

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
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2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 30-Oct-2013	4. REQUISITION/PURCHASE REQ. NO. N4496613RC00006	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
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Philadelphia PA 19111-5083
danielle.udinson@navy.mil 215-697-9584

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOOZ ALLEN HAMILTON INC 8283 Greensboro Drive McLean VA 22102		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
CAGE CODE 17038 FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-EX07
		10B. DATED (SEE ITEM 13) 05-Sep-2012

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Other agreements of the parties modifying the terms of contracts IAW FAR 43.103(a)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print) Steven Fredericks, Seaport-e BMO (McLean)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Danielle R Udinson, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Steven Fredericks (Signature of person authorized to sign)	15C. DATE SIGNED 31-Oct-2013	16B. UNITED STATES OF AMERICA BY /s/Danielle R Udinson (Signature of Contracting Officer)	16C. DATE SIGNED 05-Nov-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

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GENERAL INFORMATION

The purpose of this modification is to include the following clauses in Section I of this Seapmt Order:

- DISCLOSURE OF INFORMATION (DFARS 252.204-7000) (DEC 1991)
- NON-DISCLOSURE AND NON-USE OF DATA AGREEMENT
- CONTRACTOR ACCESS TO FEDERALLY CONTROLLED FACILITIES AND/OR UNCLASSIFIED SENSITIVE INFORMATION OR UNCLASSIFIED IT SYSTEMS (5252.204-9400)(MAY 2010)

In accordance with the Non-Disclosure and Non-Use of Data Agreement clause, a sample Non-Disclosure and Non-Use Of Data Certification is provided as an attachment to this Seapmt Order.

In addition, this Modification provides incremental funding for CLINs 4004, 6003, and 6004. Accordingly, said Task Order is modified as follows:

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$4,503,000.00 by \$760,000.00 to \$5,263,000.00.

CLIN/SLIN	Type Of Fund	From (\$)	By(\$)	To(\$)
400402	O&MN,N	0.00	750,000.00	750,000.00
600301	O&MN,N	0.00	5,000.00	5,000.00
600402	O&MN,N	0.00	5,000.00	5,000.00

The total value of the order is hereby increased from \$9,726,561.00 by \$0.00 to \$9,726,561.00.

Pursuant to FAR 52.232-22 "Limitation of Funds (APR 1984)", incremental funding is hereby provided for contractor performance. This order is incrementally funded and the amounts currently available for payment under Option I are limited (inclusive of fee) as follows:

4004	\$1,298,000
4005	\$5,000
4006	NSP
6003	\$5,000
6004	\$10,000

Subject to provisions of the clause entitled "Limitation of Funds (APR 1984)". FAR 52.232-22 General Provisions of the Contract, no legal liability on the part of the Government for payment in excess of the above amounts shall arise unless additional funds are available and are incorporated as a modification hereto.

The Contractor, for itself, its successors, and its assigns hereby unconditionally releases, renounces, and forever discharges the Government, its officers, its representatives, its agents, and its military and civilian personnel from any and all claims, disputes, causes of action, or demands for damages of every character, known or unknown, whether in law or in equity, including, but not limited to, those for direct costs, indirect costs, delay and/or

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disruption costs, profit, fee, interest, and attorneys' fees arising out of, relating to, or resulting from this modification.

THIS IS THE COMPLETE AGREEMENT OF THE PARTIES. THERE ARE NO COLLATERAL AGREEMENTS, RESERVATIONS, OR UNDERSTANDINGS. EITHER EXPRESS OR IMPLIED, WRITTEN OR ORAL. OTHER THAN AS SPECIFICALLY SET FORTH HEREIN. IT IS AGREED THAT NO MODIFICATION OF THIS AGREEMENT SHALL BE BINDING UNLESS IT IS REDUCED TO WRITING AND SIGNED BY THE PARTIES.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	D318	Base Yr: IT and IT related support IAW with the Statement of Work in Section C (excluding Task 4.10 for Development Services) (O&MN,N)	1.0	LO			\$4,255,148.00
400101	D318	RCP #N4496612RC00011 ACRN AA \$600,000.00 (O&MN,N)					
400102	D318	RCP #N4496613RC00001 ACRN AB \$1,793,000.00 (O&MN,N)					
400103	D318	RCP #N4496613RC00001 ACRN AB (O&MN,N)					
4002	D318	Base Yr: Support for Task 4.10 for Development Services IAW the Statement of Work in Section C (RDT&E)	1.0	LO			\$472,520.00
400201	D318	RCP #N4496612RCRDTEF ACRN AC \$100,000.00 (RDT&E)					
400202	D318	RCP #N4496613RCRDTE2 ACRN AD \$200,000.00 (RDT&E)					

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For Cost Type / NSP Items

4003 Base Yr: \$0.00
 Technical Data

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4004	D31B	Option I: IT and IT related support IAW with the Statement of Work in Section C {excluding Task 4.10 for Development Services) (O&MN,N)	1.0	LO			\$4,202,830.00
400401	D31B	RCP #N4496613RC00006 ACRN AG \$548,000.00 (O&MN,N)					
400402	D31B	RCP #N4496614RC00001 ACRN AH \$750,000.00 (O&MN,N)					
4005	D31B	Option I: Support for Task 4.10 for Development Services IAW the Statement of Work in Section C (RDT&E)	1.0	LO			\$434,351.00
400501	D31B	RCP #N4496613RCRDTE3 ACRN AF \$5,000.00 (RDT&E)					

For Cost Type / NSP Items

4006 Option I: \$0.00
 Technical Data

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
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4007	D318	Option II: IT and IT related support IAW with the Statement of Work in Section C (excluding Task 4.10 for Development Services) (O&MN,N) Option	1.0	LO			\$4,276,473.00
4008	D318	Option II: Support for Task 4.10 for Development Services IAW the Statement of Work in Section C (RDT&E) Option	1.0	LO			\$442,538.00

For Cost Type / NSP Items

4009	Option II: Technical Data IAW DD 1423					\$0.00
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For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5001	D318	Transition In Plan IAW Task 4.2.1 of the Statement of Work in Section C (O&MN,N) Option	1.0	LO	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6001	D318	Base Yr: Travel Costs - \$10,000 (O&MN,N)	1.0	LO	
600101	D318	RCP #N4496613RC00001 ACRN AB \$2,000.00 (O&MN,N)			

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6002	D31B	Base Yr: ODCs - \$150,000 (O&MN,N)	1.0 LO	
600201	D31B	RCP #N4496613RC00001 ACRN AB \$5,000.00 (O&MN,N)		
600202	D31B	RCP #N4496613RC00001 ACRN AB \$5,000.00 (O&MN,N)		
600203	D31B	RCP #N4496613RC00001 ACRN AB \$145,000.00 (O&MN,N)		
6003	D31B	Option I: Travel Costs - \$10,000 (O&MN,N)	1.0 LO	
600301	D31B	RCP #N4496614RC00001 ACRN AH \$5,000.00 (O&MN,N)		
6004	D31B	Option I: ODCs - \$160,000 (O&MN,N)	1.0 LO	
600401	D31B	RCP #N4496613RC00006 ACRN AG \$5,000.00 (O&MN,N)		
600402	D31B	RCP #N4496614RC00001 ACRN AH \$5,000.00 (O&MN,N)		
6005	D31B	Option II: Travel Costs - \$10,000 (O&MN,N) Option	1.0 LO	
6006	D31B	Option II: ODCs - \$170,000 (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 task order during the period from the start of performance to twelve months thereafter is based upon 62,080 estimated manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this task order will be increased by an additional 124,160 estimated manhours of direct labor, for a total level of effort of 186,240 estimated manhours of direct labor (hereinafter referred to as the "Estimated Total Hours").

