

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
	U	1 2

2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 09-Jan-2013	4. REQUISITION/PURCHASE REQ. NO. N/A	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
erin.kilrain@navy.mil 215-697-9617

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Savvee Consulting Inc. 43053 Pemberton Square Suite 120 #204 South Riding VA 20152	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-06-D-4861-EX02
	10B. DATED (SEE ITEM 13) 01-Oct-2012
CAGE CODE 3XMM7	FACILITY CODE

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.

(*)	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 checked="" 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 type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Brian Excell, Contracting Officer
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY /s/Brian Excell (Signature of Contracting Officer)
15C. DATE SIGNED	16C. DATE SIGNED 09-Jan-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. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to add the special payment instruction DFARS clause 252.204-0002 "Line Item Specific: Sequential ACRN Order". Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$573,304.00 by \$0.00 to \$573,304.00.

The total value of the order is hereby increased from \$2,293,213.87 by \$0.00 to \$2,293,213.87.

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 1 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Base Period - ITPMD Support Services IAW SOO (O&MN,N)	1.0	LO	██████████	██████████	\$2,280,213.87
400001	(O&MN,N)					
400002	(O&MN,N)					
4001	Option Period I - ITPMD Support Services IAW SOO (O&MN,N) Option	1.0	LO	██████████	██████████	\$2,337,251.46

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Base Travel/ODC ISO CLIN 4000. Not-To-Exceed \$13,000.00 (O&MN,N)	1.0	LO	██████████
600001	(O&MN,N)			
6001	Option I Travel/ODC ISO CLIN 4001. Not-To-Exceed \$13,300.00 (O&MN,N) Option	1.0	LO	██████████

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7002	Option Period II - ITPMD Support Services IAW SOO (O&MN,N) Option	1.0	LO	██████████	██████████	\$2,395,725.24

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 2 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

7003	Option Period III - ITPMD Support Services IAW SOO (O&MN,N) Option	1.0	LO	██████████	██████████	\$2,455,488.67
7004	Option Period IV - ITPMD Support Services IAW SOO (O&MN,N) Option	1.0	LO	██████████	██████████	\$2,516,864.17

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9002	Option II Travel/ODC ISO CLIN 7002. Not-To-Exceed \$13,500.00 (O&MN,N) Option	1.0	LO	██████████
9003	Option III Travel/ODC ISO CLIN 7003. Not-To-Exceed \$13,800.00 (O&MN,N) Option	1.0	LO	██████████
9004	Option IV Travel/ODC ISO CLIN 7004. Not-To-Exceed \$14,100.00 (O&MN,N) Option	1.0	LO	██████████

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

(a) The level of effort for the performance of this contract during the period from the start of contract performance to 12 months thereafter is based upon 33,120 estimated manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this contract will be increased by an additional 132,480 estimated manhours of direct labor, for a total level of effort of 165,600 estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

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

Labor Category	Base	Option 1	Option 2	Option 3	Option 4
----------------	------	----------	----------	----------	----------

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 3 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Program Manager	1,840	1,840	1,840	1,840	1,840	
COOP Planner	1,840	1,840	1,840	1,840	1,840	
Enterprise Architect	1,840	1,840	1,840	1,840	1,840	
CM Analyst/ITAM Lead	1,840	1,840	1,840	1,840	1,840	
IT Asset Analyst	5,520	5,520	5,520	5,520	5,520	
Communications Analyst	1,840	1,840	1,840	1,840	1,840	
Portfolio Manager/Analyst	3,680	3,680	3,680	3,680	3,680	
Budget Analyst	12,880	12,880	12,880	12,880	12,880	
Business Process Consultant/Engineer	1,840	1,840	1,840	1,840	1,840	
TOTALS	33,120	33,120	33,120	33,120	33,120	33,120

(c) The Estimated 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 ordered 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 the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated 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 Estimated Total Hours. Any hours expended in excess of the Estimated 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 Estimated 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 Estimated 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 Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed five years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated 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 (FEB 1996)

The fixed fee for work performed under this contract is \$ ___ * ___ provided that approximately ___ ** ___ hours of technical effort are employed by the contractor in performance of this contract. If substantially fewer than ___ ** ___ hours of technical effort are 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." Payments shall be subject to the withholding provisions of Paragraph

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 4 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(b) of FAR 52.216-8, provided that the total of all such monthly payment shall not exceed eighty-five (85%) percent of the fixed fee. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

Contract Period	*Fixed Fee	**Hours	***Fee/Hour
Base Period	██████████	33,120	██████████
Option Period I	██████████	33,120	██████████
Option Period II	██████████	33,120	██████████
Option Period III	██████████	33,120	██████████
Option Period IV	██████████	33,120	██████████

(End of Provision)

COMPETITIVE OVERTIME (UNCOMPENSATED OVERTIME) (OCT 1992)

Uncompensated overtime will only be considered for evaluation purposes as set forth in the Section M provision entitled "Evaluation Criteria and the Basis for Award." If an offeror decides to include uncompensated overtime in its proposal, the FAR clause at 52.237-10 and the Section B clause entitled "Identification of Ratios" will apply during the performance of any resultant contract.

(End of Provision)

IDENTIFICATION OF UNCOMPENSATED OVERTIME (FAR 52.237-10) (OCT 1997)

(a) Definitions.

As used in this provision-

"Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA). Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. ($\20×40) divided by 45 = \$17.78.

(b) For any proposed hours against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 5 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(End of Provision)

(End of Provision)

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 6 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Objectives for the Naval Criminal Investigative Service Information Technology Program Management Division

NCIS, Information Technology Directorate

Information Technology Program Management Division

Russell-Knox Building

27130 Telegraph Road

Quantico, VA 22134

Table of Contents

1. SCOPE
2. BACKGROUND
3. FUNCTIONAL AREAS AND ASSOCIATED OUTCOMES
 - 3.1 Enterprise Architecture
 - 3.1.1 Enterprise Architecture Outcomes
 - 3.2 Lifecycle Management
 - 3.2.1 IT Asset Management
 - 3.2.2 Configuration Management
 - 3.2.3 Lifecycle Management Outcomes
 - 3.3 Communications
 - 3.3.1 Communications Outcomes
 - 3.4 Program and Fiscal Management
 - 3.4.1 Portfolio Management (PfM)
 - 3.4.2 Capital Planning and Investment Control (CPIC)

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 7 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

- 3.4.3 Program Management / Project Management (PM):
- 3.4.4 Programming, Planning, Budget and Execution (PPBE):
- 3.4.7 Program and Fiscal Management Outcomes:
- 3.5 Plans, Policy and Procedures
 - 3.5.1 IT Strategic Planning
 - 3.5.2 Continuity of Operations Planning
 - 3.5.3 Plans, Policy and Procedures Outcomes
- 4. Applicable Documents Incorporated
 - 4.1 Communication Regulations, Guidelines and Policies, and Public Affairs:
 - 4.2 DoD and DON Social Media Policy:
 - 4.3 Program and Fiscal Management
 - 4.4 IT Strategic Planning Strategy, Regulations, Guidance, and Policy
- 5. Place of Performance
- 6. Period of Performance
- 7. Transition Schedule
- 8. Deliverable/Delivery Schedule
- 9. Security Requirements
- 10. Key Personnel
- 11. Conflict of Interest:
- 12. Travel:

APPENDIX A: Personnel Requirements

Information Technology Directorate (ITD)

Information Technology Program Management Division (ITPMD)

Statement of Objectives

1. SCOPE

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 8 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

This requirement is in support and execution of the Naval Criminal Investigative Service (NCIS) Information Technology Directorate (ITD) Information Technology Program Management Division (ITPMD) functions and responsibilities. NCIS ITPMD functional responsibilities include but are not limited to IT Portfolio Management (IT PfM), Capital Planning and Investment Control (CPIC), NCIS budget and procurement following the Department of the Navy (DON) Planning, Programming, Budget and Execution (PPBE) process, Enterprise Architecture (EA), Communications, IT Lifecycle Management (IT Asset Management (ITAM) and Configuration Management (CM)), Change Management, IT policy and process, IT strategic and tactical planning and Continuity of Operations Planning (COOP).

As an IT component within the DON, ITPMD must provide sound fiscal planning and management in the near term and out years to accommodate DON IT financial constraints and budget decreases. The current fiscal constraints have resulted in additional DON oversight and compliance processes to improve IT efficiency and reduction/elimination of duplicative investments. NCIS must coordinate with the DON Command Information Officer (CIO) efficiency efforts such as consolidating software licenses and data centers across the DON, while documenting and informing them of the specific impact to NCIS.

The ITPMD has the sole responsibility of staying informed, to comply with and plan for DON and Intelligence Community (IC) IT efforts. These include the transition from NCIS LawNet, Navy Marine Corps Intranet (NMCI), and Outside Continental United States (OCONUS) Navy Enterprise Network (One-Net) to the Next Generation Enterprise Network (NGEN), the global DON IT network transition occurring during the execution of this SOO. NCIS assesses the current processes, plans and policies in an effort to provide continuous improvements that positively impact the IT operations and overall IT support to the mission of NCIS. The contractor needs to be agile and responsive to a dynamic work environment, and responsive to the Department of Defense (DoD) and DON IT changes while considering the impact to NCIS, set up to meet organizational goals, manage time well, accomplish needed work under the DoD / DON imposed timelines, and understand the financial constraints and the need to be innovative and proactive to accomplish the necessary outcomes outlined in Section 3. The contractor shall provide expertise that can lead projects and initiatives while coordinating with the Government.

2. BACKGROUND

Naval Criminal Investigative Service

The NCIS is an organization of approximately 2200 personnel of which 750 serve at Headquarters and the remaining staff serve at offices worldwide. NCIS is the DON component with primary responsibility for criminal investigation, law enforcement (LE), counter-terrorism (CT), counterintelligence (CI), and physical and personnel security matters. NCIS has the primary investigative and CI jurisdiction within the DON, and exclusive investigative jurisdiction in non-combat matters involving actual, potential, or suspected criminal, terrorism, sabotage, espionage, and subversive activities. Further, NCIS has primary responsibility for liaison on all criminal investigative, CI, and security matters with Federal, state, local law enforcement, facility security, and intelligence agencies. Reviewing the revised NCIS Charter known as SECNAVINST (Secretary of the Navy Instruction) 5430.107 will provide insight into NCIS roles and responsibilities. Additional information on NCIS can be found at our public website <http://www.ncis.navy.mil/Pages/publicdefault.aspx>.

