D CF0044 414212F2521Q
Standard Number: 00

MOD 10 Funding 1861567.59
Cumulative Funding 10847443.51

MOD 11

400202 N4142112RCF0044 75000.00
LLA :
AG 1721804 12TA 252 41421 F 068892 2D CF0044 414212F2521Q
Standard Number: 00

400301 N4142113RCFO008 2643277.48
LLA :
AH 1731804 12TA 252 41421 F 068892 2D CF0008 414213F2521Q
FUNDING FOR OPTION III LABOR.

600402 N4142112RCF0044 (75000.00)
LLA :
AG 1721804 12TA 252 41421 F 068892 2D CF0044 414212F2521Q
Standard Number: 00

600601 N4142113RCFO008 86924.00
LLA :
AH 1731804 12TA 252 41421 F 068892 2D CF0008 414213F2521Q
FUNDING FOR TRAVEL CLIN 6006 OPTION III

600701 N4142113RCFO008 16298.25
LLA :

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NO0178-04-D-4024	EX04	12	2 of 3	

AH 1731804 12TA 252 41421 F 068892 2D CF0008 414213F2521Q
FUNDING FOR ODC CLIN 6007 OPTION III.

MOD 11 Funding 2746499.73
Cumulative Funding 13593943.24

MOD 12

400401 N4142114RCF0036 1396782.50

LLA :

AJ 1741804 12TA 252 41421 F 068892 2D CF0036 414214F2521Q
INCREMENTAL FUNDING FOR CLIN 4004 OPTION IV LABOR

600801 N4142114RCF0036 86920.00

LLA :

AJ 1741804 12TA 252 41421 F 068892 2D CF0036 414214F2521Q
FUNDING FOR TRAVEL CLIN 6008 OPTION IV

600901 N4142114RCF0036 16297.50

LLA :

AJ 1741804 12TA 252 41421 F 068892 2D CF0036 414214F2521Q
FUNDING FOR OPTION IV ODCS CLIN 6009

MOD 12 Funding 1500000.00
Cumulative Funding 15093943.24

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

SECTION H SPECIAL CONTRACT REQUIREMENTS

SECTION H SPECIAL CONTRACT REQUIREMENTS

ORGANIZATIONAL CONFLICT OF INTEREST

As a condition of award, the contractor's eligibility for future prime contract or subcontract awards may be restricted; therefore, the solicitation contains this proposed clause that specifies both the nature and duration of the proposed restraint.

NOTE: See the Section L Provision, NOTICE OF INCLUSION OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE, for more information.

(a) Purpose. This clause seeks to ensure that the contractor {1} does not obtain an unfair competitive advantage over other parties by virtue of its performance of this task order, and {2} is not biased in its performance of this task order because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this task order.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d){?}) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in the task orders and/or Technical Direction Letters, if applicable. Task Orders and Technical Direction Letters issued under the task order will specify to which suppliers and/or equipment subparagraph (e) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this task order shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this task order shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer (PCO). The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" are as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant" services are as defined in FAR 31.205-33(a).

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

(7) "Contractor," for the purposes of this clause, means the firm signing this task order, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this task order.

(9) "Interest" means organizational, contractual or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions. [Check the restrictions that apply]

☒ (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this task order for a period of three years after the date of completion of the task order.

☐ (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of [insert the period of prohibition] after the terms of this task order.

☐ (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in a competitive acquisition or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of [insert the period of prohibition] after the terms of this task order.

☒ (4) To the extent work to be performed under this task order requires evaluation of offers for products or services, a task order will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

[X] (5) To the extent work to be performed under this task order requires access to proprietary data of other entities, the contractor shall prior to access to such proprietary data, enter into agreements with such other companies which set forth procedures deemed adequate by those entities (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) shall be made available to the PCO upon request. The contractor shall restrict access to proprietary information to the minimum number of personnel necessary for performance of this task order. Further, the contractor agrees that it will not utilize proprietary data obtained from such other entities in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with entities furnishing proprietary data in connection with work performed under this task order, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the PCO. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this task order if such additional work is procured competitively.

[] (6) Preparation of Statements of Work or Specifications. If the contractor under this task order assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the PCO, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this task order, and is procured on a competitive basis, by the Department of Defense within one (1) year after completion of work under this task order. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing.

[X] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the PCO, the contractor shall not perform any such work under this task order on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this task order. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this task order, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this task order by statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this task order, conditions may change which may give rise to a new potential conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new potential conflict of interest. The contractor shall provide, as a minimum, the following information:

(1) a description of the new potential conflict of interest (e.g., additional weapons systems

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract, etc.) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance;

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest; and

(6) any other relevant information.