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

LEVEL OF EFFORT EXCLUDING TASK 4.10 (O&M,N):
CLINs 4001,4004, & 4007

Labor Category	BASE	PPTI	OPT IT
Program Manager	1,920	1,920	1,920
Principle System Engineer/ SARMIS SME	1,920	1,920	1,920
Principle System Engineer/Principle Matter Expert	1,920	1,920	1,920
Master System Engineer	1,920	1,920	1,920
ACTR Help Desk (Tier 2)	3,840	3,840	3,840
Local IT Administrator (Tier 1)	3,840	3,840	3,840
SR-Wireless (Tier 2)	1,920	1,920	1,920
CSR - VTC (Tier 2)	1,920	1,920	1,920
Senior Help Desk Technician (Tier 3)	3,840	3,840	3,840
IT & A Specialist III	2,560	2,560	2,560
IT SysAdmin	1,920	1,920	1,920
IT All	1,920	1,920	1,920
Senior System Admin	1,920	1,920	1,920
System Admin III	1,920	1,920	1,920
Web Engineer II	1,920	1,920	1,920
SharePoint Developer/Designer	3,840	3,840	3,840
SharePoint Developer	3,840	3,840	3,840
Sharepoint Power User	1,920	1,920	1,920
Designer	1,920	1,920	1,920
Analyst III/Web Developer	1,920	1,920	1,920
Database Administrator	960	960	960
ME III	1,920	1,920	1,920
Applications Developer/Application Architect	1,920	1,920	1,920
Admin Assistant I	3,840	3,840	3,840
TOTAL LABOR HOURS	57,280	57,280	57,280

LEVEL OF EFFORT FOR TASK 4.10 (RDT&E):
CLINs 4002, 4005, & 4008

Labor Category	BASE	OPTI	OPT IT
IT DBA	1,920	1,920	1,920
Sr. DBA	1,920	1,920	1,920
Database Administrator	960	960	960
TOTAL LABOR HOURS	4,800	4,800	4,800

(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

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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 task order the contractor expends in excess of 75% 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 task order is \$** provided that approximately **hours of technical effort are employed by the contractor in performance of this task order. If substantially fewer than ** hours of 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 (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.

[REDACTED]

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JULY 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$1740 or the overtime premium is paid for work—

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premium that exceeds the amount specified above shall include all estimated overtime for

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contract completion and shall—

(1) Identify the work unit: *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime:

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

(End of clause)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

DON/AA Performance Work Statement

LO PURPOSE

The Department of Navy Assistant for Administration's (DON/AA) Information Technology Division (ITD) is seeking contractor support to maintain and operate DON/AA-owned systems and applications, provide and maintain Secretariat customer support services, provide support and Subject Matter Experts (SMEs), Information Assurance (IA), information technology/information management (IT/IM), Document Management (DM), Records Management (RM), Knowledge Management (KM) and other related tasks, to the Secretary of the Navy (SECNAV) Headquarters. The following Performance Work Statement (PWS) provides the general requirements of the Task Order.

2.0 BACKGROUND

DON/AA provides a wide array of Information Technology (IT) oriented services to its 4,000 (four thousand) customers. These services include: incident and request support; conducting program analysis and studies; operating and maintaining hardware and software applications; maintaining vigilance with regard to information assurance including compliance with the Federal Information Security Management Act (FISMA); interfacing with the Navy Marine Corps Intranet (NMCI) Program Office to support ordering services; and Moves, Adds and Changes (MACs). These IT services are deployed either directly or indirectly to support DON/AA customers across the Navy Headquarters within the National Capital Region (NCR) including sites located at the Pentagon, Navy Annex, Washington Navy Yard, Navy Air Station Anacostia, Arlington Annex and Crystal City. The contractor shall provide onsite services to all changed or additional DON/AA sites within 25 miles of the NCR based upon facility realignment or consolidations.

The NMCI contract is currently undergoing several changes. From NMCI to Continuity of Services Contract (CosC) to Next Generation (NGen). Regardless of what stage the NMCI contract is in, hereinafter all that is referred as NMCI will be inclusive of any of the contracts.

ITD serves as the liaison between the DON/AA Claimancy, the Office of the Department of the Navy Chief Information Officer (DON CIO), and the Naval Network Warfare Command (NNWC). ITD must track and report to DON CIO IT user compliance with mandated annual IA awareness training and all other mandated reportable FISMA requirements. ITD is also responsible for coordinating with the DON/AA Claimancy and NNWC to ensure that each software application, system, and network obtains a valid certification and accreditation (C&A) approval from the appropriate source(s).

This task order shall be used to facilitate a wide array of contracted resources to achieve IT, DM, RM and KM related requirements.

As ITD continues to refine its execution strategies, key elements to its overall success are the knowledge of the ITD business plans, the understanding of the DON/AA's business requirements and continuity of the service provided once support has begun.

3.0 SCOPE

The contractor shall provide IT and IT-related support services to approximately 4,000 customers within the Navy Secretariat and NCR in the following areas: customer services (including help desk, desktop, conferencing and wireless services), database administration, software development, data center operational support, data center migration, information assurance, NMCI tech refreshes, blackberry upgrades, inventory logs, maintenance of SharePoint sites, portal upgrades, program analysis, system analysis, development of Plan of Action and Milestones (POA&Ms), engineering, installation, integration, training, research, development, testing, assessing, tracking, managing and/or operating DON/AA Claimancy/SECNAV Headquarters' hardware, software and related systems, including legacy systems and legacy system migration, as needed. The contractor shall provide support services onsite (Government) facilities with Government furnished equipment.

The contractor shall track, monitor and submit for payment Research, Development, Test and Evaluation (RDT&E) support separately from operations and maintenance (O&M) services. RDT&E support services shall be reported within CLIN XX. An estimated ratio of time between O&M / RDT&E is provided throughout this PWS for estimation purposes.

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In support of the Federal Data Center Consolidation Initiative (FDDCI), the Contractor shall assist in the transition of a variety of legacy systems until the transition has been successfully completed. The contractor shall also support the DON/AA's transition from its current hosting environment to Space and Warfare (SPAWAR) data center hosting site, San Diego, CA. The contractor shall be responsible for completing the transition of a variety of legacy systems, including operating, maintaining and managing those systems in their current configuration, until the transition has been successfully completed and Authority to Operate (ATO) is achieved. The transition services shall include inventorying current server and software applications, assisting the customer with the transition, disposal of old systems following DoN guidance, and other transition activities as defined by ITD. During transition periods, the contractor shall work to ensure continuity of operations, minimizing any disruption to the existing operations, and maximizing use of existing assets.

3.1 Critical and Sensitive

Due to the volatility, and sometimes immediate emergence of requirements based upon political, time sensitivities and senior levels of the Secretariat, efficient and effective services are required. The contractor shall provide high quality support, on time, the first time. The contractor shall provide personnel capable of effectively and professionally communicating and servicing the highest level seniors within the Department of Navy. The contractor shall provide personnel that meet the personnel qualifications included in this solicitation.

3.2 Support Coverage

Continuous help desk services are required Monday through Friday (except holidays) between 6:30AM ET to 5:00PM ET. During this timeframe, the contractor shall provide onsite, staggered support to sustain normal business operations.

With the exception of help desk services, onsite services shall be provided Monday through Friday (except holidays) between 7:30AM ET to 5:00PM ET.

Occasionally, the contractor may be required to support ad hoc services due to emerging mission requirements, after hours, weekends and holidays. The contractor shall not charge for services after hours, weekends and holidays without prior approval from the Contracting Officers' Representative (COR).

3.3 Technical Instruction (TI)

A TI shall be issued by the COR to the contractor for tasking and/or special project requests that require significant resources and/or time. The contractor shall officially respond within the time noted in the TI for acceptance or clarifications (usually 5 (five) business days). Usual, regular and common services will not have TIs issued.

3.4 Constraints

The contractor shall be knowledgeable about applicable laws, guidance and policies affecting service requirements stated herein. The contractor shall comply with all laws, guidance and policies regardless if this document does not specifically state the requirement. The contractor shall not interpret laws, guidance and policies to minimize or eliminate the support to the Government. Two examples are cited:

Example One: The contractor shall issue equipment as necessary. If the equipment being loaned is a portable hard drive, then the Data At Rest (DAR) requirement is mandatory. Although Vulnerability Management does not specifically state DAR compliance, it is expected that the contractor knows the requirement and ensures compliance before loaning the device.

Example Two: The contractor shall provide application development and maintenance for legacy and future systems as requested. If this is a website, then the programming of the code shall include assistive technology such as Public Law 508. Although the contract does not specifically state all Public Law, it is expected that the contractor know the requirement and complies.

4.0 PERFORMANCE WORK STATEMENT

The contractor shall provide technical and professional support as required to satisfy the Scope stated in paragraph 3.0 of this PWS and as further detailed in the taskings below.