Information Technology Directorate

The ITD supports the NCIS core mission areas to investigate and defeat criminal, terrorists, and foreign intelligence threats while protecting the people, equipment, technology and infrastructure of the U.S. Navy and Marine Corps. The IT Directorate strives to provide and meet a plethora of critical IT challenges along with providing optimum quality customer service to NCIS's unique, highly-trained, and effective team of Special Agents, expeditionary forces, investigators, forensic experts, security specialists, analysts, and professional staff in a fiscally and resource constrained environment.

The ITD continuously evolves its analytical capabilities to provide the agile support necessary to meet changing global dynamics, and adapts new capabilities to support a variety of challenging combat and expeditionary missions. We must optimize current support efforts to ensure decision-makers have direct access to critical real time information. Enhancing collaboration between our internal Cyber partners, external partners, customers, and stakeholders are important. The NCIS workforce must become more agile and adaptable and operate within the scope and complexity of today's global threat environment.

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 9 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

The ITD provides IT capabilities for NCIS Headquarters personnel, operations and maintenance of the Data Center and COOP, IT services and support to NCIS Field Offices worldwide, expeditionary sites and provides coordination with other Government entities such as the State Department for agents abroad.

IT Program Management Division

The ITPMD provides the planning, program management and financial support for the ITD mission. ITPMD guides and aligns NCIS to DON and other Federal IT initiatives while executing NCIS IT requirements in the current year. The ITPMD must also anticipate and plan for the IT capabilities and activities that will be performed in the future. The ITPMD operates with the mission and scope of NCIS in the forefront.

Included among the ITPMD's roles and responsibilities are to provide:

- Strategic and tactical planning
- Budgetary execution, management and support
- Enterprise Architecture
- Program management
- Internal and external communications concerning the ITD
- Asset management
- Configuration and Change Management plans, procedures and processes
- Compliance and alignment to DON and IC IT policies and guidance
- COOP planning and support
- Communications
- Policy, process guidance and management
- Other IT planning activities

The ITPMD collaborates across the ITD and NCIS to gain insights on IT requirements impacts to NCIS from DON and IC initiatives and policies. Upon standing up the ITPMD five years ago the ITD has benefited from a maturing budget process following the DON Planning, Programming, Budgeting, and Execution (PPBE) process, ability to track, align and comply with DON IT policies and initiatives such as DoD Information Technology Portfolio Repository – Department of the Navy (DITPR-DON) and Department of the Navy Application and Database Management System (DADMS) updates, the creation of an IT newsletter, the current state Enterprise Architecture and alignment to the DON EA, an initial CPIC process, an initial IT Portfolio Management process and IT asset management logistical support.

The ITPMD contractor shall continue to improve these areas in addition to providing the infrastructure, processes and other expertise to deliver the outcomes described in subsequent sections, along with creative and innovative ideas to keep NCIS IT functioning in a managed, efficient and effective manner. Understanding risks and the utilization of best practices are essential in the type of disciplines and work performed within the ITPMD. The contractor shall propose and deliver qualified contract personnel with relevant, recent and suitable experience as well as appropriate education levels, training credentials, and backgrounds. The contractor shall be flexible with existing staff to focus skill sets per Government priorities. The contractor shall consider skill sets that overlap and integrate staff to meet NCIS ITPMD outcomes.

3. FUNCTIONAL AREAS AND ASSOCIATED OUTCOMES

Documented policies, processes, and procedures are expected outcomes in all of the functional areas described in this section. The contractor shall execute ITPMD functional activities and responsibilities. All artifacts produced with or for NCIS become the property of the Government. The storage and use of these artifacts must be approved

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 10 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

by the Contracting Officer (KO) and/or designated Contracting Officer Representative (COR).

The functional areas discussed in this section overlap, integrate and depend on each other for information. Many of them provide information into the IT PFM process and data set. To accomplish these objectives the contractor shall provide multi-disciplined staff in two or more of the functional areas. Providing diverse skill sets will maximize the limited funding expected during the life of this contract while achieving critical and required outcomes. This will better facilitate the integration of information to accomplish tasks thoroughly, efficiently, and effectively. The Government expects an average of 18 FTEs would be required to fulfill the objectives in this SOO; however, the Contractor's focus should be successfully accomplishing the outcomes and objectives. Rotation of personnel as requirements arise may be required. Therefore maximizing areas of expertise per FTE that can be integrated and utilized to fulfill this SOO would be most beneficial. COOP personnel are expected to have relevant COOP experience as well as cross domain expertise. Contractor staff is requested in this SOO for support to the Comptroller and to the Information Technologies Common Services Unit (ITCSU).

It is expected that the contractor shall:

- Capture and archive critical planning and other policy documents produced during the fiscal year
- Capture data, measure performance, capture outcomes, evaluate outcomes, identify future requirements and execute a smooth transition to the future state
- Provide performance metrics and measurements plans and procedures for Government evaluation of outcomes listed in Section 3 and as directed
- Remain current on industry best practices and methodologies and incorporate lessons learned
- Consistently take steps to understand NCIS's crucial business issues and opportunities
- Ensure its products and services deliver tangible and meaningful business benefits
- Share the risks and responsibilities of joint implementations and initiatives
- Work collaboratively with NCIS personnel, other contractors, government agencies, and business partners to ensure project success
- Stay current and advise on DON and IC IT initiative impacts to NCIS
- Identify opportunities for IT efficiency and/or effectiveness in current or future planning years
- Keep current, follow and provide insight to all Federal policies and regulations related to the NCIS ITD and specifically the responsibilities of the NCIS ITPMD

3.1 Enterprise Architecture

The Clinger Cohen Act of 1996 specifically mandates that Federal Chief Information Officers (CIOs) develop, maintain and facilitate sound and integrated information technology architecture for the executive agency. The ITPMD is responsible for the creation, documentation and maintenance of the NCIS EA. The EA captures and manages the relationships and interconnections of NCIS both internally and externally regarding the people, functions, processes, and technology that enable NCIS to perform its mission.

The NCIS EA provides for several purposes, some of which are identified below:

- Maintains NCIS IT alignment to the DON EA, policies, governance and processes.
- Follows the Department of Defense Architecture Framework (DODAF) for modeling artifacts for NCIS systems of record in DITPR-DON as required by the DON
- Manages and keeps NCIS informed on current EA initiatives
- Provides the data and planning information to transition to the future state and gives feedback to strategic and tactical plans

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 11 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Provides application rationalization input for better cost efficiency

NCIS is a small agency with a specific mission that is unique in the DON. Due to its nature, the agency must be responsive to world events and threats and in contrast, must also have the ability to assess impacts, forward plan and find cost efficiencies that are tied to mission impacts and operational needs. NCIS must be enabled to manage the necessary requirements and to use current IT and direct resources.

The EA DODAF models are created using System Architect within the SYSCOM Architecture Development and Integration Environment (SADIE). The NCIS EA will be stored both in SADIE and within NCIS as required. In addition, the necessary EA information will be used as part of an integrated data set along with budget, asset management, and project management data that reside within the PFM function in order to support better decision making and risk assessments. Doing so will facilitate:

- Better planning regarding the adoption of technologies
- Best use of current technology
- Tying operations and process to the IT it relies on
- Understanding the impact of decisions to any aspect of the NCIS mission including Management & Administrative (M&A) functions such as HR, IT and Facilities

To produce and manage the NCIS EA, knowledge of the Federal Enterprise Architecture (FEA), DoD and DON EA guidance, and policies are essential. To be successful in this area, the contractor should have an understanding of the Joint Capability Areas (JCAs), Joint Capabilities and Integration Development System (JCIDS), and the basic concept of the Global Information Grid (GIG), which are core pieces in the alignment and planning efforts for the NCIS EA to the DOD and DON EA and PFM efforts.

The NCIS As-Is EA consists of the business architecture views along with the needed system architecture views and has been base-lined and recorded within the System Architecture (SA) tool that resides in the SADIE environment. These DODAF artifacts are used for compliance in DITPR-DON. The EA team keeps our EA updated with the latest DODAF versions and instructions. In addition, the staff is involved in various DON EA meetings and activities as required to keep NCIS current and to provide feedback to DON EA regarding NCIS specific impacts or recommendations. The NCIS EA has consolidated a list of applications, systems, websites, hardware, platforms, software (SW), and networks and is working to associate them with the appropriate mission area and business sponsor.

The application rationalization activity is providing insights into duplications of functionality, use of multiple versions of SW, and relationships among the IT components to name a few. This effort is moving forward to provide recommendations on retirement, better use of currently owned products, availability of more cost effective ways of performing needed functions and other opportunities to consolidate or operate in a smarter manner. The transition planning activities have begun and an EA Target Architecture is being created along with the To-Be state. A Technical Reference Model will be created from current applications rationalization data and a review of any other needed reference models will be discussed.

The need for specific EA artifacts in assisting ITD projects is beginning and will expand into the future. The EA team is producing the IT Services Framework and will move onto a catalog once the framework is approved. There are current drafts of the framework that are being utilized to create an improved and complete document. The contractor is expected to provide personnel capable of further EA development and the ability to analyze the EA to perform required tasks and achieve the stated outcomes in this section.

To produce the EA, a Program Plan is expected that focuses all EA activities on achieving mission outcomes toward specific NCIS strategies, challenges and priorities of NCIS ITPMD. The plan should allow time for budgetary considerations and timelines, mission and IT priorities, IT capital planning selections and risk mitigation to occur in both the current budget year and future budget years - prior to the execution. The schedule of these activities and their prioritization will be discussed and determined by the Government, along with the requirements of other interdependent functions within NCIS ITD, and any Federal mandates or guidance.