COST LIMITATION CEILINGS ON INDIRECT RATES (FISC DET PHILA) (OCT 1992)

If an offeror proposes cost limitation ceilings on indirect rates the offeror is advised that the Government may evaluate the offeror's cost proposal accordingly. The decision to propose cost limitation ceilings is the offeror's decision. In the event the offeror proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant contract without discussion. Under any cost reimbursement contract, the indirect rates billed shall be limited to the ceiling rate(s) identified in the contract. Any costs incurred above ceiling rates are not allowable.

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

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

James J Depodesta, Navy
OASN (FM&C)
Building 36, 1st floor, Rm 115
Washington, DC 20374
jim.depodesta@navy.mil
Tel: 202-685-6722

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

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

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

effort outside the existing scope of the task order is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

NON-DISCLOSURE AND NON-USE OF DATA

Note: This clause applies to the task order.

(a) Data

All data obtained, received, or learned by the Contractor and/or its personnel as a result of performance of this contract shall be deemed to be "sensitive" and/or "proprietary" whether or not such data is so designated or marked. The contractor and its personnel shall restrict access to data obtained, received, or learned as a result of performance of this contract to the minimum number of Contractor personnel necessary for performance of this contract. No one who prepares offers, proposals, bids, and/or quotations for government and /or non Government procurements shall be involved in direct performance of this contract. The Contractor shall ensure that each of its personnel who obtains, receives, or learns data as a result of performance of this contract understands and complies with this "non-Disclosure and Non- Use of Data" clause.

(b) Non-Disclosure of Data

The Contractor and its personnel shall disclose data obtained, received, or learned as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this contract. The Contractor and its personnel shall not disclose such data to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its personnel shall take all steps necessary to prevent disclosure of such data except as specifically permitted herein.

(c) Non-Use of Data

The Contractor and its personnel shall use data obtained, received, and or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose. The Contractor and its personnel shall not sue or consider such data in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel shall take all steps necessary to prevent use of such data except as specifically permitted herein.

(d) Non-Disclosure/Non-Use Agreements

Before any of the Contractor's personnel becomes involved in performance of this contract, the Contractor shall provide to the Contracting Officer a non-disclosure/non-use agreement signed by that person. The nondisclosure/non-use agreement shall state that:

(1) He/she shall disclose data obtained, received, or learned by him/her as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United State Department of Defense personnel to who disclosure of such data is required in performance of this contract.

(2) He/She shall not disclose data obtained, received, or learned as a result of performance of this contract to anyone who prepares offers, proposal, bids, and/or quotations for Government and/or non Government procurements.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

(3) He/she shall use data obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose.

(4) He/she shall not use or consider data obtained, received, or learned as a result of performance of this contract in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non government procurement.

In the event that the contractor and/or its personnel will obtain, receive, or learn data of other entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity. The Contractor shall provide such executed non-disclosure/non-use agreements with an entity to the Contracting Officer prior to the Contractor and/or its personnel having access to the data provided by the entity.

(e) Requirement to Disclose Data

If the Contractor receives a court order requiring disclosure of data obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting officer of the court order or other requirement prior to any disclosure of data.

(f) Exception

This "Non-Disclosure and Non-Use of Data" clause does not apply to data which the Contractor can demonstrate was obtained, received, or learned in a way other than as a result of performance of this contract.

(g) Government Remedy

Any violation of terms of this "non-Disclosure and Non-Use of Data" clause is a material and substantial breach of this task order, and the Government may, in addition to any other remedy available, terminate this task order, or any part thereof, for cause or default.

Note: The subcontractors shall comply with and be bound by the "Note regarding Organizational Conflict of Interest", the "Organizational Conflict of Interest" clause and "Non-Disclosure and Non-Use of Data" clause. The contractor shall ensure that the Note and the clauses flow down to any subcontracts/agreements with subcontractors performing under this task order.

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

SECTION I CONTRACT CLAUSES

Note: All provisions of Section I of the basic contract apply to this task order (unless otherwise specified in the task order) plus the following (provided in full text):

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

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

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 prior to expiration of the task order; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 7 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed 60 months.

Incorporated by Reference:

252.219-7003 Small Business Subcontracting Plan (DoD Contracts) (DEVIATION).

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
NOO178-04-D-4024	EX04	12	2 of 3	

SECTION JLIST OF ATTACHMENTS

Corporate Experience and Past Performance Fonn

Accounting System Fonn

CDRL AOOI AND A002

CDRL