The requirements stated in this PWS are derived from within the following areas:

- Task 4.1: Program Management

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- Task 4.2: Transition Plans
- Task 4.3: Customer SeiVices Support
- Task 4.4: Information Assurance Supp011
- Task 4.5: Engineering/Integration Support
- Task 4.6: Business and Teclmical Analysis and Planning
- Task 4.7: Transition and Modification of Legacy Applications and Systems
- Task 4.8: System Support
- Task 4.9: Applications Development and Maintenance SeiVices
- Task 4.10: Development SeiVices
- Task 4.11: Data Center Setvices
- Task 4.12: Other Direct Costs
- Task 4.13: Liaison SeiVices

4.1PROGRAMMANAGEMENT

The contractor's program management team is responsible for ensuring that costs are contained within the budget parameters established by approved work plans, as discussed below. The contractor is also responsible for ensming that required quality levels are met The contractor shall provide onsite Program Management supp01t for execution of this contract

The contractor shall provide all necessary personnel, administrative, financial, and managerial resources necessary for the support ofthis task order. The contractor shall designate a Program Manager (PgM) who shall act as the single point of contact (POC) for the pmpose of communicating issues, concerns, or problems atising dming the perfonnance of this task order. The PgM shall have the ultimate authority to commit the contractor atld make decisions for the contractor in response to Government issues. concerns or problems. The PgM shall be readily available to respond to ITD questions, concerns, and comments, and be proactive in promptly alerting the Government to potential contractual and programmatic issues. Although Govenunent staff may coordinate withlcontractor staff, the PgM shall setve as the single contractor representative responsible for resolving all issues, concerns, and problems. Management and other status reports shall not be used as a means of notifying ITD of a problem, concern, issue, or plan that has not already been brought to the attention of ITD management

The contractor shall attend meetings and provide the ITD Progratn Manager (ITD PgM) and/or the ITD PgM's designees with briefing information in the form of presentations, papers and/or analyses as directed by the ITD PgM. Presentations shall bescheduled by the ITD PgM, in coordination with ttle contractor and shall consider the contractor's schedule of activities and deliverables, which may result in btiefings to the ITD PgM. The contractor may be required to attend or schedule ad hoc meetings to discuss accomplishments, issues and planned activities.

4.1.1 Prepare a Progratn Management Plan (PgMP) and Administrative Management Plan (AMP)

The Contractor shall develop and maintain throughout the task order perfomlance period, a Program Management Plan (PgMP) that shall be used as a foundation for teclmical direction and resource management planning. The PgMP shall consist of a project and administrative management plan. These plans shall mininlally consist of:

- I) Project Management Plan (PMP) relative to planned initiatives and projects:
 - a) Work Breakdown Structure (WBS) to the Work Package (WP) Level
 - b) Schedule and Critical Milestones
 - c) Task dependencies and inten-elationships
 - d) Expected at Completion (EAC)
 - e) Risk Management
Risk Identification
 - g) Risk Mitigation Planning (including any conflict of interest issues)
- 2) Administrative Management Plan (AMP).relative to contract administrative management:
 - a) Staffing, including Subcontract Management
 - b) Contractor/Govenunent Organizational relationships,including subcontractors and problem
 - c) escalation
 - d) Key deliverables
 - e) Budget infonnation (initiatives and projects)
Risk Management

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- g) Risk Identification
- h) Risk Mitigation Planning (including any conflict of interest issues)
- i) Risk Management, including risk ID, and mitigation
- j) Reconstituted GFE/GFI replacement
- k) Quality Assurance (QA)/Quality Control (QC)

The PgMP shall be coordinated with, approved and signed by the COR and the IID PgM (or designee) *before* implementing the PMP or AMP. The contractor shall not deviate from the PgMP without prior authorization from the COR and IID PgM. Where the contractor identifies necessary deviations from the PgMP, the contractor shall provide the supporting rationale necessitating the deviation in a written submission to the COR and IID PgM. The Contractor shall keep the PgMP up-to-date, and be prepared to brief any plan content to IID at short notice (within 24 hours). Projects and tasks shall be identified and reported in accordance with Information Technology Infrastructure Library (ITIL) v.3 standards. The PgMP shall be used as a foundation for the Monthly Status Report.

The contractor shall structure the PMP WBS allowing for Technical Instructions (TIs) to be cross-referenced to a specific WBS task. The WBS shall be identified to at least the subtask level (as identified within the context of this Task Order), to include planned projects and initiatives, in order to discretely identify schedule, performance, and cost.

4.1.2 Contract Status Reports: Monthly (MSR) and Quarterly (QSR)

The contractor shall deliver a Monthly Status Report (MSR). The MSR shall focus on contractual successes and issues, such as finances, performance, personnel, innovative ideas and schedules, and recap all problems, issues, concerns, and actions taken over the report period. The basis of the MSR shall be the PgMP. The contractual finance information in the MSRs shall coincide with the contractor's invoices to include all financial information reported. The format of the MSRs shall be agreed to after contract award.

The contractor shall provide a MSR within three (3) working days of the contractor's accounting system close, but no later than the 15th day of the following month, that:

- Summarizes projects, costs, schedules, activities, travel, and actions taken
- Identifies concerns, issues, risks, and resolutions of identified problems or concerns

At the end of each quarter throughout the fiscal year, the contractor shall deliver a Quarterly Status Report (QSR). The QSR shall be a modified MSR, and also contain an aggregate quarterly review and synopsis, based upon the previous quarter(s).

4.1.3 Configuration Management (CM)/Non-NMCI Inventory

The contractor shall maintain the system configuration and inventory of all equipment, parts, supplies and software under this Task Order. The contractor shall make the effective use of the Defense Property Accountability System (DPAS). All NMCI inventory are listed in NMCI databases. A single database for all other Government assets and resources shall be required. This inventory shall include all hardware and software.

The contractor shall assist in maintaining a complete and accurate CM/non-NMCI inventory. The maintenance process shall include the in-processing and out-processing of assets (ex: DRMO).

CM taskings shall include:

- Development and maintenance of system configuration documentation describing hardware and software environment, configuration, patches, services, network dependencies and operational procedures
- Semi-Annual CDs containing all internally developed source code and documentation used in the production environment

The contractor shall provide the following ancillary equipment support material, as an integral component of configuration management, as part of normal commercial best practices:

- Technical Documentation, such as Technical Manuals, Standard Operating Procedures, operating instructions, etc
- Software licenses, which shall be transferable to the Government upon acceptance
- Warranties, which shall be transferable to the Government upon acceptance
- Maintenance agreements, which shall be transferable to the Government upon acceptance

4.2 TRANSITION PLANS

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The Contractor shall prepare a Transition InPlan (TIP) and Transition Out Plan (TOP), which presents a detailed methodology of how the transition shall occur to/from this contract.

4.2.1 Transition InPlan (TIP) (CLIN 5001)

The Contractor shall deliver a TIP within 5 days after award. The Government will review the Transition InPlan, and provide to the Contractor, within 10 working days, a statement of requested changes, rejection, or approval of the Transition InPlan.

4.2.2 Transition Out Plan (TOP)

The Contractor shall deliver their Transition Out Plan 4 weeks prior to contract end date. The Government will review the Transition Out Plan, and provide to the Contractor, within 10 working days, a statement of requested changes, rejection, or approval of the Transition Out Plan.

4.3 CUSTOMER SERVICES SUPPORT

4.3.1 Customer Services

Customer Services is the face of ITD to its customers. The contractor shall provide Customer Services Operations and Maintenance (O&M) support. All services are managed through a single help desk that receives, tracks and measures effectiveness to the DON/AA. The contractor shall provide cross trained, qualified and knowledgeable IT personnel to review, triage, and respond to incidents and requests. The contractor shall provide personnel that meet the personnel qualifications identified in the solicitation for this requirement. The contractor shall maintain a current and accurate list of VIPs, providing immediate and exceptional response time for those on the VIP list. The contractor may require interfacing and communicating with multiple support teams to provide comprehensive services. Upon Government approval, the contractor may be requested to directly interface with NMCI, Verizon and AT&T, and other service providers as necessary to support requirements.

