

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 07-Jan-2011	4. REQUISITION/PURCHASE REQ. NO. 1300185899	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY FISC Norfolk, Contracting Dept Norfolk 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392 william.g.finke@navy.mil 757-443-2066	CODE N00189	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342	CODE	S2404A

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)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-FK02
		10B. DATED (SEE ITEM 13) 01-Dec-2010
CAGE CODE 17038	FACILITY CODE 006928857	

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.
[]	
[]	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).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) MUTUAL AGREEMENT BETWEEN PARTIES

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Carrodene Johnson, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/ [REDACTED] (Signature of person authorized to sign)	15C. DATE SIGNED 11-Jan-2011	16B. UNITED STATES OF AMERICA BY /s/Carrodene Johnson (Signature of Contracting Officer)	16C. DATE SIGNED 02-Feb-2011

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

- A). The purpose of this modification is to cancel the task order in its entirety.
- B). By execution of this modification, the parties agree to a no cost cancelation of Contract N00178-04-D-4024-FK02.
- C). Accordingly, funds in the amount of \$ [REDACTED] are de-obligated.
- D). The contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments or claims attributable to this task order.

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$ [REDACTED] by \$ [REDACTED] to \$ [REDACTED]

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
500001	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]
600001	O&MN,N	[REDACTED]	[REDACTED]	[REDACTED]

The total value of the order is hereby decreased from \$ [REDACTED] by \$ [REDACTED] to \$ [REDACTED]

CLIN/SLIN	From (\$)	By (\$)	To (\$)
5000	[REDACTED]	[REDACTED]	[REDACTED]
6000	[REDACTED]	[REDACTED]	[REDACTED]

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
5000	PROGRAM MANAGEMENT SUPPORT FOR NGEN (O&MN,N)	12.0 LM	\$ [REDACTED]	\$ [REDACTED]
500001	FUNDING FOR CLIN 5000 (O&MN,N)			
5100	PROGRAM MANAGEMENT SUPPORT FOR NGEN (OPTION YEAR I) (O&MN,N) Option	12.0 LM	\$ [REDACTED]	\$ [REDACTED]
5200	PROGRAM MANAGEMENT SUPPORT FOR NGEN (OPTION YEAR II) (O&MN,N) Option	12.0 LM	\$ [REDACTED]	\$ [REDACTED]
5300	PROGRAM MANAGEMENT SUPPORT FOR NGEN (OPTION YEAR III) (O&MN,N) Option	12.0 LM	\$ [REDACTED]	\$ [REDACTED]

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	OTHER DIRECT COSTS (ODCS) (O&MN,N)	1.0 Lot	\$ [REDACTED]
600001	(O&MN,N)		
6100	OTHER DIRECT COSTS (ODCS) (O&MN,N) Option	1.0 Lot	\$ [REDACTED]
6200	OTHER DIRECT COSTS (ODCS) (O&MN,N) Option	1.0 Lot	\$ [REDACTED]
6300	OTHER DIRECT COSTS (ODCS) (O&MN,N) Option	1.0 Lot	\$ [REDACTED]

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For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
8000	PROGRAM MANAGEMENT SUPPORT FOR NGEN (OPTION YEAR IV) (O&MN,N) Option	12.0 LM	\$ [REDACTED]	\$ [REDACTED]

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
9000	OTHER DIRECT COSTS (ODCS) (O&MN,N) Option	1.0 Lot	\$ [REDACTED]

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS) FOR

NGEN, CANES AND ONE-NET TRANSITION, TECHNICAL AND PROGRAM SUPPORT FOR THE NAVAL NETWORKING ENTERPRISE (NNE) DIVISION

1. GENERAL:

ORGANIZATION TO BE SUPPORTED: NAVY CYBER FORCES (CYBERFOR)