3.1.1 Enterprise Architecture Outcomes

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 12 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Desired outcomes include but are not necessarily limited to the following:

- Artifacts that assess impacts of IT decisions such as the introduction, reduction, consolidation or retirement of a technology, application or system associated with application rationalization will be created
- Application rationalization efforts will be accomplished and documented in a centralized and managed manner. All NCIS IT services, applications, systems, networks and infrastructure in terms of their inter-relationships and platforms used that connect to specific missions and services provided to NCIS will be part of that effort.
- Information that can be used to analyze cost and changes will be produced
- Visibility into the technologies and processes that allow for NCIS IT to become more agile and flexible will be achieved.
- ITPMD will have EA Transition, Target and To-Be Plans
- The NCIS EA will comply with and align to the DoD/DON and Intelligence Community EAs
- NCIS EA artifacts will be created and managed at unclassified and classified levels, including impact analysis reports and recommendations.
- Integration with other functional areas within ITPMD such as Strategic Planning and PFM and other functional areas listed in Section 3 of this SOO will be accomplished
- Collaboration with IT Services Division , DON EA and other Federal, LE/CI organizations will occur as required
- EA processes, policies, and procedures will be created and maintained

3.2 Lifecycle Management

ITPMD requires complete, accurate, and up-to-date reporting on all IT inventory to ensure the effective and efficient disposition of NCIS IT assets, to better gauge deployment needs and adoption rates, and to support executive decision-making. Support services are needed for ITAM, and CM.

Currently these sets of business processes are not completely documented. Headquarters (HQ), Continental United States (CONUS), and OCONUS Field Office (FO) inventories need to be updated in the Division's repository of record (Remedy) and maintained on a regular schedule. The terminology to be used in the repository must be standardized and codified in policies, processes, and procedures. Life cycle cost management has not yet been initiated. The NCIS HQ Base Realignment and Closure (BRAC) occurred in FY10 moving NCIS HQ from the Washington Navy Yard to the Russell-Knox Building in Quantico, VA. Limited storage space and distance from Military Transportation (MILTRAN) caused another review of the logistical process. It should be noted that the logistical areas of operations are currently effectively executed for the FOs however management of HQ assets and an overall logistical support process and management is required and has begun at the new HQ location.

3.2.1 IT Asset Management

A plan for how IT assets will be managed should be developed concurrently with collection of asset data. The inventory does not include all the necessary data for NMCI, One-Net, and/or NGEN. Current HQ assets need improved process and procedures for centrally managing and tracking inventory. NCIS FO IT inventory is consolidated into the master listing to provide a global IT asset management library. This inventory will be stored in Remedy or other asset tool as designated. The successful vendor will be expected to use this tool or a similar application to manage hardware and software license records for all of NCIS. Inventories identified and managed may span multiple security domains (Unclassified, Secret, and Top Secret).

3.2.1.1 Software License and Contract Management

Network-wide COTS and GOTS data needed include, but are not limited to, license counts, warranty data, contract details, software keys etc. Procedures for maintaining software inventory shall be established and approved by NCIS. The specific outcomes are standardized inventory terms, documented processes, standard operating

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 13 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

procedures, as well as centralized, current, inventory using an automated tool that will also be audited and used by NCIS ITD management and personnel. The Government requires access to reports from within the inventory software tool as needed and as required. The ITAM personnel are the gatekeepers for the tracking and use of SW licenses per approved license agreements and authority from the Government.

3.2.1.2 Hardware License and Contract Management

Network-wide user hardware configurations shall be itemized and base lined in the same Helpdesk application system used to inventory software. Hardware items include but are not limited to workstations, servers, network equipment, cell phones and other wireless technologies. Contract-provided Government Furnished Equipment (GFE) and data shall be inventoried and validated, and will include existing equipment as well as equipment identified for purchase under new contracts. Procedures for maintaining hardware inventory shall be established and approved by NCIS. The ITAM personnel are the gatekeepers for the tracking and use of HW licenses per approved license agreements and authority from the Government.

3.2.1.3 IT Asset Logistics Management, Tracking and Reporting

A basic logistics process is currently operational. This includes preparing quotes for procurement packages, receiving, shipping, bar coding, and automated registration. The successful vendor shall improve upon and continue to execute standard operating procedures (SOPs), currently in place and ensure that new procedures created in support of software and hardware licenses and other inventoried items are managed in accordance with adopted logistics procedures. The vendor shall document and maintain logistics processes and procedures, utilizing the same tool used for hardware and software inventory. ITPMD is responsible for tracking and reporting the disposition status of the assets (e.g., whether equipment or software is assigned, newly received, or retired), the contractor will execute the Defense Reutilization Marketing Office (DRMO) process for NCIS IT assets.

3.2.2 Configuration Management

ITPMD will provide for the complete Configuration Management operating environment, including the CM Plan, an automated process, and procedures instantiated in the Process Asset Library (PAL). Currently a Configuration Control Board (CCB) is in place; however, there is a need for operational enhancements to the Board's charter. The vendor is expected to collaborate with the Change Manager to perform as expected in this functional area. The vendor shall review the current Configuration Management Plan and procedures and provide NCIS with recommendations for changes to it if needed. It is expected that the vendor will create products from software baseline libraries, create, update, and manage access to the application, as well as record each CM transaction.

3.2.3 Lifecycle Management Outcomes

Desired outcomes include but are not necessarily limited to the following:

- Comprehensive, current, validated, and automated hardware and software inventories of in-house and contractual GFE that can be used to support executive decision-making, financial planning and can successfully sustain audits will be created and maintained
- Managed hardware and software license records for all of NCIS using Remedy (or NCIS tool) as the repository of record for IT assets
- Completed and updated plans, policies and procedures for ITAM and CM
- A CCB that performs efficiently through optimizing its available resources
- A complete and current inventory and reporting per DON regulations as appropriate (e.g. DADMS).

3.3 Communications

The ITD's new organizational structure and NCIS mission and operational requirements mandate that the ITD implement critical changes to effectively disseminate internal and external information, improve customer and stakeholder product and service delivery, enhance how the ITD is perceived, and manage customer expectations. The ITD depends on open and complete communication between all divisions, throughout NCIS and to external entities, proper information dissemination demonstrating the good work accomplished, and notification of upcoming

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 14 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

or expected product and service delays. Communication requirements include utilizing current communication vehicles along with identifying and implementing innovative communication, marketing, and public relations methodologies. This area includes providing social media advice and support for the NCIS Social Media Working Group and research on IT communication methods that could be utilized within NCIS to support our mission and the growing expeditionary nature of our support for the DON.

The ITD must continuously update itself to fit new mission criteria, new mobile environments, become more agile to address new mission challenges, and respond purposefully to adopt critical emerging technologies. Creating a cohesive communication process is essential to fulfill current and evolving NCIS mission objectives. Implementing a strong internal and external communication program motivates ITD staff to become a cohesive group implementing tactical customer service activities to enhance its reputation and to disseminate information with the least amount of resources. By aligning a sound, communicated plan with a clear and understandable strategic plan all staff should be able to understand and articulate the mission, vision, and values of the ITD -- this is important to the ITD's overall success. This alliance also will ensure staff's personal linkage to the ITD strategic plan.

Good communication is also essential for successful strategic planning. Best industry practices principles makes it clear that communication has to be a multidirectional dialogue, flowing from the top-down and bottom-up, as well as operating horizontally across an organization. Effective communications is critical at all NCIS and stakeholder levels. ITPMD's responsibilities are described below:

- Develop and implement a strategic communications program documenting supporting policy, process and procedures to establish and reinforce strategic communications program framework
- Create and implement targeted communications plans
- Establish communication integrated process teams (IPTs)
- Assist with the research, writing, and production of all communication products, using a variety of communication vehicles
- Create brands, slogan, logo and props
- Create repository method to maintain strategic communications documentation, artifacts, tools and resources
- Maintain internal and NCIS-wide IT Newsletter and other media
- Assist with researching and writing other strategic, policy, process, and procedural documents, briefing material, and artifacts.
- Perform benchmarking and identify best practices in strategic communications and organizational change management
- Forge cooperative relationships to obtain and share relevant, timely information internally and with customers and decision-maker
- Perform change management and team confidence building activities
- Develop and maintain ITD information on Microsoft SharePoint website containing essential information on all IT services, policies, SOPs (required development), forms, and activities
- Create required Wiki sites for EA, etc., to enable sharing of information between external stakeholders
- Assist with researching new communication technologies and develop plans to adopt technology into the environment
- Create and implement blogs
- Develop and distribute blog suspension information and requirements policies
- Develop and implement social media incident response plan

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 15 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- Liaison with Public Affairs Office
- Assist with the development, implementation and oversight of performance measures
- Capture best practices and employ lessons learned

3.3.1 Communications Outcomes

Desired outcomes include but are not necessarily limited to the following:

- A strategic communications program will be developed and implemented, and targeted communications plans are documented and implemented.
- Policy, process and procedures are established that reinforce communications strategy and plans.
- A repository of communications documentation, artifacts, tools, and resources is created and maintained.

3.4 Program and Fiscal Management

The preeminent service area for ITMD is program and fiscal management which encompasses a broad range of functions that are in and of themselves fairly complex. The major elements of ITPMD's Program and Fiscal Management responsibilities are Portfolio Management, Capital Planning and Investment Control, Program Management/ Project Management (PM), Programming, Planning, Budget and Execution, procurement support, and Change Management.

ITPMD must perform successfully in the program and fiscal arena to ensure that the NCIS mission, goals, and objectives are met. Without sound fiscal management, programs go unfunded, priorities are unknown and important operations may not be initiated nor successfully sustained. Without strong program management principles and operational processes, sound fiscal management is unachievable. Accurate analysis of program and project performance and reporting are critical elements of executive decision-making and are therefore core business areas for ITPMD.

All NCIS acquisitions must adhere to the PPBE and Procurement Administrative Lead Time (PALT) schedules which specify milestone dates for various planning and acquisition actions and their fiscal thresholds. The PALT is the key business driver for financial planning and acquisition performance. Regardless of the program or fiscal functional area specified, the vendor must coordinate with other key stakeholders (e.g., contract staff, project managers, etc.), assist the Government in the development of key acquisition artifacts (e.g., Statements of Work or Objectives, purchase requisitions, acquisition strategy documentation, etc.), and track submitted packages to successful completion.