4.3.1.1 Very Important Person (VIP) Support

The contractor shall maintain a current and accurate list of VIPs, providing immediate and exceptional response time on the VIP list. In addition to the top most senior executives in the United States Navy, the contractor shall provide support to all Assistant Secretaries (ASN's), Political Appointees, Admirals, SES's, Directors and others that are designated by the Government as VIP's. Currently, there are approximately 150 VIP's within the Navy Secretariat.

4.3.1.2 Tiered Support

The contractor shall support a tiered approach to Customer Services. It is expected that as the tier requirement increases, the subject matter expertise and knowledge of the support being provided. Once escalated, the contractor shall not be downgraded to a lower tier. The contractor shall not substitute a higher tier than necessary without permission from the Government.

4.3.1.2.1 Tier One

The contractor shall provide Tier One level support. This support is at the help desk and administrative level experience and Help Desk Book of Knowledge (HDBOK) as working documents to assist in the triage and resolution of the requested event. As this is typically the face of DON/AA to its customer, a courteous, professional attitude and the experience and SOP's do not remediate the event, the Tier One shall escalate the event to Tier Two.

4.3.1.2.2 Tier Two

The contractor shall provide Tier Two level support. This tier is not a subject matter expert in a specific field but is functional in many areas of IT. Tier Two personnel shall have the knowledge and experience to triage an IT event and remediate most events. In the unlikely cases that the event is not completed, the Tier Two shall escalate the event to Tier Three. Tier Two shall develop and maintain the HDBOK provided to the Tier One personnel.

4.3.1.2.3 Tier Three

The contractor shall provide Tier Three level support. This tier are experienced, knowledgeable and regarded as subject matter experts. Tier Three support shall produce exceptional results to the customer, interfacing with the original requester and providing a clear path to resolution.

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manufacturer (OEM) only for design and engineering flaws.

4.3.2 Help Desk Support

To augment the NMCI help desk, the contractor shall operate and maintain an onsite IT Help desk service capable of supporting approximately 450 tickets per month. The contractor shall utilize the ITD Ticket system (currently an internally developed SharePoint product) to track and report all incidents and requests for all departments of DON/AA. DON/AA customers have the availability to input incidents and requests directly into the ITD Ticket system. The contractor shall ensure each verbal, telephonic and email request is inputted to an ITD Ticket for tracking and reporting purposes. The contractor shall support ad hoc incidents and requests as directed by the Government.

4.3.2.1 Onsite Support

Onsite hours of operation are 6:30AM-5:00PM ET, Monday-Friday (except Federal holidays). The contractor shall stagger its employee's hours to ensure coverage daily.

4.3.3 Desktop Support

The contractor shall provide technical desktop (tower and laptop) support. The contractor shall support online and desktop services as necessary to remediate incidents or requests. The contractor shall utilize the ITD Ticket system to service customers. These desktops are traditionally provided by NMCI. Desktops include devices connected to the NMCI and SIPRNet. The Contractor will provide immediate, onsite support and training requests for Executives and VIP's, engage the NMCI contractor as necessary. Desktop support includes all peripherals such as printers, digital senders, fax machines and near line storage devices. The contractor shall manage and maintain an accurate inventory of non-NMCI equipment including priority, upgrades, refresh plans and warranty services. The contractor shall have the ability to reconfigure and placement of contractor personnel at other offices outside the Pentagon (i.e. Washington Navy Yard, Crystal City, etc.) shall be considered Tier Two while Subject Matter Experts within a domain shall be considered Tier Three.

4.3.3.1 List Services

The contractor shall support the maintenance of user accounts, Outlook email distribution lists, shared drive directories and VIP lists.

4.3.3.2 Technical Assistance

The contractor shall troubleshoot equipment issues or problems when a valid Request for Service has been submitted and directed by the Government. Incidents or requests may include services such as printers (setup/installation, consumable replacement, paper jams, default printer setup), monitors, workstation relocations, laptop check-out, coordination with NMCI, ACTRs, or CTRs, when an issue arises.

4.3.3.3 Informal and Ad Hoc Functional Training

The contractor shall provide informal functional training on the use of software and application features, or to Headquarters' employees when requested.

4.3.4 Conferencing Support

The contractor shall provide general operational, training, technical, scheduling, and management of 10 (ten) conference rooms. Support includes controlling access, the display of briefings and the facility's general appearance. These rooms are equipped with audio visual equipment, including video conferencing, to support conferencing requirements. The contractor shall assist, where necessary, in the planning of meetings and determine the appropriate system configurations for unique conference requirements provided by the Government. The contractor may also be requested by the Government to monitor the operation and quality of complex and high visibility meetings and assist in the implementation of system upgrades and configuration of new capabilities. The contractor shall recommend, engineer, and submit for approval new capabilities for conference rooms.

4.3.4.1 Scheduling

The contractor shall maintain an online scheduling system for all conference rooms. Each conference room shall have unique capabilities and the contractor shall understand and manage the scheduling in accordance with their capabilities to ensure the best use of resources as required by the Government. The contractor shall support multiple site calls using various transmission methods such as dedicated, Integrated Switched Digital Networks (ISDN) and Internet Protocol (IP).

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multiple algorithms (International Telecommunication Union (ITU) ITU-H.320, ITU-H.323, etc.).

4.3.4.2 Testing and Troubleshooting

The contractor shall perform testing and troubleshooting activities for telepresence and teleconferencing of room-based and mobile systems. The contractor shall be prepared to support operational troubleshooting of connectivity and quality of service during live teleconferences, to include responding to alerts during "on-call" status.

4.3.5 Wireless Support

The contractor shall provide general operational, training and technical wireless support. Wireless devices include but are not limited to BlackBerry, wireless air cards, wireless cellular cards, cellular phones, MiFi's, and Apple iOS (iPhones, iPads, etc.). The contractor shall maintain an accurate and complete inventory of over 1,500 wireless assets and components, including priority, upgrades, refresh plans and warranty services.

4.3.5.1 Monthly Wireless Invoice Exceptions Recommendations Report

The contractor shall develop a process, document and produce a Monthly Wireless Invoice Exceptions Report, by activity, detailing anomalies of usage, and charges. The Government reserves the right to request additional information as necessary.

4.3.6 Technical Assistance

The contractor shall provide technical assistance for wireless devices. This support requires interaction with the user and knowledge of the NMCI tools (NET) and business processes. The contractor shall develop, process, manage, coordinate upgrades (i.e., technical refresh) as well as MLSD (Missing Lost Stolen Damaged) and warranty repairs. The contractor shall perform functions associated with the implementation of NMCI Seat Orders such as enter orders into the order systems, verifying orders accuracy, verifying accuracy of IT-related services ordered against invoices and assisting with the Service Level Agreement (SLA) verification process for NMCI SLAs.

4.3.7 Moves/Adds/Changes (MACs)

The contractor shall support MACs as required. MACs for up to 50 endpoints shall be regarded as a request for a Ticket System and a "normal" work task. A MAC shall be considered a project when a request is made for more than fifty office moves dependent on each other. This would require a Technical Instruction (TI).

4.4 INFORMATION ASSURANCE SUPPORT (IA)

The contractor shall provide IA support under this contract for DON/AA claimancy applications, systems and networks.

4.4.1 Certification and Accreditation (C&A)

The contractor shall provide all phases of the Federal Information Security Management Act (FISMA) C&A process as outlined in the Defense Information Assurance C&A Process (DIACAP) and as determined by the Mission Assurance Category and confidentiality level. The contractor shall assist in the pre-screening of certification & accreditation packages that are to be entered into the Information Assurance Tracking System (IATS). The contractor shall provide a C&A manager to authorize the artifacts required by DIACAP for submittal to the validator. The contractor shall provide fully qualified Navy validator(s) (FQNV) to ensure that site and system C&A packages meet current specifications, per requirements of DIACAP and DoD 8510.01. The contractor shall provide assistance to the Echelon I Information Assurance Manager (IAM) to review all Secretariat packages for collaboration and maintaining current FISMA compliance for approximately 43 (fifty three) systems and 10 (ten) websites. The contractor shall provide a POA&M for each C&A package, in order for progress to be tracked and for the customer to know if on schedule.

4.4.1.1 Navy C&A System Documentation

The contractor shall follow current (DoD 8510.1-M) guidelines and contain those sections that are appropriate to the Program Manager's (SPM) accreditation requirement for DIACAP.

The contractor shall provide appropriate follow-on assistance during and after the Navy CA liaison and Office of Design Approval Authority (ODAA) representative review process to ensure that an JATO/ATO is obtained and maintained from ODAA.