1.1 BACKGROUND:

CYBERFOR WAS ESTABLISHED BY THE SECRETARY OF THE NAVY ON 26 JANUARY 2010 TO SERVE AS THE TYPE COMMANDER (TYCOM) FOR CRYPTOLOGY/SIGNALS INTELLIGENCE, CYBER, ELECTRONIC WARFARE, INFORMATION OPERATIONS, INTELLIGENCE, NETWORKS AND SPACE DISCIPLINES UNDER COMMANDER, U.S. FLEET FORCES COMMAND. AS THE TYCOM, CYBERFOR IS RESPONSIBLE FOR ORGANIZING AND PRIORITIZING MANPOWER, TRAINING, MODERNIZATION AND MAINTENANCE REQUIREMENTS, AND CRYPTOLOGIC AND SPACE-RELATED SYSTEMS AND INTELLIGENCE AND INFORMATION ACTIVITIES. CYBERFOR WILL ALSO COORDINATE WITH THE OTHER TYCOMS TO DELIVER INTEROPERABLE, RELEVANT AND READY FORCES AT THE RIGHT TIME AT THE BEST COST, TODAY AND IN THE FUTURE.

THE DEPARTMENT OF THE NAVY (DON) IS PLANNING FOR THE IMPLEMENTATION OF THE NAVAL NETWORKING ENVIRONMENT~2016 (NNE~2016) STRATEGY TO GUIDE THE DON TOWARDS A FUTURE NET-CENTRIC ENTERPRISE ENVIRONMENT TO PROVIDE A HIGHLY SECURE AND RELIABLE ENTERPRISE-WIDE VOICE, VIDEO, AND DATA NETWORK ENVIRONMENT. THIS CONSTRUCT WILL PROVIDE UBIQUITOUS ACCESS TO DATA, SERVICES AND APPLICATIONS FROM ANYWHERE IN THE WORLD. UNDER THE NNE~2016, DON WILL BIND SEVERAL ASPECTS OF THE NAVY IT ENVIRONMENT TOGETHER BY A COMMON ARCHITECTURE INCLUDING CURRENT ENTERPRISE NETWORKS; CORE NETWORK SERVICES; FUNCTIONAL PROGRAMS AND PROJECTS; AND MAJOR APPLICATIONS THAT WILL RESIDE ON THE NETWORK.

NNE~2016 WILL INCLUDE THE NEXT GENERATION ENTERPRISE NETWORK (NGEN), OCONUS NAVAL ENTERPRISE NETWORK (ONE-NET), CONSOLIDATED AFLOAT NETWORKS AND ENTERPRISE SERVICES (CANES), MARINE CORPS ENTERPRISE NETWORK (MCEN), AND THE REMAINING DEPARTMENT APPROVED EXCEPTED NETWORKS. TO SUCCESSFULLY IMPLEMENT AND INTEGRATE THESE NETWORKS INTO NNE~2016, A COMPLETE NETWORK TRANSFORMATION IS REQUIRED. THE NNE DIVISION, UNDER THE CYBERFOR N8 DIRECTORATE WILL PLAY A LEADING ROLE IN THIS COMPLEX EFFORT. WORKING WITH NETWARCOM AS THE OPERATIONAL MANAGER FOR NAVY NETWORKS, THE NNE DIVISION WILL BE RESPONSIBLE FOR ESTABLISHING OPERATIONAL NETWORK COMMAND AND CONTROL (C2) PROCESSES, A SKILLED WORKFORCE, ALONG WITH THE NEEDED TECHNOLOGY AND TOOLS ON AN ENTERPRISE LEVEL, WHILE BEING THE FLEET'S ADVOCATE RESPONSIBLE FOR ARTICULATING AND DRIVING THE INCORPORATION OF THE FLEET'S NETWORK OPERATIONAL REQUIREMENTS.

1.2 APPLICABLE DOCUMENTS:

THE FOLLOWING DOCUMENTS ARE APPLICABLE TO THIS PERFORMANCE WORK STATEMENT.

DOD DIRECTIVE 8500.1
DOD INSTRUCTION 8500.2
CJCSI 6211.02C
CJCSM 6510
DODI 8510.01

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DISA SECURITY TECHNICAL IMPLEMENTATION
DOD AND DON SECURITY POLICIES
DOD OFFICE OF CIVILIAN PERSONNEL GUIDELINES
DOD 5220.22-M NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM).
FEDERAL ACQUISITION REGULATION
DEFENSE FEDERAL ACQUISITION REGULATION

THESE DOCUMENTS WILL BE USEFUL IN DEFINING DETAILS CRITICAL TO EFFECTIVE DELIVERY OF SERVICES.