This effort includes staffing to support the NCIS Comptroller with the overall NCIS financial management responsibilities per the DON PPBE and associated laws and regulations.

3.4.1 Portfolio Management (PfM)

NCIS ITPMD's goals for PfM can be found in SECNAVI 8115.02 which underscores its usefulness in providing a methodology for determining, evaluating, and prioritizing impacts and trade-offs among a variety of IT projects and other initiatives when resources are limited or uncertain. The overall objective of a PfM process is to deliver substantial benefits and operational capabilities to NCIS. Additionally, it facilitates achievement of the NCIS mission and business objectives by aligning proposed investments with strategic and tactical goals specified in NCIS strategic and tactical direction, DON IM/IT Strategic Plan and the IM/IT Investment Strategy, balances potential benefits against costs and risks, and provides continuous feedback to help senior managers make decisions on new or ongoing investments.

Currently a Technology Capability Request form is used to submit investment requests into the PfM process for ranking according to the IT management governance process. If the investment is selected to become a project, additional documentation for a business case needs to be prepared. This PfM process has been updated and is being reinstated. Risk, budget, and mission alignments have been addressed. It is expected that the successful vendor will develop a plan including the end-to-end process with procedures, to roll it out, and to institutionalize it by training relevant stakeholders as needed and as required.

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 16 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

3.4.2 Capital Planning and Investment Control (CPIC)

The CPIC process aligns IT investments with NCIS's strategic planning, Enterprise Architecture and budget, and enables NCIS to effectively analyze, select, control, and evaluate IT investments. CPIC is a systematic approach to managing the risks and returns of IT investments for a given mission, and the ITPMD desires a robust process that can be executed in a straight-forward manner.

Although the Analyze and Select aspects of ITPMD's CPIC process are in place, currently both Control and Evaluate are still to be developed. The vendor must complete these phases and bring further innovation to the process by establishing a management dashboard so that decisions can be made objective and consistent. CPIC processes, procedures, and a plan to institutionalize them must be completed in the base contract period.

The contractor will support the four phases of the CPIC process: Analyze, Select, Control and Evaluate per the NCIS CPIC process guide. Also, the contractor will assist with CPIC administration and provide process support, including facilitation support and meeting minutes to CPIC working groups and panels.

3.4.3 Program Management / Project Management (PM)

Currently there is a need to standardize Program/Project Management artifacts such that each project reports the same data elements, follows standard processes using approved templates, and are monitored centrally. Each project shall be approved and assigned as part of the PfM process. Standard scheduling uses MS Project and there is a desire to implement MS Project Server. Contractor staff should be capable of project oversight, able to facilitate project management meetings, review ongoing projects, create a written assessment of findings, and provide weekly recommendations for management review. The contractor is expected to develop any necessary parts of the process that are needed, and is expected to provide resources capable of making recommendations for improvements that are based on best practices (such as those recommended by the Project Management Institute).

3.4.4 Programming, Planning, Budget and Execution (PPBE)

Knowledge of Federal Fiscal and Appropriations Law is highly recommended for support in this area. This functional area includes but is not limited to maintaining the NCIS budget information in the MS Access/Excel /SharePoint Tracker, using DON financial systems (e.g. PBIS and NiteStar), following and keeping updated SOPs, using the PR Builder tool for wide-area workflow (WAWF) procurement packages, and coordinating with NCIS, DONAA, SPAWAR, and DON Financial Management Branch (FMB) personnel on processes and data calls. The vendor is expected to follow all DON and NCIS policies and processes. The vendor will also utilize the DON Information Technology Procurement Request (ITPR) process, which includes completing the smart form and submitting packages for approval as needed and as required.

3.4.5 Procurement Support

All NCIS acquisitions must adhere to the PALT schedule which specifies milestone dates for various acquisition actions (e.g., contracts, purchasing, options exercises, etc.) based on their fiscal thresholds. The vendor is required to coordinate with all appropriate acquisition offices (NCIS, NAVSUP/ FLC and NAVSUP/Weapons System Support (WSS) and organizations to ensure packages submitted are complete and on time. It is expected that the vendor will integrate its actions with other functional processes such as ITAM and PfM, and coordinate with the end user to identify requirements and efficiencies.

3.4.6 Change Management

This functional area is much broader than is often portrayed. In this assignment, the vendor will track changes from Congress, the IC, the DON, and NCIS that impact the IT Directorate in order to understand risks, options available, mitigation strategies, and timelines, in the context of NCIS IT for decision making and planning adjustments.

3.4.7 Program and Fiscal Management Outcomes

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 17 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Desired outcomes include but are not necessarily limited to the following:

- The IT Portfolio will be inventoried, base lined, and monitored. Every project in the portfolio will be maintained with up-to-date information such that executive management can rely on its contents when making investment decisions.
- Portfolio projects will be vetted through the CPIC process and will align to the EA.
- IT Procurement Requests and associated documentation for procurement packages will be produced and processed.
- IT Budget Formulation reports such as the Secretariat Review Board (SRB) submission will be produced and alignments will be maintained within the NCIS tracker and DON financial and reporting systems.
- Annual IT budget submissions and Program Objective Memorandum (POM) inputs will be delivered complete and on time.
- IT project expenditures will be tracked and financial status reports will be prepared and delivered as needed.
- Assistance will be provided as needed and as required for quarterly and/or ad-hoc portfolio reviews and financial data calls responses. The Portfolio will contain Return on Investment (ROI), lifecycle costs and Total Cost of Ownership (TCO).
- A consolidated IT report of investments will be created, indicating which demonstrate best value and provide optimum operational benefit to NCIS
- Invoice payments will be monitored and processed.
- Assistance will be provided to assemble recommended POM, develop the ranked priorities list, validate the new requirements, and rank new unfunded initiatives
- Assistance will be provided to translate the POM into the budget and budget formulation process, which includes preparation of various DoD schedules
- Analytic support will be provided during the budget formulation process
- Assistance will be provided for development of budget for Congressional briefings
- Assistance will be provided for the researching and tracking Congressional marks and language
- Congressional Language will be monitored. Assistance will be provided for preparing responses to Congressional queries
- Assistance will be provided for developing year-end closeout funding recommendations for ITD leadership.
- Assistance will be provided for year-end close out to ensure the NCIS obligation rate is 99%
- The integrated agency accounting and financial management system, including financial reporting and internal controls, will be maintained
- Compliance with applicable accounting principles, standards, and requirements, and internal control standards will be achieved. Compliance with policies and requirements as may be prescribed by the Defense Financial Management Service (DFAS), Department of Defense Comptroller, and Director of the Office of Management and Budget (OMB) will be achieved
- Cost information will be developed and reported.
- Performance data will be systematically measured.

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 18 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Processes, procedures, and workload distribution will be assessed.

3.5 Plans, Policy and Procedures

The ITD must adhere to a hierarchy of Executive, Legislative, Federal, DoD, DON, Office of Personnel Management (OPM), and NCIS regulations, guidance, policies, directions, issuances, memorandums, strategies, and standards. The ITD uses policies, processes, and procedures to meet its regulatory mandates and strategic goals. Policy governs IT operations; processes describe how we conform to policies; and ITD procedures describe step-by-step instructions on how to implement the processes. The ITD also uses policy, process and procedures to ensure compliance with strategic objectives and governance, and to provide quality customer service.

Policies, processes, and procedures provide transparency into ITD functionality and capabilities. They enhance communication, teaming, knowledge management, assist with planning and program execution, provide opportunity for analysis and implementation of ITD's organizational activities, and provide training and resource management. To adequately perform within a dynamic global environment, the ITD must have concise performance processes and procedures to plan and execute policy, acquire proper resources to produce requisite outputs, evaluate and monitor customer and stakeholder requirements, utilize best industry practices, compile lessons learned, and evaluate and monitor performance measures. All policy planning directly overlaps with strategic planning activities.

3.5.1 IT Strategic Planning

To meet the continuous and transformational needs of NCIS in support of our Navy, Marine Corps and Joint forces personnel, the ITD understands the necessity and the sense of urgency to identify and review operational, tactical and programmatic challenges, and uncover IT challenges. This requires adoption of robust strategies, goals and initiatives to effectively support the current and evolving NCIS mission. Strategic planning, in tandem with business process evolution, policy identification, acquisition and budget support, and production and maintenance of SOPs are all essential functions that when performed in unison will allow the ITD to meet and forecast evolving NCIS mission requirements.

The primary purposes of the IT Strategic Plan are:

- To give clarity to the executive leadership, customers, and other stakeholders, about what will be achieved by the IT Directorate
- To be the authoritative source of all IT-intensive programs and projects, to which all project and program management initiatives should refer to and be consistent with
- To allow retrospective measurement of whether the IT Directorate achieved its goals over time

Without strategic direction, NCIS risks internal misalignment and the likelihood that it will fail to respond adequately to global IT mission objectives. The ITD's other major focus continues to be customers and stakeholder product and service delivery. Our strategic initiatives aligned to best industry and/or business standards will provide our customers and stakeholders with value-added satisfaction. Companion acquisition and budget processes are also driven by the strategic plan. Enhancing collaboration between our Cyber partners, other external partners, customers, and stakeholders are priorities. Workforce retention, recruitment and training require a new aggressive emphasis.

The strategic plan must also align to tactical planning efforts to directly address the current global threat environment and take into consideration NCIS, Navy and Marine Corps evolving tactical and operational challenges along with providing quality customer and stakeholder IT services support. This effort will provide for an IT Program Direction Document in support of the NCIS mission and strategic direction.

3.5.2 Continuity of Operations Planning

NCIS must be able to maintain continuity of the Department of the Navy (DoN), NCIS mission essential functions (MEFs), and perform actions to increase the survivability of all NCIS personnel during crisis and emergency events. This effort will provide the planning, policies, procedures and coordination that will provide for an effective execution and maintenance of COOP and associated efforts.