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The contractor shall ensure that Navy CA liaison and ODAA issues, if any, are properly answered in a timely manner so that when the Validator, Navy CA liaison and ODAA reviews are complete a Navy CA liaison and ODAA recommendation to the DAA is obtained, allowing the package to be certified.

4.4.2 Protect Information and Information Systems

The contractor shall assist in the task management process by gathering relevant threat information to assist in defining system security requirements, and recommending the appropriate Mission Assurance Category and Confidentiality Level (CL) for all applications, systems and networks within the DON/AA claimancy. This information shall be properly documented.

The contractor shall recommend and execute Government approved IA actions required to protect, monitor, analyze, detect and respond to unauthorized activity within Navy IS and legacy computer networks. These recommendations shall include at a minimum host intrusion detection, host intrusion prevention, system compliance profiling, rogue system detection, application blocking, and INFOCON base lining in accordance with USSTRATCOM Directive 527-1.

4.4.3 Computer Network Vulnerability Testing

The contractor shall serve as the computer network vulnerability testing agent for Secretariat IS and legacy networks. This includes Technical Evaluations, Operational Evaluations, System vulnerability scans and Verification of Correction of Deficiencies. The contractor shall ensure compliance with IA and Computer Network Defense (CND), tracking and reporting claimancy IAVM and Command Tasking Orders (CTO) status.

4.4.4 Perform Web Risk Assessment (WRA) and Analysis

The contractor shall perform Web Risk Assessment (WRA) and analysis on all Secretariat networks to ensure Navy Secretariat and Secretariat Staff web pages resident on the World Wide Web comply with prescribed Department of Defense and Department of Navy guidance.

The contractor shall assist the IAM in providing guidance and direction to ensure the content, compliance and investment of all unclassified Web sites and their associated Uniform Resource Locators (URLs) have potential risks identified and employ the necessary IA safeguards to protect operational security, privacy of information, and information security.

The contractor shall assist the IAM in consolidating DON web site and URL investments to reduce the infrastructure footprint, in order to better protect operational security, privacy of information and information security.

The contractor shall assist the IAM in the registration of all URLs in the DON Application and Database Management System (DADMS) for inclusion into the DON ITIM investment portfolio.

4.4.5 Management of the Secretariat's Information Assurance Vulnerability Management (IAVM) Program

The contractor shall review NNWC Online Compliance Reporting System (OCRS) on a daily basis, excluding weekends and holidays. The contractor shall query System Administrators on status, as required, and report IAVM Compliance in OCRS, as required. The contractor shall notify the COR when an organization fails to comply with the IAVM program. The contractor shall review weekly logs with the Government lead to ensure 100% compliance with applicable IAVAs, Information Assurance Vulnerability Bulletins (IAVBs), Information Assurance Vulnerability Technical Advisory (IAVTs) and Computer Tasking Orders (CTOs).

4.5 ENGINEERING/INTEGRATION SUPPORT

The contractor shall provide a range of support from providing prototypes, piloting applications, providing enhancements to existing systems and full engineering projects. There is an anticipated 10 (ten) new/reevaluated requirements per year. The contractor shall manage and implement these efforts under project management and lifecycle development approach, producing management plans and system documentation as defined below.

4.5.1 Engineering/Integration Support Documentation

The contractor shall provide documentation commensurate with the level of effort required for the tasking. Major project requests shall include:

Engineering Project Plan: the contractor shall develop a Project Management Plan (PMP) for all approved Engineering Support tasks. The project plan shall include the project's objectives, assumptions, schedule, milestones and a

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breakdown structure (WBS). The schedule shall be actively maintained by the contractor and provided as part of the program's status reporting process

Define Requirements & Design Alternatives: as components of the lifecycle approach, the contractor shall develop the Requirements Definition and Design Alternatives Document. Accompanying the Design Alternative shall be the recommendation with the corresponding pros and cons

Solution Development/Integration: upon approval of the proposed solution, the contractor shall implement the accepted solution

Testing: during the course of implementing an engineering solution, the contractor shall perform various types of testing. The contractor shall perform "unit" and "system" testing independently from the Government. The contractor shall develop and present an "acceptance" test plan, Test Procedures and a Test Report, which demonstrate that all the systems requirements have been identified, tested and passed

Deployment and Training: the contractor shall plan and provide resources to deploy and provide training on the solution. The contractor shall develop classroom training and the associated training materials, as may be required.

TASK 4.6 BUSINESS AND TECHNICAL ANALYSIS AND PLANNING

The contractor shall provide specialized Subject Matter Experts (SME) support in each of the areas identified in this PWS, on a relatively short notice, as required. In performing this task, the contractor may be required to recommend the periodic use of SMEs. Use of such SMEs shall require the specific approval of the COR and either the ITD PgM or Government Lead, prior to commencement of work under this task order.

4.6.1 Operational and Strategic Planning

The contractor shall be prepared to provide specialized SME support in the SECNAV Headquarters' business processes, organizational goals, and information processing requirements. The SMEs shall thoroughly understand applications, technologies, trends, and business concepts, which impact these overarching requirements.

Specifically, the contractor shall develop strategic plans compatible with the strategic vision and goals of DON/AA and the SECNAV Headquarters, as well as developing Operational Plans which implement those visions and goals.

Strategic and operational planning shall be linked to other activities within this work statement, such as outreach, Business Process Re-engineering (BPR), risk management, and business case analysis, among others.

4.6.2 Knowledge Management (KM)

ITD is initiating a series of projects to evaluate and implement several components in support of Knowledge Management (KM). ITD potentially requires support in the areas of Enterprise Architecture, Process Engineering, Process Management, and Operational Analysis. These skills are required for the definition, analysis, and implementation of KM practices in support of DON/AA and the SECNAV. The contractor shall work directly with all levels of SECNAV and DON/AA personnel and supporting contractors in coordinating and facilitating these activities.

4.6.3 IT Investment Portfolio Management

The contractor shall assist the ITD Program Manager in the registration of all DON Application and Database Management System (DADMS) for inclusion into the DON IT Investment portfolio.

The contractor shall maintain an IT Investment Portfolio from DITPR-DON in support of ITD technology initiatives and planning. The portfolio shall be maintained for examining options, as well as tracking different investments. Included in the portfolio shall be Business Case Analysis (BCA) for the various IT options and alternatives being considered, providing:

- Cost benefit comparison analysis (including BPR results)
- Total Cost of Ownership
- Business impact of remaining with current technology vs. migrating to replacement technology
- Options analysis to include modification of existing technology vs. replacement
- Metrics to be used to evaluate the success of investments and to measure the progress of projects

4.6.4 Requirements Document Development

The contractor shall be responsible for developing Requirements Documents, including various associated support tasks, such as:

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Product surveys, reviews and product testing
Conducting interviews, surveys and other data collection activities
Requirements analysis, re-engineering analysis and other focus of analytical activities in support of data collection research
White Papers documenting research and options selections reports

4.6.5 Government Working Group Participation

The contractor shall review industry and Government policies and procedures for their impact on SECNAV Headquarters applications and participate in Governmental and commercial forums and/or working groups, as requested. The contractor shall document areas of interest and impact to ITD in written reports, identifying salient issues, potential impacts and opportunities and recommendations within 7 working days.

4.6.6 IT Administrative Support

The contractor shall provide general administrative support for clerical and office related requirements. This person shall generate business documents, such as responding to Taskers, formatting and producing formal correspondence from handwritten and draft editorials. In addition to clerical work, the contractor shall provide copies of correspondence and ensure files are up to date and accurate. This includes Outlook calendar management for office deadlines and important events.