TO RECEIVE COPIES OF APPLICABLE DOCUMENTS, PROVIDE A DESIGNATED POINT OF CONTACT (POC) EMAIL ADDRESS TO FISCN CONTRACT SPECIALIST, GREG FINKE, AT WILLIAM.G.FINKE@NAVY.MIL.

2. OBJECTIVE:

THE OBJECTIVE OF THIS EFFORT IS TO PROCURE NON-PERSONAL CONTRACTOR SUPPORT SERVICES UNDER A SINGLE CONTRACTUAL VEHICLE.

3. SCOPE:

IN SUPPORT OF THE PREPARATION, ALIGNMENT AND TRANSITION OF C2 NETWORK OPERATIONS (NETOPS) CAPABILITIES FOR NGEN, CANES AND ONE-NET, THE SCOPE OF THE CONTRACT IS TO PROCURE THE HIGHEST LEVEL OF ENTERPRISE MANAGEMENT SUPPORT, BUSINESS PROCESS EXAMINATION, ORGANIZATIONAL STUDIES, PROCESS MANAGEMENT, TOOL DEVELOPMENT, AND METRICS SUPPORT SERVICES TO THE NAVY CYBER FORCES NAVAL NETWORKING ENVIRONMENT (NNE) DIVISION. THESE SERVICES ARE INSTRUMENTAL FOR IMPLEMENTING THE NECESSARY PEOPLE, PROCESSES AND TECHNOLOGY REQUIRED TO SUCCESSFULLY TRANSITION FROM NMCI TO NGEN, WHILE INTEGRATING CANES AND ONE-NET OPERATIONAL CAPABILITIES - FORMING THE FOUNDATION FOR NNE~2016.

3.1 ORGANIZATIONAL CONFLICT OF INTEREST:

THE CONTRACTING OFFICER HAS DETERMINED THAT THERE IS A SUBSTANTIAL LIKELIHOOD THAT ORGANIZATIONAL CONFLICTS OF INTEREST (OCI) COULD ARISE DURING THE PERFORMANCE OF THIS CONTRACT. OFFERORS ARE INVITED TO EXAMINE 10 U.S.C. § 2399, FEDERAL ACQUISITION REGULATION (FAR) PART 9.5, AS WELL AS THE CONTRACT CLAUSE ENTITLED ORGANIZATIONAL CONFLICT OF INTEREST ADDRESSED IN "SECTION H – SPECIAL CONTRACT REQUIREMENTS" OF SOLICITATION.

BY THE VERY NATURE OF THE TASKS ASSIGNED UNDER THE ANTICIPATED CONTRACT, THE CONTRACTOR(S) WILL PROVIDE PROGRAM MANAGEMENT AND TECHNICAL SUPPORT SERVICES IN PREPARATION, ALIGNMENT, AND TRANSITION OF C2 NETWORK OPERATIONS (NETOPS) FOR NGEN, CANES, AND ONE-NET. THE FIELD OF CONTRACTORS THAT HOLD CREDENTIALS AND EXPERTISE REGARDING NAVY SYSTEMS, HARDWARE, AND PROCESSES ARE SOMETIMES THE SAME COMPANIES THAT DESIGN, MANUFACTURE, TEST, OR MAINTAIN THESE ITEMS. IN ADDITION, THE CONTRACTOR MAY BE CALLED UPON TO ASSIST WITH THE DESIGN OR IDENTIFICATION OF SPECIFICATIONS/PERFORMANCE CHARACTERISTICS THAT MAY BE USED IN UPCOMING PROCUREMENTS IN WHICH THE CONTRACTOR COULD HAVE AN ECONOMIC INTEREST. FINALLY, THE CONTRACTOR COULD HAVE ACCESS TO NON-PUBLIC INFORMATION (FOR EXAMPLE, REQUIREMENTS, ACQUISITION STRATEGIES, PROGRAM PLANNING, CONTRACT LANGUAGE, STATEMENTS OF WORK, AND FINANCIAL AND BUDGET INFORMATION) THAT MIGHT RESULT IN AN UNFAIR COMPETITIVE ADVANTAGE IN FUTURE PROCUREMENTS RELATED TO NGEN, CANES, AND/OR ONE-NET. ACCORDINGLY, IT IS FORESEEABLE THAT ORGANIZATIONAL CONFLICTS OF INTEREST (OCI) COULD ARISE IN SOME INSTANCES DUE TO PERFORMANCE UNDER THIS CONTRACT.