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 19 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

COOP planning and activities will comply with OPNAVINST 3030.5B, SECNAVINST 3030.4C, and National Security Presidential Directive-51/Homeland Security Presidential Directive-20 (NSPD-51/HSPD-20), National Continuity Policy to maintain a comprehensive and effective continuity capability that ensures seamless and immediate continuation of MEFs.

3.5.3 Plans, Policy and Procedures Outcomes

Desired outcomes include but are not necessarily limited to the following:

- NCIS will develop, implement, and have the ability to maintain a strategic planning program that incorporates policy, process, and procedure components.
- A five-year Strategic Plan will be developed and implemented.
- ITPMD will have aligned NCIS' mission, strategic objectives, goals, and vision to those of the DoD and the DON
- Integrated Process Teams will have been established and implemented to obtain alignment with planning, policy and process objectives
- Required strategic planning components within divisions, IT PFM, EA, ITAM, IA, program management, budget, acquisition, and software development etc. will be identified, scheduled, and developed
- Procedures for monitoring (performance objectives, metrics), and modification strategies to address crisis, and internal and external changes will be built into the Strategic Plan
- Tools necessary for both information management and dissemination will be identified and deployed where possible
- An approach to liaison with internal NCIS, DON CIO, DON, and DOD strategic, regulatory, and policy groups will be executed
- A policy/process/SOP program that includes "feedback" and update processes will be established
- Current and relevant policies, and documents, including standard operating procedures will be identified, created, and aligned as required
- A repository will be created for documentation, artifacts, tools, and resources

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 20 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

4. Applicable Documents Incorporated

4.1 Communication Regulations, Guidelines and Policies, and Public Affairs

- *Joint Public Affairs (Joint Publication) 3-61*, serves as a reference for joint communications activities as well as serves as a guide for constructing a communications program.
- *DoD Directive 5205.2, DoD Operations Security (OPSEC) Program*, provides guidance and examples of acceptable and unacceptable information for dissemination to the public.
- *DoN Public Affair Policy & Regulations SECNAVINST 5720.44B*, provides guidance on Navy Public Affairs programs to include release of information, community relations, principles, fundamentals, and functional areas.
- NCIS Chapter 42, *Public Affairs: Media Relations, Congressional Affairs, and Law Enforcement Liaison*. This document specifically serves the needs of NCIS.

4.2 DoD and DON Social Media Policy

- **NARA Bulletin 2011-02 - Guidance on Managing Records in Web 2.0/Social Media Platforms (October 20, 2010)**
- CNO Guidance for 2011 - Executing the Maritime Strategy (October 2010)
- Directive-Type Memorandum (DTM) 09-026 - Responsible and Effective Use of Internet-Based Capabilities - Change 1 - 16 September 2010 (original 25 February 2010)
- ALNAV 056-10 -- Internet-Based Capabilities (IBC) Guidance --
- Navy use of Internet-Based Capabilities (IBC) -- COMFLTCYBERCOM - R081559Z -
- Interim Guidance for Internet-Based Capabilities -- COMNAVNETWARCOM - R181714ZMar10
- DoN CIO Memo on New Web Tools
- Navy Policy for Content of Publicly Accessible World Wide Web Sites - SECNAVINST 5720.47B
- DoD Web Site Administration Policies & Procedures
- Social Media Handbook for Navy PAOs - 2011 Edition Social Media Handbook for Navy PAOs - 2011 Edition
- Navy Command Social Media Handbook - Fall 2010
- Social Network Training (STRATCOM)
- Facebook Basics for Navy Commands

4.3 Program and Fiscal Management

- PFM SECNAV Directive 8115.01
- SECNAV Instruction 8115.02
- Federal CPIC requirements
- DoD Directive 8100.1 Global Information Grid (GIG) and DoD Architecture Framework (DODAF)
- DOD Directive 4630.5 Interoperability and Supportability of Information Technology and National Security Systems

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 21 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- CJCSI 3170.01F Joint Capabilities Integration and Development System (JCIDS)
- Capability Maturity Model integrated (CMMi)
- 4.4 IT Strategic Planning Strategy, Regulations, Guidance, and Policy
 - DON NNE~2016 Strategic Definition, Scope and Strategy
 - Acceptable Use Policy of IT Resources
 - The Naval Criminal Investigative Service Strategic Vision
 - NCIS Core Mission Areas and Mission Support Functions
 - NCIS Strategic Vision: Global Support to Global Challenges
 - DITPR-DON Process Guidance v1.0
 - Chief Information Officers Council
 - Guide for Developing and Using IT Performance Measures
 - UNSECNA V memo of December 3, 2010, Subj: Department of the Navy (DON) Information Technology (IT)/Cyberspace Efficiency Initiatives and Realignment
 - DON CIO memo of December 20, 2010, Subj: Department of the Navy (DON) Information Technology (IT)/cyberspace
 - Efficiency Initiatives and DON IM/IT/cyberspace Campaign Plan FY 2011-2013
 - Realignment Tasking OPNAVINST 3030.5B, “Navy Continuity of Operations Program and Policy”, dated October 20, 2009
 - SECNAVINST 3030.4C, “Department of Navy Continuity of Operations Program”, dated July 22, 2009
 - DoD Directive 3020.26, “Defense Continuity Program (DCP)”, dated January 9, 2009
 - DoD 8910.1-M, “Department of Defense Procedures for Management of Information Requirements”, dated January 30, 1998
 - NSPD-51/HSPD-20, “National Continuity Policy”, dated May 9, 2007 & “National Continuity Policy Implementation Plan”, dated August 2007
 - FCD-1, “Federal Executive Branch National Continuity Program and Requirements”, dated February 2008
 - FCD-2, “Federal Executive Branch Mission Essential Functions (MEFs) and Primary MEFs Identification and Submission Process”, dated February 2007
 - NCSD 3-10, “Telecommunications Operations”, dated July 25, 2007

5. Place of Performance

The contractor will execute these objectives on site at the Russell-Knox Building

27130 Telegraph Road, Quantico, VA 22134. Travel may be required in performance of this SOO, to include travel outside the U.S. All travel is at the discretion and approval of the NCIS Contracting Officer Technical Representative (COR). To minimize travel costs, Contractor will be required to make maximum use of NCIS VTC and telephone conferencing capabilities in performance of this SOO.

6. Period of Performance

The anticipated period of performance is comprised of a base year with four option years. The performance of the base year will be from contract/award through 12 months.

7. Transition Schedule

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 22 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The Contractor shall have up to 30 days to transition work from the legacy contract to the new ITPMD effort. To minimize the cost of transition, the Government desires a phased approach, with the on-boarding of key personnel at the beginning of the transition period. These key personnel will overlap with the incumbent staff to receive on-the-job training of the contract environment and the established policies, procedures and approaches to supporting ITPMD. The key personnel will then be responsible for the training of the remainder of the contract staff as they transition onto the contract. The contractor's transition plan shall be finalized at the contract Kick- Off Meeting.

8. Deliverable/Delivery Schedule

This schedule will be coordinated with Government to provide priorities for each item over the life of this contract. These are recommended deliverables for achievement of the outcomes discussed in this SOO but not limited to this listing. The contractor will provide for the outcomes and administration of this contract in coordination with the Government.

FUNCTION	DELIVERABLE	DISTRIBUTION	DELIVERY
Overall Task Management	Kick-Off Meeting	Key NCIS Personnel	5 days after award
Overall Task Management	ITPMD Program Management Plan	Key NCIS Personnel	5 days after award
Overall Task Management	Monthly Status Reports	COR	Monthly, due by 15th
Overall Task Management	ITPMD Program Support WBS	COR	10 days after award
Overall Task Management	End of Fiscal Year Critical Documentation Capture	COR and Key NCIS Personnel	Annually as required
Overall Task Management	Invoice Back up Information	COR and Key NCIS Personnel	monthly w/invoice
Overall Task Management	Meeting Facilitation	COR and Key NCIS Personnel	as requested
Overall Task Management	Meeting Minutes	COR and Key NCIS Personnel	as requested
Overall Task Management	POA&M and Schedule	COR and Key NCIS Personnel	as requested
Overall Task Management	Performance metrics and measurements plan and procedures	COR and Key NCIS Personnel	30 days after award
Enterprise Architecture	EA Program Plan & Schedule	Key NCIS Personnel	as requested
Enterprise Architecture	Technical Reference Model	Key NCIS Personnel	as requested
Lifecycle Mgmt	Baselined Worldwide Inventory Report	Key NCIS Personnel	as requested
Lifecycle Mgmt	ITAM & CM Plan	Key NCIS Personnel	as requested
Lifecycle Mgmt	ITAM & CM Recommendations Report	Key NCIS Personnel	as requested
Communications	Strategic Communications Program Plan /	COR and Key NCIS Personnel	as requested
Communications	IT Strategic Plan and Program Direction Document	COR and Key NCIS Personnel	as requested
Security	ITPMD Program Support Security Plan	COR	Within 30 business days of award
Program & Fiscal Mgmt	Baselined ITD Portfolio	Key NCIS Personnel	as requested
Program & Fiscal Mgmt	Portfolio Best Value Report	Key NCIS Personnel	as requested

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 23 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

FUNCTION	DELIVERABLE	DISTRIBUTION	DELIVERY
Program & Fiscal Mgmt	Change Management Plan	Key NCIS Personnel	as requested
Program & Fiscal Mgmt	Annual ITD Budget Submissions	Key NCIS Personnel	as requested
Program & Fiscal Mgmt	Comptroller reports (e.g. commitments, unaccepted documents)	Key NCIS Personnel	as requested
Policy, Plans, & Procedures	ITD Strategic Plan	Key NCIS Personnel	as requested
Policy, Plans, & Procedures	ITD Operations Manual: Policies, Processes, and Procedures	Key NCIS Personnel	as requested
Policy, Plans, & Procedures	COOP Plan, Policies and Procedures, Mission Essential Functions listing and metrics for readiness certification.	Key NCIS Personnel	as requested

9. Security Requirements

Contractor shall not disclose sensitive or proprietary information of or in possession of, NCIS or any of its operating units. All contractor employees will be required to sign a Government provided non-disclosure form. Within 30 days of award a security plan will be delivered to the Government that outlines how the vendor will follow all security requirements and keep it updated.