TASK 4.7 TRANSITION AND MODIFICATION OF LEGACY APPLICATIONS AND SYSTEMS

DON/AA is responsible for approximately 43 (forty-three) legacy applications and systems which will need to be eliminated or reengineered and/or transitioned over the next few years. A specific subset of this tasking includes the requirement for the contractor to assist with the recommendation for transition and/or reengineering of these legacy applications intended for continued functionality by the DON/AA. It is anticipated that 5 (five) systems will be transitioned per year. Support shall include:

- Interfacing with representatives external to ITD (such as the Integrated Solutions Framework (ISF) and Program Executive Offices (PEO))

- Assisting the ITD PGM in providing direction, guidance, and administrative support to DON/AA organizations and claimancy Central Design Activities in the application rationalization process, meeting organizational objectives to eliminate all disapproved applications and also the Navy Department objectives and goals for the reduction of applications used on legacy and NMCI networks

- Planning and implementing transition of legacy systems in accordance with approved schedules

- Tracking all identified legacy applications, systems, and networks and identify any new legacy applications not previously identified in the DON Application and Database Management System (DADMS) and the ISF Tools databases

- Maintaining an automated accounting of the status of each legacy application

- Working with the SECNAV Headquarters customer, analyze and document "Best of Breed" functionality differences with existing DON/AA legacy applications and submit a monthly report of system comparisons

- Assisting the customer in preparing cost analyses and budget impact of all upgrades

- If a "Best of Breed" solution is selected, examining the current business process and make recommendations for process change, if necessary

- Identifying customer access issues

- Adhering to the procedures documented within the NMCI Release Development and Deployment Guide which shall be provided upon request

TASK 4.8 SYSTEM SUPPORT

A primary goal of DON/AA is the timely and responsive management of resources authorized for use in the execution of Secretary of the Navy programs. This goal is realized through support provided by DON/AA's ITD team. In addition to the operations and maintenance of systems hosted by ITD, DON/AA has full program responsibility for 2 (two) specific systems. The contractor shall provide application development and test, operations, maintenance and SME support for the following systems:

4.8.1 Secretariat Automated Resource Management Information System (SARMIS)

The contractor shall provide specialized SME support to DON/AA's Financial Management Division (FMD). The contractor shall support the division's analysts and central application, Secretariat Automated Resource Management Information System (SARMIS).

In order to achieve the greatest effectiveness and efficiencies in meeting the goals of DON/AA, SARMIS was developed to

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allow for the formulation, archival and reporting of program budget authority granted to the Secretary. In addition, SARMIS is used to prepare budget exhibits and track budget execution, civilian resources and military manpower requirements for the DON/AA claimancy. Monthly management reports are also produced that provide managers with information as to how resources are being executed against financial plans.

As such, a Principle System Engineer/ SARMIS SME is required in planning, analyzing, designing, evaluating, testing, maintaining, loading, implementing, enhancing and deploying the SARMIS Application and supporting the SARMIS users. The scope of the work shall include:

- Assist SARMIS staff in registering application/system information in DADMS and the DoD Information Technology Portfolio Repository –DON (DITPR-DON)
- Application maintenance
- Database administration
- Task management
- Customer support
- Documentation

The SME shall provide, as needed, technical support for the SARMIS modules scalability, traceability and audit readiness with in-house and contracting teams working for or collaborating with DON/AA.

4.8.2 Financial Management Office Website Development and Maintenance and IT Security

The contractor shall serve as the principle web-based developer for the Financial Management Office's (FMO) Public Website and Application Website, as required, described below:

- Provide primary design and functionality enhancements for the FMO Public Website and for an FMO Secure Website that provides icons for initial access to FMO Web Applications
- Provide Webmaster functions, updates to website content, reevaluation and enhancement of website functionality, verifying website links, and verifying compliance with Section 508 of the Rehabilitation Act
- Analyze software upgrades and provide recommendations for implementation. Include an estimated cost of implementation
- FMO approved software upgrades shall be funded separately.

The contractor shall maintain the DON's Transportation Incentive Program (TIP) web application as described below:

- Update homepage and links monthly
- Keep documents, such as, the monthly newsletter up to date
- Provide Technical help desk support

Contractor shall also perform IT security for FMO:

- Act as FMO's Information Systems Security Officer (ISSO)
- Perform and maintain any required certification/accreditation, in coordination with FMO System developers and the Navy DAA, for network connectivity, (interim) authority to operate (IATO/ATO) or any related security requirements at the application level.
- Assist FMO staff in registering application/system information in the DON Applications and Database Management System (DADMS) and the DoD Information Technology Portfolio Repository –DON (DITPR-DON)

Provide management and engineering analysis services to assist with DoD/DON statutory and regulatory requirements for IT portfolio management in all life cycle stages. To include:

- Provide management with engineering services related to network system design server consolidation, Information Assurance and application development
- Provide program level support in the development and implementation of engineering changes, testing and evaluation documentation, fielding procedures and plans, task assessments and various decision briefings

Contractor shall perform Help Desk and administrative functions to include but not limited to:

- Maintain FMO IT issued and inventory equipment database
- Submission of IT/phone repair tickets
- Troubleshoot and provide technical help desk support and resolution to personnel

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Provide support as needed to Business Operations Office and other administrative tasks

The contractor shall utilize an existing SharePoint automated system for all Help Desk requests in order to track tickets and resolution. Additionally, the contractor shall be able to provide administrative, development and testing support within Cold Fusion and Project Server systems.

The contractor shall provide weekly status reports on any and all issues related to this task by Tuesday of the following week for the previous week.

TASK 4.9 APPLICATIONS DEVELOPMENT AND MAINTENANCE SERVICES

The contractor shall provide a range of support for prototypes, graphic designs, piloting applications, enhancements to existing systems and full engineering projects. The contractor shall manage and implement these efforts under "normal" work or as a project. The contractor shall manage projects through the project management and lifecycle development approach, producing management plans and system documentation. Currently, applications development uses Microsoft SharePoint technologies, and the contractor shall accommodate evolving technologies. The contractor staff shall have experience with development, design, programming, branding, documentation, training and basic taxonomy. The contractor shall work onsite providing direct support to the DON/AA applications development effort. Priorities shall be provided to the contractor by the onsite Government Applications Development Team Lead. All Application and Database Source Code, graphics and training documentation developed/updated/augmented by the contractor shall be provided to the Government as completed.

4.9.1 Applications Development and Maintenance

The contractor shall provide application development and maintenance for legacy and future systems, as requested. This includes developing an application from inception or upgrading an existing application into a current/different technology. The contractor shall collect requirements from the user and form a solution that best meets the need. Although the majority of work utilizes SharePoint, the contractor shall be able to perform in other systems/IT languages as requested. The contractor shall provide documentation and training, as needed, to the users of the application. Maintenance shall be performed regularly to include improvements to the functional capabilities of the application and any updates relevant to the respective technology being utilized by the application.

Duties include branding, graphics, taxonomy and overall ability to do all work performed. The contractor shall create web graphics from scratch or in collaboration with users to meet their desired needs. The contractor shall implement graphics into a SharePoint environment and conform to Public Law 508 compliance. In addition to web graphics, the contractor shall create custom Power Point templates, data sheets, slick sheets and advertisements. The contractor shall design in the adopted technology based on requirements gathered and provided by the Government applications development team lead.

The contractor shall provide developer personnel using the adopted technologies of the DON/AA ITD applications development initiative. The majority of development is Web technologies. The contractor shall provide Web Developers to code in the respective programming language, have extensive knowledge of the functionality of the technology, and have the overall ability to document work performed, all the while conforming to 508 compliance. The contractor shall be able to determine technology limitations and provide expert knowledge to the Government applications development team lead. The contractor shall be capable of developing in the adopted technology based on requirements gathered and provided by the Government applications development team lead. The contractor shall offer guidance on the policy and governance of any application that is developed or utilized.

The contractor shall provide personnel that have policy, training and documentation experience using the adopted technologies of the DON/AA ITD applications development initiative. Duties include training, development of policy, documentation and gathering end-user requirements. The contractor shall work with the applications development team to help fully document processes and functionality of applications being developed.

4.9.2 Database Administration and Maintenance

The contractor shall provide database administration and maintenance for legacy and future systems as requested. The contractor shall provide database administration (DBA) support for Oracle and Microsoft SQL base systems and applications. The contractor shall support ad hoc trouble tickets that do not require a lifecycle development approach. This includes troubleshooting portal sites and user accounts, making modifications to an existing portal site, and managing permissions of portal sites. The contractor shall perform DBA tasks, such as performance tuning and database maintenance, performing system management and administrative functions and maintaining a complete and accurate library of system documentation.

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TASK4.10 DEVELOPMENT SERVICES (*CLINs 4001, 4005, 4008*)

The contractor shall provide database development for legacy and future systems as requested. This includes developing an application from inception. The contractor shall perform DBA tasks, creating databases as required. The contractor shall be capable of developing in the adopted technology based on requirements gathered. Furthermore, the contractor shall provide database administration (DBA) support for Oracle and Microsoft SQL base systems and applications.