PURSUANT TO FAR 9.507-1(D), THE TERMS OF THE OCI CLAUSE AND THE APPLICATION OF 10 U.S.C. §

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2399 AND FAR 9.5 ARE NOT SUBJECT TO NEGOTIATION. NOTWITHSTANDING THIS, NOTHING HEREIN WILL PREVENT THE CONTRACTING OFFICER FROM REVIEWING AN OFFEROR'S PROPOSED OCI PLAN TO DETERMINE WHETHER SUCH COMPLIES, OR CAN BE CONFORMED TO, THE REQUIREMENTS OF LAW AND REGULATION.

4. FUNCTIONAL DESCRIPTION:

IN THE PERFORMANCE OF SUPPORT SERVICES TO ORGANIZE, MANAGE, ALIGN AND TRANSITION NGEN, CANES AND ONE-NET CAPABILITIES, CONTRACTOR EMPLOYEES SHALL BE REQUIRED TO PERFORM TASKS AND SUB-TASKS. THIS SECTION DEFINES A MAJOR LIST OF TASKS AND SUB-TASKS UNDER PARAGRAPH 3., SCOPE, ABOVE, THAT DEFINES DUTIES AND RESPONSIBILITIES.

4.1 PROGRAM SUPPORT

THE CONTRACTOR SHALL PROVIDE OVERALL PROGRAM SUPPORT TO THE CYBERFOR NNE DIVISION, SUPPORTING THE PREPARATION AND ALIGNMENT OF NETOPS PROCESSES, ARCHITECTURES, CAPABILITIES AND TRANSITION EFFORTS TO ACHIEVE THE NNE-2016 VISION. PROGRAM EXECUTION WILL REQUIRE A DEDICATED TEAM TO OVERSEE THE TACTICAL AND STRATEGIC CAPABILITY ORIENTATION AND NETWORK INTEGRATION REQUIREMENTS AS THE NAVY ASSUMES GREATER OPERATIONAL CONTROL OVER THE NETWORKS. THE NNE DIVISION'S IMMEDIATE AND LONG TERM PROGRAM SUPPORT FUNCTIONS WILL FOCUS ON ORIENTATION OF THE PEOPLE, PROCESSES, AND TECHNOLOGY REQUIREMENTS TO ENABLE NMCI TRANSITION TO NGEN INITIAL OPERATING CAPABILITY (IOC). ADDITIONAL PROGRAM SUPPORT WILL INCLUDE BUILDING THE ARCHITECTURAL CONSTRUCT TO INTEGRATE CANES AND ONE-NET CAPABILITIES BY FOSTERING COMMON STANDARDS, COMMON GOVERNANCE AND OPERATIONAL CONSTRUCT, CONSISTENT WITH NETWORK OPERATIONS (NETOPS) THROUGHOUT THE ENVIRONMENT.

THE CONTRACTOR SHALL PROVIDE OVERALL PROGRAM SUPPORT, INCLUDING FINANCIAL, TECHNICAL, AND PERSONNEL MANAGEMENT SUPPORT THAT WILL FULLY INTEGRATE, MANAGE, CONTROL, AND DOCUMENT ALL PHASES OF THE NNE DIVISION TRANSITION AND PROGRAMMATIC REQUIREMENTS, TO INCLUDE:

4.1.1 STRATEGIC COMMUNICATIONS AND PLANNING SUPPORT

THE CONTRACTOR SHALL ORIGINATE AND CONTINUALLY IMPROVE THE OVERALL STRATEGIC COMMUNICATIONS PLAN, TO ENSURE THE NECESSARY PLANNING, OUTREACH, EXECUTION, AND DISSEMINATION OF LESSONS LEARNED/AFTER ACTION REPORTS. THE CONTRACTOR SHALL ENGAGE PERTINENT STAKEHOLDERS AND CROSS-FUNCTIONAL EVENT SUPPORT SME'S AS REQUIRED, IN SUPPORT OF THE COMMUNICATIONS PLAN, TO PROVIDE AN OVERALL FRAMEWORK FOR MANAGING AND COORDINATING NECESSARY COMMUNICATIONS THAT DIRECTLY, OR INDIRECTLY INFLUENCE TRANSFORMATION OBJECTIVES AND TASKS.