The contractor shall perform on this contract in accordance with the DoD Industrial Security Manual (DoD 5220.22M) and shall ensure that classified material is handled in accordance with the latest appropriate security classification specifications.

All personnel must be clearable to the SECRET level. The contractor shall submit adequate clearance packages within ten (10) calendar days of identification of increased security requirements. A Form DD 254 is attached.

Key personnel must be clearable to TOP SECRET (SCI) level and will be required to pass a Counterintelligence Security Polygraph (CSP) examination. The contractor shall submit adequate clearance packages within ten (10) calendar days of identification of increased security requirements. Upon vacancy of a key position the vacancy will be filled at the appropriate clearance level within 10 business days. A Form DD 254 is attached.

10. Key Personnel

The contractor must identify key personnel in the technical proposal. Key personnel will not be changed by the contractor without Government approval of the replacement, as per the key personnel clause. The skills for replacement of key personnel shall meet or exceed those of the key personnel as the basis of the award of the task order. The contractor shall notify the Contracting Officer upon replacing personnel and will be granted not more than 15 business days to replace the person in that position.

All position descriptions are included in APPENDIX A. The following positions are considered key personnel and are **required to have a TS/SCI clearance**:

COOP planning/support due to the exposure to sensitive information and required access to high level clearance facilities.

- **IT Budget personnel** in support of the Government in the PPBE process which includes but is not limited to the formulation and execution of the FCIP funding for IT and in support of the Comptroller. This includes assistance in responding to and managing data calls for NIP and MIP funding. Budget personnel will require a Joint Worldwide Intelligence Communications System (JWICS) account in order to provide budget management support for intelligence funding including responding to data calls, tracking and balancing funding and providing business case support.
- **IT Asset Manager(s)** in order to access facilities for the pick-up or delivery of equipment, to perform DRMO responsibilities, and to manage IT SW and HW licenses and assets.

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 24 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- **Enterprise Architecture Lead** for the design and planning of EA artifacts, planning and information, participation in working groups, access to intelligence facilities for collaboration or answering data calls that reside on the JWICS network.

11. Conflict of Interest:

FAR Subpart 9.5 “Organizational and Consultant Conflicts of Interest” applies to this acquisition. The Contracting Officer will ensure the conduction of this effort is in complete accordance with the regulatory guidance related to conflicts of interest. All contractor personnel will sign a non-disclosure statement due to the exposure of financial and other contract information in support of the Government. As a result of the conflict of interest that participation in this requirement creates, the awardee and their subcontractors shall not be allowed to compete for the upcoming NCIS requirement for Information Technology Support Services.

12. Travel:

All travel will be provided at the convenience of the Government and in accordance with DoD Joint Travel Regulations.

APPENDIX A: Personnel Requirements

Minimum and desired qualifications for all personnel are listed below including Key Personnel. Additional qualifications for Key Personnel are identified in Section 10.. In instances where more than one person is proposed for a functional area it is expected that there will be a mix of junior and mid-level staff. The information below supplements the requirements that are detailed in Section 3, Functional Areas and Associated Outcomes.

Program Manager: Mid-level project manager with a demonstrated ability to lead and manage a multi-disciplinary team of technical, financial, and administrative staff for government customers in the information technology domain. Must have the ability to schedule and deliver project plans, project schedules, financial reports, invoices, and Contractor performance management artifacts to the Contracting Officer Representative as scheduled and as required. Strong written and spoken communication skills are required. Must have the ability to provide subject matter expertise in at least 2 functional areas specified in the SOO (i.e., the project manager should contribute to the work program in addition to providing project management of the team). Must have at least 5 years of experience or 3 years with a BS degree.

Program Manager Desired Qualifications: Skilled in the use of MS Project; Project Management Professional (PMP) certification

COOP Planner: Demonstrated ability to develop pragmatic Continuity of Operations Plans for medium to large data centers that support users worldwide across multiple security classification domains. Must be able to sustain collaborative relationships with team members and managers both within NCIS and with other Government agencies. Strong written and spoken communication skills are required. Must have at least 5 years of experience or 3 years with a BS degree.

COOP Planner Desired Qualifications: Familiarity with NSPD-51/HSPD-20 “The National Continuity Policy Implementation Plan,” May 9, 2007, FEMA, *Federal Preparedness Circular 65, 2004* and/or other relevant policies and guidance; DoN IT Policy and Procedures

Enterprise Architect: Mid-level analyst/engineer able to work collaboratively to analyze and assess IT decisions and their impacts in terms of introducing, reducing, or retiring technologies. Validate the AS IS state and provide inputs to the recommended TO BE, as well as help create transition plans for all security classification domains, and give feedback to strategic and tactical plans. Strong written and spoken communication skills are required. Must be able to sustain collaborative relationships with team members and managers. Must have at least 5 years of experience or 3 years with a BS degree.

Enterprise Architect Desired Qualifications: Skilled in the use of System Architect; familiarity with DODAF, JCIDs and/or DoN IT Policy and Procedures

CM Analyst/ITAM Lead: Mid-level Configuration Management Analyst and Asset Management Lead able to

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 25 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

manage and track hardware, software, and licenses, and to create management reports and operations artifacts as scheduled and as required. Participate in and facilitate Configuration Control Board meetings. Must be able to sustain collaborative relationships with team members and managers. Strong written and spoken communication skills are required. Must have at least 5 years of experience or 3 years with a BS degree.

CM Analyst/ITAM Lead Desired Qualifications: Skilled in the use of Remedy; familiarity with use of a PAL, DON IT Policy and Procedures

IT Asset Analyst: Junior-level Asset Management Analyst able to take inventory and update and manage inventory documentation. Serve as the junior team member to the ITAM Lead. Must be able to sustain collaborative relationships with team members and managers. Must have at least 2-3 years of experience or a BS degree.

Communications Analyst: Mid-level Analyst able to provide appropriate internal and external communications services. Assist in the research, development, and documentation of plans, SOPs, and create other artifacts (e.g., Wikis, blogs, slogans, etc.). Must be able to sustain collaborative relationships with team members and managers. Strong written and spoken communication skills are required. Must have at least 5 years of experience or 3 years with a BS degree.

Communications Analyst Desired Qualifications: Familiarity with DON IT Policy and Procedures; Skilled in the use of SharePoint

Portfolio Manager/Analyst: Mid-level PFM specialist able to work with project managers, budget analysts, and others to fully implement the NCIS CPIC process while ensuring adherence to and/or compliance with DON CIO and NCIS ITPMD policies and procedures. Provide project oversight consistent with project and financial management industries best practices. Must be able to sustain collaborative relationships with team members and managers. Strong written and spoken communication skills are required. Must have at least 5 years of experience or 3 years with a BS degree.

Portfolio Manager/Analyst Desired Qualifications: Skilled in the use of MS Project; familiarity with the GIG, JCIDS, DON IT Policy and Procedures; OMB Policies

Budget Analyst: Mid-level Analyst able to create procurement and acquisition packages, formulate and submit budgets, and track packages to meet PALT and/or other deadlines. Create management reports as scheduled and as required. Manage, track and document all information across the PPBE process. Coordinate with contract staff, project managers, and DON financial managers. Must be able to sustain collaborative relationships with team members and managers. Must have at least 5 years of experience or 3 years with a BS degree.

Budget Analyst Desired Qualifications: Skilled in the use of Excel, Sharepoint. Familiarity with DON PPBE, financial management systems and processes; DFAS and OMB Guidelines, 508 requirements and DON financial policies and processes

Business Process Consultant/Engineer: Mid-level specialist/engineer able to work collaboratively to analyze and assess current business process pitfalls and bottlenecks and their impacts on workflow. Facilitate management and staff discussions to validate AS IS states and recommend future workflows. Propose appropriate performance measures and metrics and monitor new processes for effectiveness. Strong written and spoken communication skills are required. Must be able to sustain collaborative relationships with team members and managers. Must have at least 5 years of experience or 3 years with a BS degree.

Business Process Consultant/Engineer Desired Qualifications: Skilled in the use of Visio or other diagramming tool; familiarity with MS Project, CMMI

REQUIRED STANDARD OF WORKMANSHIP (OCT 1992)

Unless otherwise specifically provided in this contract, the quality of all services rendered hereunder shall conform to the highest standards in the relevant profession, trade or field of endeavor. All services shall be rendered by or supervised directly by individuals fully qualified in the relevant profession, trade or field, and holding any licenses required by law.

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 26 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(End of Provision)

REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations

Immunization

Passports, visas, etc.

Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite. Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 27 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(End of Provision)

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 28 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

N/A

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 29 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

52.246-5 Inspection of Services - Cost Reimbursement (APR 1984)

INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by Naval Criminal Investigative Services (NCIS), Information Technology Program Management Division (ITPMD)

(End of Provision)

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 30 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

4000	10/1/2012 - 9/30/2013
6000	10/1/2012 - 9/30/2013

TIME OF PERFORMANCE (FISC DET PHILA) (OCT 1992)

Services to be furnished hereunder shall be performed and completed as follows:

Base

4000 1 Oct 2012 - 30 Sept 2013

6000 1 Oct 2012 - 30 Sept 2013

Option I

4001 1 Oct 2013 - 30 Sept 2014

6001 1 Oct 2013 - 30 Sept 2014

Option II

7002 1 Oct 2014 - 30 Sept 2015

9002 1 Oct 2014 - 30 Sept 2015

Option III

7003 1 Oct 2015 - 30 Sept 2016

9003 1 Oct 2015 - 30 Sept 2016

Option IV

7004 1 Oct 2016 - 30 Sept 2017

9004 1 Oct 2016 - 30 Sept 2017

52.242-15	Stop-Work Order (AUG 1989)
52.242-15	ALTERNATE I (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 31 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative
Wendy C Conner, 15A1
27130 Telegraph Road
Quantico, VA 22134
wendy.conner@navy.mil
571-305-9503

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:

	Routing Table	Contracting Officer Notes
WAWF Invoice Type	Cost Voucher	-- Select 2-in-1 for FFP Services Only. -- Select Combo for Supplies, or Supplies AND FFP Services. -- Select Cost Voucher for all Cost Type Contracts. If none of the above applies, please call 1-800-559-WAWF (9293).
Contract Number	N00178-06-D-4861	-(Enter Contract Number)
Delivery Order Number	EX02	-(Enter DO Number)
Issuing Office DODAAC	N00189	-(Enter DODAAC of the activity issuing the contact.)
Admin Office DODAAC	S2404A	-(Enter Contract Admin Office DODAAC)
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)		-(Enter Inspector DODAAC (plus extension if applicable.))