The contractor shall provide a range of support for prototypes, piloting applications, and for full engineering projects. The contractor shall manage projects through the project management and lifecycle development approach, producing management plans and system documentation. The contractor shall offer guidance on the policy and governance of any item is developed, as well as fully document processes and functionality of items being developed. All Application and Database Source Code developed by the contractor shall be provided to the Government as completed.

TASK4.11 DATACENTER SERVICES

The contractor shall provide system administration and engineering support to legacy and new systems as required. All systems must comply with information assurance standards to maintain C&A. The contractor shall implement proactive measures to ensure all systems remain operational, with no impact to DON/AA or its customers.

4.11.1 Application Maintenance

The contractor shall provide maintenance support for SECNAV Headquarters applications. This includes performing such functions as performance tuning, administration of applications, application enhancement/development and web hosting.

4.11.2 Systems Administration Support

The Contractor shall provide system administration for all systems and applications hosted within the data center. This work includes testing and implementing IAVM requirements, assisting with software upgrades and maintaining a healthy system. DON/AA ITD requires support in the administration of the file security groups.

4.11.2.1 Backup and Restoral

The contractor shall ensure that daily and weekly backups have been conducted by the off-site storage provider of all production and development servers. Server and file restoration shall be provided on an as needed basis, within 24 hours of the request. Restoration process shall be tested quarterly.

4.11.2.2 Disaster Planning and Disaster Recovery

In support of DON/AA IT systems, the contractor shall support disaster planning activities, consisting of developing, or performing several layers of disaster procedures. These procedures include but are not limited to: off-site storage and recovery processes, server and application reconstitution processes and business recovery processes. The contractor shall provide input and assist, as required, with periodic training and disaster recovery drills and updates to the Disaster Recovery Plan.

4.11.2.3 Software Upgrades

During the "normal" course of system support, the contractor shall test software upgrades. The contractor shall test upgrades prior to production rollout and make recommendations to the Government. Whether this is a problem resolution, vendor supplied patch, security patch, total rebuild or reconfiguration, the contractor shall detail the contractor plan of action, including testing, back out process, customer notification plan and schedule.

4.11.2.4 Problem Resolution

The contractor shall provide problem resolution to restore services that have been degraded or have experienced a mission impacting service outage. During normal business hours, the contractor shall immediately begin the resolution process, which is to include Government notification within 30 minutes of detection. The contractor shall provide, at a minimum, a plan of action to resolve the problem within two hours of the notification. The contractor shall provide a Root Cause Analysis (RCA) for all events where a "mission impacting" service outage was experienced. The Government PgM may require RCA for other events as required.

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4.11.2.5 Monitoring

The contractor shall use Government-provided tools to perform application/system monitoring of all services, including customer-provided applications. The contractor shall provide monthly reports of performance metrics and capacity plans within five business days of each month for the activities of the previous month. The contractor shall take proactive measures to prevent any foreseeable system degradation or outages.

4.11.2.6 Operating Procedures

The contractor shall develop and maintain a "library" of standard operating procedures (SOPs) for all activities and services performed by the contractor under this task order. These procedures shall be reviewed and revised upon any system configuration change, maintained online and be available for Government review upon request.

4.11.3 Systems Engineering Services

The contractor shall provide Systems Engineering Services in support of DON/AA requirements. The contractor shall be responsible for gathering desired outcomes/objectives and translate those requirements into solutions. The contractor shall be responsible for the design and operations of complex systems from the conceptual phase through product deployment. The contractor shall develop processes and procedures to maintain the integrity of systems engineering hardware and software in accordance with acceptable enterprise architecture guidance.

TASK 4.12 OTHER DIRECT COSTS (ODCs)

During the performance of this task order, the contractor shall be prepared to procure equipment or services to facilitate or expedite Task Order-related activities. Items, either hardware or software, purchased shall be acquired in accordance with Federal Acquisition Regulation (FAR) 44. These procurement services shall be used to acquire software, hardware and IT-related, miscellaneous services. To support DON/AA and its emerging mission requirements, TID seeks to automate its business based upon best practices. Procurement support may include services such as:

- Application monitoring to be more proactive in the maintenance and reporting of metrics
- ITIL compliant, enterprise ticketing system
- Continuous monitoring information assurance tools to reduce costs of C&A and improve event notification of intrusions and attacks
- Software licensing and version upgrades to support the enterprise Data Center Site
- Warranty and maintenance agreements for Data Center Site and systems
- Management dashboard to monitor effective support services to gain historical data and metrics
- Software required for contractor to perform its contractual duties (i.e., development desktop)
- Non-NMCI asset inventory required to maintain under this work effort
- Web risk analysis software

All purchases made with Government approval and funds are the sole properties of the Government.

TASK 4.13 LIAISON SERVICES

Activities under this subtask are intended to increase awareness and understanding of these ITD services across the spectrum of potential users. Accordingly, the contractor shall provide outreach liaison services between the TID PgM and internal and external customers, performing tasks such as:

- Conducting training/outreach for potential customers
- Conducting periodic customer surveys
- Developing and/or presenting briefings to potential customers
- Identifying relationships between customer surveys and customer support metrics, including task order incentive plan metrics
- Conducting program analysis/studies

The contractor shall only interface with internal and external customers upon having received prior permission to do so by the COR.

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REPORTING

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

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)

(a) Travel

(1) Area of Travel. Performance under this task order 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 these 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.

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(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.

(End of Provision)

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE (SERVICES) (OCT 1992)

Inspection and acceptance of services to be furnished hereunder shall be made, upon completion of the services, by the requiring activity.

(End of Provision)

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SECTION F DELIVERABLES OR PERFORMANCE

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

4001	9/5/2012 - 9/4/2013
4002	9/5/2012 - 9/4/2013
4004	9/5/2013 - 9/4/2014
4005	9/5/2013 - 9/4/2014
6001	9/5/2012 - 9/4/2013
6002	9/5/2012 - 9/4/2013
6003	9/5/2013 - 9/4/2014
6004	9/5/2013 - 9/4/2014

CLIN -DELIVERIES OR PERFORMANCE

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

4001	9/5/2012 - 9/4/2013
4002	9/5/2012 - 9/4/2013
4004	9/5/2013 - 9/4/2014
4005	9/5/2013 - 9/4/2014
6001	9/5/2012 - 9/4/2013
6002	9/5/2012 - 9/4/2013
6003	9/5/2013 - 9/4/2014
6004	9/5/2013 - 9/4/2014

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

4007	9/5/2014 - 9/4/2015
4008	9/5/2014 - 9/4/2015
5001	8/15/2012 - 9/4/2012
6005	9/5/2014 - 9/4/2015
6006	9/5/2014 - 9/4/2015

Services to be performed hereunder will be provided across the Navy Headquarters within the National Capital Region (NCR) including sites located at the Pentagon, Navy Annex, Washington Navy Yard, Navy Air Station Anacostia, Arlington Annex and Crystal City. The contractor shall provide onsite services to all changed or additional DON/AA sites within 25 miles of the NCR based upon facility realignment or consolidations.

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DELIVERY OF DATA (FISC DET PHILA) (OCT 1992)

Place and time of delivery of data shall be as specified on the DD Form 1423 (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

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SECTION G CONTRACT ADMINISTRATION DATA

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(a) *Definitions.* As used in this clause—

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

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

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

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

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acouisition.gov>; and

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

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

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

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

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

COST VOUCHER

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

DESTINATION

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

Routing Data Table

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	S2404A
Service Acceptor (DoDAAC)	N44966

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LPODoDAAC	N44966
DCAA Auditor DoDAAC	HAA47F

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

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

Andrew Adam Andrew.Adam@navy.mil
Matt Wilson Matthew.Wilson3@navy.mil

(g) *WAWF point of contact.*

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

Danielle Oberdick danielle.oberdick@navy.mil

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

(End of clause)

SECURITY ADMINISTRATION (FISC DET PHILA) (OCT 1992)

The highest level of security that will be required under this task order is SECRET as designated on DD Form 254 attached hereto and made a part hereof.