STRATEGIC COMMUNICATIONS AND PLANNING DUTIES AND RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

CONDUCT AUDITS OF PREVIOUS AND CURRENT OUTREACH ACTIVITIES TO BASELINE THE CURRENTLY USED PRODUCTS / VEHICLES AND IDENTIFY UNTAPPED OPPORTUNITIES TO COMMUNICATE EFFECTIVELY.

CONDUCT STAKEHOLDER ASSESSMENTS AND STAKEHOLDER ENGAGEMENTS TO IDENTIFY KEY THEMES AND MESSAGES TAILORED SPECIFICALLY TO ADDRESS STAKEHOLDERS' UNIQUE NEEDS AND CONCERNS.

IDENTIFY AND EMPLOY COMMUNICATION TOOLS AND TACTICS TO PROPAGATE MESSAGES, AND BUILD AWARENESS.

PROVIDE ASSISTANCE TO THE NAVY CYBER FORCES PAO, NETWARCOM PAO, AND SPO PAO AS REQUIRED ON INFORMATION DISTRIBUTION, MANAGEMENT OF EXPECTATIONS, AND PROVIDING INPUT FOR BRIEFS USED TO EDUCATE THE NETOPS COMMUNITY.

PROVIDE STRATEGIC COMMUNICATION FOR INFORMATION DISTRIBUTION, MANAGE EXPECTATIONS, INFORM/CHANGE PERCEIVED NOTIONS, AND SUPPORT FORUMS AS REQUIRED TO EDUCATE THE STAKEHOLDER COMMUNITY ON NNE-2016 TRANSITIONAL EFFORTS, PLANNING AND STATUS.

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**ORIGINATE CONOPS AND STRATEGIC PLANS TO SERVE AS ROADMAPS FOR THE NAVY ACHIEVING THE GOAL OF NNE IN 2016.
MANAGE AND MAINTAIN NNE WEB-PORTAL(S).**

4.1.2 QUALITY AND PERFORMANCE MANAGEMENT

THE CONTRACTOR SHALL PROVIDE FORMAL QUALITY AND PERFORMANCE MANAGEMENT TO ENSURE STANDARDIZATION, CONSISTENCY AND ALIGNMENT OF ALL WORK PRODUCTS AND PROJECTS UNDER THE NNE DIVISIONS CONTROL. THE CONTRACTOR SHALL ENSURE CONFORMANCE OF ALL WORK PRODUCTS WITH EXISTING NNE DOCUMENTATION, DOD POLICIES AND STANDARDS, AS APPLICABLE.

QUALITY AND PERFORMANCE MANAGEMENT DUTIES AND RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

**ORIGINATE A QUALITY MANAGEMENT PLAN AND QUALITY ACTIVITY SCHEDULE
CONDUCT QUALITY REVIEWS AND STUDIES OF TRANSFORMATION ACTIVITIES
MEASURE PERFORMANCE THROUGH METRICS AND QUANTITATIVE BREAKDOWN.
PERFORM NNE DOCUMENT CHANGE CONTROL AND MAINTAIN ALL NNE DOCUMENTATION
ACCORDING TO DOCUMENTATION REVIEW SCHEDULES.**

4.1.3 ECONOMIC AND BUSINESS SUPPORT

THE CONTRACTOR SHALL PROVIDE ECONOMIC AND BUSINESS SUPPORT TO ENSURE EFFICIENT USE OF NNE DIVISION RESOURCES IN MAINTAINING PROGRAM COST, SCHEDULE AND PERFORMANCE, WHILE INFORMING STRATEGIC RESOURCE ALLOCATION DECISION MAKING.