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 32 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	N63285	- (Enter DODAAC (plus extension, if applicable.))
Acceptance At Other		-(Enter Other Acceptance Address if different from above (plus extension if applicable))
Local Processing Office (Certifier)	N63285	- Enter LPO DODAAC (Local Admin) (plus extension, if applicable)) or leave blank.
DCAA Office DODAAC (Used on Cost Voucher's only)	HAA721	-(Enter DCAA Office DODAAC when Applicable) - Check on DCAA website: www.dcaa.mil/
Paying Office DODAAC	HQ0338	- Enter Paying Office DODAAC located on Contract.)
Acceptor/COR Email Address	<u>wendy.conner@navy.mil</u>	-(Enter the Acceptor Email address for this Contract if applicable)

(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 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 form 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

252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

SUBCONTRACTING PLAN - NOT REQUIRED (FISC DET PHILA) (OCT 1992)

Since the contractor has been determined to be a Small Business Concern under the Small Business size standard established in this solicitation, no Small Business or Small Disadvantaged Business subcontracting plan is required.

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 33 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)

The highest level of security that will be required under this contract is Top Secret/Secret Compartmented Investigation (SCI) as designated on DD Form 254 attached hereto and made a part hereof.

The offeror shall indicate the name, address and telephone number of the cognizant security office;

The facilities to be utilized in the performance of this effort have been cleared to Top Secret level.

The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (252.209-7004) (DEC 2006)

a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$30,000 with a firm, or a subsidiary of a firm, that is identified in the Excluded Parties List System as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (52.204-9) (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 34 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

Accounting Data

SLINID	PR Number	Amount
400001	N6328513RC90036	224000.00
LLA :		
AA 1731804 12VA 253 63285 068892 2D C90036 632853A5E90Q		
600001	N6328513RC90036	5000.00
LLA :		
AA 1731804 12VA 253 63285 068892 2D C90036 632853A5E90Q		

BASE Funding 229000.00
Cumulative Funding 229000.00

MOD 01

400001	N6328513RC90036	299304.00
LLA :		
AA 1731804 12VA 253 63285 068892 2D C90036 632853A5E90Q		
400002	N6328513RC90043	45000.00
LLA :		
AB 1731804 12VF 253 63285 068892 2D C90043 632853F5D90Q		

MOD 01 Funding 344304.00
Cumulative Funding 573304.00

MOD 02 Funding 0.00
Cumulative Funding 573304.00

MOD 03 Funding 0.00
Cumulative Funding 573304.00

MOD 04 Funding 0.00
Cumulative Funding 573304.00

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 35 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (NAVSUP 5252.232-9400) (JAN 1992)

This contract is incrementally funded and the amount currently available for payment hereunder is limited to [REDACTED] inclusive of fee. It is estimated that these funds will cover the cost of performance through 27 March 2013. 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 [REDACTED] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

LIABILITY INSURANCE (COST TYPE CONTRACTS) (FISC DET PHILA) (OCT 1992)

The following types of insurance are required in accordance with the clause entitled "INSURANCE-LIABILITY TO THIRD PERSONS" (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

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 contract:

Wendy Conner, Code 15A1
 Russell-Knox Building 27130 Telegraph Road
 Quantico, VA 22134
 571-305-9503

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

 N/A

NAME CODE

MAIL ADDRESS

TELEPHONE NUMBER

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 36 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

DRUG-FREE WORK FORCE (DFARS 252.223-7004) (SEP 1988)

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security, health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedule I and II, as defined by section 802(6) of Title 21 of the United States Code, the possession of which is unlawful under Chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, the efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing-

(A) When there is a reasonable suspicion that an employee uses illegal drugs;

or

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 37 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (B) When an employee has been involved in an accident or unsafe practice;
- (C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;
- (D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of Subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs," (53 FR 11980 (April 11, 1988)), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such time as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing programs shall not apply to the extent they are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees that those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

SUBSTITUTION OR ADDITION OF PERSONNEL (NAVSUP 5252.237-9400) (JAN 1992)

(a) The offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The offeror agrees that: during the contract 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 contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 38 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 39 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

- (a) The Government may extend the term of this task order prior to the expiration of the task order.
- (b) If the Government exercises an option, the extended task order shall be considered to use this option clause.
- (c) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 60 months.

The following contract clauses are hereby incorporated by reference:

Clause No.	Title
52.202-1	Definitions (JUL 2004)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-7	Anti-Kickback Procedures (OCT 2010)
52.204-4	Printing/Copying Double-Sided on Recycled Paper (MAY 2011)
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (MAY 2011)
52.222-50	Combating Trafficking in Persons (FEB 2009)
52.223-14	Toxic Chemical Release Reporting (AUG 2003)
52.223-18	Contractor Policy to Ban Text Messaging While Driving (SEP 2010)
52.225-13	Restrictions on Certain Foreign Purchases (MAR 2005)
52.225-25	Prohibition on Contracting with Entities Engaging in Sanctioned Activities
Relating to	
	Iran—Representation and Certification (Nov 2011)
252.203-7000	Requirements Relating to Compensation of Former DoD Officials (JAN 2009)
252.203-7002	Requirement to Inform Employees of Whistleblower Rights
252.204-7003	Control of Government Personnel Work Product (APR 1992)
252.204-7006	Billing Instructions (OCT 2005)
252.204-7008	Export-Controlled Items (APR 2010)
252.225-7031	Secondary Arab Boycott of Israel (JUN 2005)
252.231-7000	Supplemental Cost Principles (DEC 1991)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (MAR 2008)
52.203-3	Gratuities (APR 1984)

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 40 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (SEP 2007)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
52.204-2	Security Requirements (AUG 1996)
52.204-7	Central Contractor Registration (APR 2008)
52.204-9	Personal Identity Verification Of Contractor Personnel (JAN 2011)
52.204-10	Reporting Subcontract Awards (JUL 2010)
52.207-3	Right of First Refusal of Employment (MAY 2006)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred,Suspended, or Proposed for Debarment (DEC 2010)
52.209-7	Information Regarding Responsibility Matters (JAN 2011)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)
52.215-2	Audit and Records - Negotiation (MAR 2009)
52.215-8	Order of Precedence-Uniform Contract Format (OCT 1997)
52.215-15	Pension Adjustments and Asset Reversions (JAN 2004)
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions (OCT 1997)
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011)
52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)
52.219-8	Utilization of Small Business Concerns (JAN 2011)
52.219-14	Limitations on Subcontracting (NOV 2011)
52.219-28	Post Award Small Business Program Re-representation (APR 2009)
52.222-3	Convict Labor (JUN 2003)
52.222-21	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	Equal Opportunity (APR 2002)
52.222-35	Equal Opportunity for Veterans (SEP 2010)
52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)
52.222-37	Employment Reports on Veterans (SEP 2010)

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 41 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

52.222-38 Compliance With Veterans' Employment Reporting Requirements (SEP 2010)

52.223-5 Pollution Prevention and Right-to-Know Information (MAY 2011)

52.223-6 Drug-Free Workplace (MAY 2001)

52.224-1 Privacy Act Notification (APR 1984)

52.224-2 Privacy Act (APR 1984)

52.225-13 Restrictions on Certain Foreign Purchases (FEB 2006)

52.232-17 Interest (OCT 2008)

52.232-18 Availability of Funds (APR 1984)

52.232-23 Assignment of Claims (JAN 1986)

52.232-25 Prompt Payment (OCT 2008)

(a)(1)(i) and (ii)

(a)(5)(i) _____ 7 days _____

52.232-25 ALTERNATE I (FEB 2002).

2003) 52.232-33 Payment by Electronic Funds Transfer - Central Contractor Registration (OCT

52.233-1 Disputes (JUL 2002)

52.239-1 Privacy or Security Safeguards (AUG 1996)

52.242-1 Notice of Intent to Disallow Costs (APR 1984)

52.242-13 Bankruptcy (JUL 1995)

52.244-2 Subcontracts (JUN 2007)

52.244-6 Subcontracts for Commercial Items (DEC 2010)

52.245-1 Government Property (AUG 2010)

52.248-1 Value Engineering (OCT 2010)

52.251-1 Government Supply Sources (AUG 2010)

Felonies 252.203-7001 Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related

(MAR 1999)

252.204-7003 Control of Government Personnel Work Product (APR 1992)

252.205-7000 Provision of Information to Cooperative Agreement Holders (DEC 1991)

252.215-7000 Pricing Adjustments (DEC 1991)

252.222-7000 Restrictions on Employment of Personnel (MAR 2000)

(a) ___ Virginia _____

252.225-7012 Preference for Certain Domestic Commodities (JUN 2010)

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 42 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

252.226-7001 Utilization of Indian Organization, Indian-Owned Economic and Native Hawaiian
Small

Business Concerns (SEP 2004)

252.227-7013 Rights in Technical Data - Noncommercial Items (NOV 1995)

252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer
Software

Documentation (JUN 1995)

252.227-7016 Rights in Bid or Proposal Information (JUN 1995)

252.227-7019 Validation of Asserted Restrictions - Computer Software (JUN 1995)

252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked
with

Restrictive Legends (JUN 1995)

252.227-7030 Technical Data - Withholding of Payment (MAR 2000)

252.227-7037 Validation of Restrictive Markings on Technical Data (SEP 1999)

252.232-7003 Electronic Submission of Payment Requests (MAR 2007)

252.232-7010 Levies On Contract Payments (DEC 2006)

252.245-7001 Reports of Government Property (FEB 2011)

252.246-7001 Warranty of Data (DEC 1991)