The cognizant security offices are:

For Facility Clearance:
Defense Security Service
Northern Virginia Field Office
14428 Albemarle Point Place, Suite 140
Chantilly, VA 20151-1678
Telephone: (703) 926-9677
Cage Code: 17038
Facility Clearance: Top Secret with Top Secret Storage Capability
Granted by: DIS, Washington, September 1, 1992

For Personnel Security Clearance Verification:
Defense Security Service
Post Office Box 2499
Columbus, OH 43216
Telephone: (888) 282-7682

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.

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(a) The Contractor shall comply with agency personal identity verification procedures identified in the task order 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 task order 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 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)

PGI 252.204-0004 LINE ITEM SPECIFIC: BY FISCAL YEAR (SEP 2009)

The payment office shall make payment using the oldest fiscal year appropriations first, exhausting all funds in the previous fiscal year before disbursing from the next fiscal year. In the event there is more than one ACRN associated with the same fiscal year, the payment amount shall be disbursed from each ACRN within a fiscal year in the same proportion as the amount of funding obligated for each ACRN within the fiscal year.

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

Accounting Data

SLINID	PR Number	Amount
400101	N4496612RC00011	600000.00
LLA :		
AA 1721804 12TA 252 44966 068892 20 COO011 4496620003GQ		
Standard Number: N4496612RC00011		
400102	N4496613RC00001	1000000.00
LLA :		
AB 1731804 12TA 252 44966 068892 20 COO001 4496630003GQ		
Standard Number: N4496613RC00001		
400201	N4496612RCRDTEF	100000.00

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LLA :
AC 1721319 g5EB 255 44966 R 068892 20 CRDTEF 449662R2551Q
Standard Number: N4496612RCRDTEF

BASE Funding 1700000.00
Cumulative Funding 1700000.00

MOD 01

400202 N4496613RCRDTE2 200000.00
LLA :
AD 2731319 g5EB 255 44966 R 068892 20 CRDTE2 449663R2551Q
Standard Number: N4496613RCRDTE2

MOD 01 Funding 200000.00
Cumulative Funding 1900000.00

MOD 02

400102 N4496613RC00001 793000.00
LLA :
AB 1731804 12TA 252 44966 068892 20 C00001 4496630003GQ
Standard Number: N4496613RC00001

600101 N4496613RC00001 2000.00
LLA :
AB 1731804 12TA 252 44966 068892 2D C00001 4496630003GQ
Standard Number: N4496613RC00001

600201 N4496613RC00001 5000.00
LLA :
AB 1731804 12TA 252 44966 068892 20 C00001 4496630003GQ
Standard Number: N4496613RC00001

MOD 02 Funding 800000.00
Cumulative Funding 2700000.00

MOD 03

400103 N4496613RC00001 1095000.00
LLA :
AB 2731804 12TA 252 44966 068892 2D C00001 4496630003GQ
Standard Number: N4496613RC00001

600202 N4496613RC00001 5000.00
LLA :
AB 2731804 12TA 252 44966 068892 2D C00001 4496630003GQ
Standard Number: N4496613RC00001

MOD 03 Funding 1100000.00
Cumulative Funding 3800000.00

MOD 04

400401 N4496613RC00006 548000.00
LLA :
AG 1731804 12TA 252 44966 068892 20 C00006 4496630003GQ
Standard Number: N4496613RC00006

400501 N4496613RCRDTE3 5000.00
LLA :
AF 1731319 E5EB 255 44966 R 068892 20 CROTE3 449663R2551Q
Standard Number: N4496613RCRDTE3

600203 N4496613RC00001 145000.00
LLA :
AB 1731804 12TA 252 44966 068892 20 C00001 4496630003GQ
Standard Number: N4496613RC00001

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600401 N4496613RC00006 S000.00
 LLA :
 AG 1731804 12TA 2S2 44966 068892 2D C00006 4496630003GQ
 Standard Number: N4496613RC00006

MOD 04 Funding 703000.00
 Cumulative Funding 4S03000.00

MOD OS

400402 N4496614RC00001 7S0000.00
 LLA :
 AH 1741804 12TA 2S2 44966 068892 2D C00001 4496640003GQ
 Standard Number: N4496614RC00001

600301 N4496614RC00001 S000.00
 LLA :
 AH 1741804 12TA 2S2 44966 068892 2D C00001 4496640003GQ
 Standard Number: N4496614RC00001

600402 N4496614RC00001 S000.00
 LLA :
 AH 1741804 12TA 2S2 44966 068892 2D C00001 4496640003GQ
 Standard Number: N4496614RC00001

MOD OS Funding 760000.00
 Cumulative Funding S263000.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

This task order is incrementally funded and the amount ultimately available for payment, after Modification P00002, hereunder is limited to \$2,700,000.00, inclusive of fee. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of this task order, no legal liability on the part of the Government for payment in excess of \$2,700,000.00 shall arise unless additional funds are made available and are incorporated as a modification to this task order.

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

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

Mr. Russell Smith
Information Specialist
DON/AAITD
1000 Navy Pentagon, Room 4A2 76
Washington DC 20350
703-614-3273

(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: Not Applicable

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

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the task order, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic task order 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 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.

TECHNICAL DIRECTION (NAVSUP 5252.242-9402) (FEB 1999)

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the task order shall be given through issuance of Technical Instructions (TIs) by the Contracting Officer's Representative (COR).

(b) Each TI shall be in writing and shall include, as a minimum, the following information:

- (1) Date of TI;
- (2) Task Order and TI number;
- (3) Reference to the relevant section or item in the statement of work;
- (4) Signature of COR;
- (5) A copy shall be sent to the Contracting Officer for review.

(c) Each TI issued hereunder are subject to the terms and conditions of this task order; and in no event shall

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technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TI and this task order, the task order shall control.

(d) When, in the opinion of the contractor, a technical direction calls for effort outside the task order statement of work, the Contractor shall notify the COR and the Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any oral technical direction is reduced to writing by the COR within two (2) working days of its issuance.

(f) Amendment to a TI shall be in writing and shall include the information set forth in paragraph (b) above. A TI may be amended orally only by the COR in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TI by a TI modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions hereof shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

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SECTION I CONTRACT CLAUSES

DISCLOSURE OF INFORMATION (DFARS 252.204-7000) (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, **unless-**

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

NON-DISCLOSURE AND NON-USE OF DATA AGREEMENT

(a) Data

All data obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors as a result of performance of this Seaport Order shall be deemed to be "sensitive" and/or "proprietary" whether or not such data is so designated or marked. Access to data obtained, received, or learned as a result of performance of this Seaport Order shall be restricted to the minimum number of Contractor personnel necessary for performance of this Seaport Order. 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 Seaport Order. The Contractor shall ensure that each of its personnel and subcontractors who obtains, receives, or learns data as a result of performance of this Seaport Order understands and complies with this "Non-Disclosure and Non-Use of Data" agreement.

(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 Seaport Order only to Contractor personnel directly performing under this Seaport Order and to United States Department of Defense personnel to whom disclosure of such data is required in performance of this Seaport Order. 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 Seaport Order only in direct performance of this Seaport Order 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 Seaport Order, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:

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

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

(3) He/she shall use data obtained, received, or learned as a result of performance of this Seaport Order only in direct performance of this Seaport Order 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 Seaport Order 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 Seaport Order, 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 its subcontractors receive a court order requiring disclosure of data obtained, received, or learned as a result of performance of this Seaport Order 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 Seaport Order.

(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 Seaport Order, and the Government may, in addition to any other remedy available, terminate this Seaport Order, 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. A sample Non-Disclosure and Non-Use Of Data Certification is provided as an attachment to this Seaport Order.

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 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

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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 currently 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 (NACLC) 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:

- * 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 period.

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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.

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.

(End of Clause)

OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR2000)

(a.) The Government may extend the term of this task order by written notice to the Contractor within 7 days prior to the end of the period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 15 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

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

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Clauses incorporated by reference:

- 52.232-22 Limitation of Funds (Apr 1984)
- 52.232-18 Availability of Funds (Apr 1984)

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SECTION JLIST OF ATTACHMENTS

1. Personnel Qualifications
2. CDRLs
3. Deliverables Schedule
4. DD254
5. List of GFE
6. List of Systems and Associated Software
7. QASP
8. CAP for Cost Type Task Orders
9. Sample Non-Disclosure and Non-Use Of Data Certification