ECONOMIC AND BUSINESS DUTIES AND RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

**PROVIDE PROGRAMMATIC PLANNING FOR ACTIONS IDENTIFIED TO IMPROVE THE NAVY'S NETWORK OPERATIONS THAT WILL ENSURE FINANCIAL VIABILITY FOR RELATED NAVY PROGRAMS THROUGH THE PPBE PROCESS.
IDENTIFY AND DOCUMENT TECHNICAL, COST, AND SCHEDULE RISK FACTORS AFFECTING THE CONDUCT OF NETWORK OPERATIONS.
APPLY DECISION METHODOLOGIES AND TOOLS TO BUILD STAKEHOLDER CONSENSUS AROUND THE HIGHEST PRIORITY NETWORK OPERATIONS REQUIREMENTS AND INITIATIVES.
PERFORM DOTMLPF REQUIREMENTS EXAMINATION. IDENTIFY, MANAGE AND TRACK REQUIREMENTS TO TRANSITION TO NNE~2016 SUCCESSFULLY. ALIGN REQUIREMENTS TO STAKEHOLDERS FOR EXECUTION AND TRACK/MONITOR PROGRESS.
PERFORM COST-BENEFIT ANALYSIS TO PROVIDE RECOMMENDATIONS AND JUSTIFY NETWORK IMPLEMENTATION PLANS, CHANGES IN THE NETWORK OPERATIONS STRUCTURE, AND/OR MITIGATION PLANS THAT ADDRESS EXPOSURE TO EVENTS THAT MAY ADVERSELY AFFECT NNE~2016.**

4.1.4 WORKFORCE AND TRAINING

THE CONTRACTOR SHALL PROVIDE PROGRAM SUPPORT FOR ASSESSING MANPOWER REQUIREMENTS NECESSARY TO SUPPORT STAND UP AND SUSTAINMENT OF A NETOPS C2 WORKFORCE. THE CONTRACTOR SHALL PARTICIPATE IN, SUPPORT AND PROVIDE INPUT TO REQUIRED MANPOWER ESTIMATES IN SUPPORT OF ACQUISITION MILESTONES. THE CONTRACTOR SHALL SUPPORT ORIGINATION OF NGEN AND NNE~2016 TRAINING REQUIREMENTS IN SUPPORT OF THE TRAINING PLANNING PROCESS METHODOLOGY (TRPPM) AND THE NAVAL TRAINING SYSTEM PLAN (NTSP). THE CONTRACTOR SHALL SUPPORT POM/PR SUBMISSIONS AND TRACKING FOR BOTH CIVILIAN AND MILITARY PERSONNEL TO FULFILL OPERATIONAL C2 WORKFORCE AND MANNING REQUIREMENTS. THE CONTRACTOR SHALL SUPPORT CTR EARLY TRANSITION ACTIVITIES (ETA) EFFORTS AS REQUIRED TO SUCCESSFULLY TRANSITION CTR ROLES, RESPONSIBILITIES AND TRAINING REQUIREMENTS FOR NGEN AND NNE~2016.

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WORKFORCE AND TRAINING DUTIES AND RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

ORIGINATE AND MANAGE PERSONNEL POSITION DESCRIPTIONS (PDS) AND BILLET LEVEL DETAIL (BLD) FOR PERSONNEL (MILITARY AND CIVILIAN) TO SUPPORT NGEN AND NNE~2016 OPERATIONAL C2 CAPABILITIES.

SUPPORT THE ORIGATION AND SUSTAINMENT OF THE OPERATIONAL C2 WORKFORCE MANPOWER SCHEDULE.

PROVIDE INPUT TO THE MANPOWER ESTIMATE REPORT (MER). ASSIST IN DEFINING AND ALIGNING WORK TASKS AND MANNING REQUIREMENTS.

ORIGINATE, COMPILE AND SUPPORT OVERALL TRAINING REQUIREMENTS TO SUPPORT THE OPERATIONAL C2 WORKFORCE.

DEFINE AND PREPARE MANPOWER DOCUMENTS OR ENTRIES INTO THE PROGRAM OBJECTIVES MEMORANDUM (POM) PROCESS, PROGRAM REVIEW (PR) OR UNIVERSAL NEEDS TRACKING SYSTEM (UNTS) INTO NTIRA. MANAGE AND CONDUCT OVERSIGHT OF REQUIREMENTS SUBMISSIONS.