CLAUSES - COST REIMBURSEMENT SERVICE

The following contract clauses are hereby incorporated by reference:

Clause No.	Title
52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
52.233-3	Protest After Award - ALTERNATE I (JUN 1985)
52.215-2	Audit and Records - Negotiation ALTERNATE II (APR 1998)
52.216-7	Allowable Cost and Payment (JUN 2011)
52.216-8	Fixed Fee (JUN 2011)
52.222-2	Payment for Overtime Premiums (JUL 1990)
	(a) _____ zero _____
52.222-50	Combating Trafficking in Persons (APR 2006)
52.228-7	Insurance-Liability to Third Persons (MAR 1996)
52.232-22	Limitation of Funds (APR 1984)
52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 43 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

52.242-3	Penalties for Unallowable Costs (MAY 2001)
52.243-2	Changes - Cost-Reimbursement (AUG 1987) - ALTERNATE I (APR 1984)
52.244-2	Subcontracts [Cost-Reimbursement and Letter Contracts] ALT I (JUN 2007)
52.244-5	Competition in Subcontracting (DEC 1996)
52.244-6	Subcontracts for Commercial Items (MAR 2007)
52.245-1	Government Property (JUN 2007)
52.246-25	Limitation of Liability-Services (FEB 1997)
52.249-6	Termination (Cost-Reimbursement) (MAY 2004)
52.249-14	Excusable Delays (APR 1984)
252.201-7000	Contracting Officer's Representative (DEC 1991)
252.215-7003	Excessive Pass-Through Charges – Identification of Subcontract Effort (APR 2007)

SECURITY REQUIREMENTS (FAR 52.204-2)(AUG 1996)

(a) This clause applies to the extent that this contract involves access to information classified “Confidential,” “Secret,” or “Top Secret.”

(b) The Contractor shall comply with (1) the Security Agreement (DD Form 441), including the National Industrial Security Program Operating Manual, and (2) any revisions to that manual, notice of which has been furnished to the Contractor.

(c) If, subsequent to the date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in security costs or otherwise affect any other term or condition of this contract, the contract shall be subject to an equitable adjustment as if the changes were directed under the Changes clause of this contract.

(d) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph (d) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access to classified information.

ALLOWABILITY OF MATERIAL AND GENERAL BUSINESS EXPENSES

As used in this clause, the term “material” includes supplies, equipment, hardware, automatic data processing equipment, and software. This is a services contract, and the procurement of material of any kind, other than that incidental to, and necessary for the furnishing of the required services is not authorized and will not be considered an allowable cost under the contract. No such material of any kind may be procured without the prior written approval of the contracting officer.

EMPLOYMENT OF DEPARTMENT OF DEFENSE PERSONNEL RESTRICTED

In performing this contract, the contractor will not use as a consultant or employ (on either a full or part time basis) any current Department of Defense (DoD) personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

SUP 5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 44 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor’s Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command’s Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor’s Security Representative. The Contractor’s Security Representative shall be the primary point of contact on any security matter. The Contractor’s Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

Non-Sensitive Positions

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor’s Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI.

The Contractor’s Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual’s start date shall result in delaying the individual’s start date.

Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLCC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 45 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- SF-85P Questionnaire for Public Trust Positions
- Two FD-258 Applicant Fingerprint Cards
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 46 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

COMMUNICATIONS

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Principal Contracting Officer is Brian Excell:

FLC Norfolk Contract Dept, Philadelphia
700 Robbins Ave., Bldg. 2B
Philadelphia, PA. 19111-5083
(215) 697-9610

ORGANIZATIONAL CONFLICT OF INTEREST

(a) Definitions - In this clause:

(i) "Contractor" means the firm signing this contract;

(ii) "System Supplier" means any firm engaged in or having a known or prospective interest in the development, production, or analysis of the weapon system, equipment or program which are identified in the statement of work of this contract.

(iii) "Affiliates" means employees or officers of the contractor and first tier subcontractors involved in the performance of this contract, or in the decision making process concerning this contract.

(iv) "Interest" means organizational or financial interest.

(v) "Term of this Contract" means the period of performance plus any extensions thereto.

(b) Warranty Against Existing Conflicts of Interest

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 47 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(i) The contractor warrants that it and its affiliates do not have any contracts with or any substantial interest in the system suppliers identified in the statement of work of this contract, other than those disclosed to the Government and listed in the section L solicitation provision entitled "Notice of Inclusion of an Organizational Conflict of Interest clause."

(ii) The contractor recognizes that during the term of this contract additional weapon system, equipment or programs may be identified and added to the statement of work of this contract as a result of contract modifications. In such event, the contractor agrees to immediately disclose to the Government information concerning any contract or interest between the contractor and its affiliates and any system supplier if the contract or interest arises during the term of this contract.

(iii) The contracting officer shall have the sole discretion to determine whether a potential organizational conflict of interest exists concerning any interest or contract which arises or is identified during the term of this contract. The contracting officer may take such steps as are necessary in the best interest of the Government to eliminate potential conflict of interest.

(c) Restrictions on Contracting

(i) The contractor agrees that during the term of this contract, neither it nor its affiliates shall (1) enter into any contract for supplies, services or materials, related to the work under this contract with the system suppliers; (2) create for themselves any interest in the system suppliers; (3) consult or discuss with the system supplier any aspects of work under this contract; or (4) furnish to the United States Government, either as a prime contractor or as a subcontractor any component of a system it has worked on or had access to under this contract. **(As a result of the conflict of interest that participation in this requirement creates, the awardee and their subcontractors shall not be allowed to compete for the upcoming NCIS requirement for Information Technology Support Services)**

(ii) The contractor further agrees that neither it nor its affiliates will conduct a review nor make recommendations under this contract concerning any item which is the product of work performed by the contractor or its affiliates under any other contract.

NOTICE OF INCLUSION OF AN ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE

This RFQ contains a clause entitled Organizational Conflict of Interest which is to be included in the Schedule of any contract to be awarded hereunder. The language of the clause may be subject to negotiations prior to award. Prospective quoters are requested to furnish with their quotes, information pertaining to any existing contract between the quoter and the companies engaged in furnishing to the United States Government any services or supplies pertaining to the development, production or analysis of any of the weapon systems, equipment or programs identified in the statement of work of this solicitation or listed below, if any, which may have a bearing on any existing or potential conflict of interest within the meaning of the clause in the Schedule. Such information shall include:

- the identity of the company
- a description of the work to be performed under the contract with the company or the relationship between the offeror and the company
- the dollar amount of the contract or any other ownership interest
- the period of performance
- a description of the internal control taken by the offeror to avoid potential organizational conflict of interest, and
- any other information requested by the contracting officer.

ORGANIZATIONAL CONFLICT OF INTEREST

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other entities 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

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 48 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

relate to the work under this task order.

(b) Scope.

(1) The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(2) The 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 this clause the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the terms of clause shall be submitted in writing to the Procuring Contracting Officer. 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).

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

(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 contract.

(9) "Interest" means financial, contractual, organizational and other interests.

(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 contract.

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition or provides material leading directly, predictably and without delay to

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 49 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

such specifications, 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 three years after the date of completion of the contract.

(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 shall not be allowed to 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 for a period of three years after the date of completion of the contract.

(4) To the extent work to be performed under this task order requires evaluation of offers for products or services, a contract 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.

(5) 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 contract. 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.

(6) 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 under such contractual efforts. Furthermore, unless so directed in writing by the PCO, the contractor shall not perform any work under this task order on any of its products or services, or the products or services of another entity in which it has an interest. 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 terms of this clause, such noncompliance shall be deemed a material breach of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, 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 this contract, statute and/or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, 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 supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract, etc.) and identity of parties involved;

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 50 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- (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, neutralize and/or mitigate any potential organizational conflict of interest; and
- (6) any other relevant information.

NON-DISCLOSURE AND NON-USE OF DATA

(a) Data

While performing under this contract, the prime contractor and any subcontractors may receive or have access to non-public Government information and/or information of a proprietary nature submitted to the Government by a system supplier or other third party. All such information (including but not limited to Planning, Programming, Budgeting, and Execution (PPBE) documents and data as described in DoD Directive 7045.14, "The Planning, Programming, and Budgeting System," May 22, 1984, Change 1, July 28, 1990 and Deputy Secretary of Defense Memorandum, "Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information," 27 March 2004) obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors 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 and subcontractors shall restrict access to data obtained, received, or learned as a result of performance of this contract to the minimum number of Contractor personnel or subcontractors 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 and subcontractors 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 and subcontractors 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 and subcontractors 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 and subcontractors 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 and subcontractors 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. The Contractor and its personnel and subcontractors shall not use 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 and subcontractors 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 obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/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 States Department of Defense personnel to whom 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, proposals, bids, and/or quotations for Government and/or non Government

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 51 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

procurements.

(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, its personnel, and or subcontractors 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 prior to having access to the data provided by the entity.

(e) Requirement to Disclose Data

If the Contractor, its personnel and/or is subcontractors receive 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 the terms of this "Non-Disclosure and Non-Use of Data" clause is a material and substantial breach of this contract, and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default.

(h) Non-disclosure/Non-Use Agreements

The contractor shall maintain all Non-Disclosure and Non-Use of Data agreements required by this clause and shall make such agreements available for immediate inspection by the Contracting Officer.

CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<https://www.acquisition.gov/far/>

<http://farsite.hill.af.mil/VFDFARA.HTM>

5252.232-9400 LIMITATION OF LIABILITY – INCREMENTAL FUNDING (Jan 1992)

This contract is incrementally funded and the amount currently available for payment hereunder is limited to [REDACTED] inclusive of fee. It is estimated that these funds will cover the cost of performance through 10 Aug 2012. 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 [REDACTED] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (FAR 52.232-19)(APRIL 1984)

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 52 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Funding is not currently available for this order. Funding provided hereunder is subject to the Continuing Resolution Acts, if any, and the final FY 13 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 FY13 Appropriations Act.

CONTRACT NO. N00178-06-D-4861	DELIVERY ORDER NO. EX02	AMENDMENT/MODIFICATION NO. 04	PAGE 53 of 53	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Past Performance Information Form

DD 254