4.2 CAPABILITY GENERATION, DEPLOYMENT AND SUSTAINMENT

THE CONTRACTOR SHALL PROVIDE CAPABILITY GENERATION, DEPLOYMENT AND SUSTAINMENT OF NETOPS OPERATIONAL, ORGANIZATIONAL, AND TECHNICAL CAPABILITIES REQUIRED TO OPERATE AND DEFEND THE NAVY'S PORTION OF THE GLOBAL INFORMATION GRID (GIG). THE CONTRACTOR SHALL FOCUS ON THE CORE ACTIVITIES OF ENTERPRISE MANAGEMENT, CONTENT MANAGEMENT, AND NETWORK ASSURANCE TO ENSURE NETOPS TRANSFORMATION IS PLANNED, COORDINATED, EXECUTED AND SUSTAINED IN A CONTROLLED AND EFFECTIVE MANNER. THE CONTRACTOR SHALL UTILIZE DOD ACCEPTED IT OPERATIONAL FRAMEWORKS AND THE DON NET CENTRIC ARCHITECTURE TO UNIFY EFFORTS ACROSS THE CYBERFOR/NETWARCOM DOMAIN, INCLUDING THE INFORMATION TECHNOLOGY INFRASTRUCTURE LIBRARY (ITIL) SET OF CONCEPTS AND TECHNIQUES FOR MANAGING NETOPS PRODUCTION AND SUSTAINMENT OF NGEN, ONE-NET, IT21/CANES, EXCEPTED NETWORKS AND OTHER NAVY OWNED NETWORKS. ADDITIONALLY, CAPABILITY GENERATION, DEPLOYMENT AND SUSTAINMENT EFFORTS SHALL INTEGRATE OPERATIONAL INCEPTION, MANAGEMENT AND EXECUTION OF NGEN NETOPS C2 EARLY TRANSITION ACTIVITIES (ETAS), WITH CURRENT IT21 AND TACTICAL SHORE MODERNIZATION EFFORTS, ONE-NET OPERATIONS AND CARS NETWORK REDUCTION AND SECURITY IMPROVEMENT EFFORTS, TO MEET THE NETOPS NETWORK C2 CONSTRUCT.

THE CONTRACTOR SHALL PROVIDE OVERALL CAPABILITY GENERATION, DEPLOYMENT AND SUSTAINMENT SUPPORT, TO INCLUDE:

4.2.1 INFORMATION TECHNOLOGY SERVICE MANAGEMENT

THE NAVY HAS INITIATED A SERIES OF ITSM EARLY TRANSITION ACTIVITIES (ETAS) AS PART OF A PHASED STRATEGY FOR BUILDING AND PREPARING FOR NGEN. CYBERFOR IS CHARGED WITH IMPLEMENTING A NETOPS C2 ETA AS THE NAVY TRANSITIONS FUNCTIONS FROM THE CURRENT NMCI ENVIRONMENT TO THE NGEN OPERATING MODEL. THE CONTRACTOR SHALL SUPPORT THE NETOPS C2 ETA PROCESS TEAM IN GENERATING AND IMPLEMENTING NGEN NETOPS SERVICE OPERATIONS PROCESSES USING ITIL V3 AS THE BASIS BUT LEVERAGING OTHER INDUSTRY ITSM FRAMEWORKS. THE CONTRACTOR SHALL ASSIST WITH PROVIDING INPUT TO OTHER ITSM PROCESSES TO INCLUDE: SERVICE STRATEGY, SERVICE DESIGN, SERVICE TRANSITION, AND SERVICE IMPROVEMENT PROCESS AREAS. THE CONTRACTOR SHALL SUPPORT TECHNOLOGY GENERATION BY IDENTIFYING AND EVALUATING TOOLS AND TECHNOLOGIES REQUIRED TO SUPPORT THE PROCESSES. THE CONTRACTOR SHALL SUPPORT WORK ON BOTH NGEN ITSM ETAS AND IMPLEMENTATION AND INTEGRATION OF ITSM IN NNE. THE CONTRACTOR SHALL WORK WITH DESIGNATED ITSM ACTIVITIES TO INCLUDE, BUT NOT LIMITED TO, THE NGEN ITSM CENTER OF EXCELLENCE (COE) TO ENSURE COMPLIANCE WITH THE NAVY ITSM PROCESS GENERATION METHODOLOGY AND IMPLEMENTATION GUIDELINES.

NGEN NETOPS ETA DUTIES AND RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

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MANAGE AND SUPPORT THE GENERATION, IMPLEMENTATION AND IMPROVEMENT OF THE ITSM PROCESSES FOR WHICH NETOPS IS ACCOUNTABLE.

PROVIDE INPUT INTO ITSM PROCESS GENERATION AND IMPROVEMENT FOR WHICH NETOPS IS NOT ACCOUNTABLE.

DEFINE KEY ROLES AND RESPONSIBILITIES WITHIN NETOPS FOR EACH OF THE PROCESS ACTIVITIES.

GENERATE DETAILED PROCESS MAPS AT THE ACTIVITY LEVEL, INCORPORATING REPORTING CAPABILITIES AND INTERFACES. GENERATE AN OPERATIONAL PERFORMANCE MANAGEMENT AND MONITORING PLAN. PROVIDE INPUT TO THE TRAINING REQUIREMENTS FOR THE NETOPS COMMUNITY.

PARTICIPATE IN PILOT(S) IN CONJUNCTION WITH THE TECHNOLOGY CAPABILITY AREA.

PARTICIPATE IN TRAINING EXERCISES WITHIN THE NETOPS COMMUNITY ON NEW PROCESSES, POLICIES AND PROCEDURES AND ASSIST IN DEPLOYMENT AND EVALUATION OF NEW/UPDATED PROCESSES.

CONDUCT DETAILED REQUIREMENTS COLLECTION AND EVALUATION WITH NGEN, NNE AND CYBERFOR STAKEHOLDERS TO ESTABLISH FUNCTIONAL REQUIREMENTS FOR NETOPS TOOLS ACROSS THE PROGRAM.

DETERMINE TRAINING REQUIREMENTS TO SUPPORT PROCESS AND TOOL GENERATION FOR NETOPS, TO SUPPORT THE TRANSITION FROM NMCI TO NGEN AND TO EXECUTE NETOPS.

COORDINATE WITH THE APPROPRIATE NAVY TRAINING ORGANIZATION(S) TO CONDUCT NEEDS ANALYSES AND SUPPORT GENERATION OF THE TRAINING PROGRAMS THAT WILL PROVIDE GOVERNMENT STAFF WITH THE REQUISITE SKILLS NEEDED TO PERFORM SUCCESSFUL OPERATIONAL SUPPORT FOR NGEN NETOPS.

GENERATE NNE~2016 ARCHITECTURE TO ALIGN NETWORK AND C2 REQUIREMENTS WITH THE ITIL FRAMEWORK AND JOINT CAPABILITIES INTEGRATION AND DEVELOPMENT SYSTEM (JCIDS) PROCESSES.

4.2.2 NETOPS CAPABILITY SUPPORT

THE CONTRACTOR SHALL PROVIDE NETOPS CAPABILITY SUPPORT BY PROVIDING SUBJECT MATTER EXPERT (SME) TO ENSURE NNE OPERATIONAL TRANSITION IS PLANNED, COORDINATED, ORIGINATED, EXECUTED, AND SUSTAINED IN A CONTROLLED AND EFFECTIVE MANNER. THE CONTRACTOR SHALL PROVIDE SME SUPPORT TO FUNCTIONALLY ALIGN AND EXECUTE THE NETOPS TENETS OF ENTERPRISE MANAGEMENT, CONTENT MANAGEMENT, AND NETWORK ASSURANCE THROUGH A VARIETY OF CORE ACTIVITIES. THESE ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO; STRATEGY AND CONOPS GENERATION, POAM TRACKING AND EXECUTION, AND REQUIREMENTS IDENTIFICATION.

NETOPS CAPABILITY SUPPORT DUTIES AND RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

DEFINE, GENERATE, IMPLEMENT AND/OR SUSTAIN THE FOLLOWING FUNCTIONS BASED ON CYBERFOR'S MISSIONS, FUNCTIONS AND TASKS: GOVERNANCE REQUIREMENTS; SERVICE OPERATIONS; TECHNOLOGY REQUIREMENTS; NETOPS ENTERPRISE MANAGEMENT, CONTENT MANAGEMENT, AND NETWORK ASSURANCE; TRAINING REQUIREMENTS FOR ENTERPRISE MANAGEMENT, CONTENT MANAGEMENT, AND NETWORK ASSURANCE.

SUPPORT GENERATION OF THE NNE~2016 SOLUTION ARCHITECTURE, AS ALIGNED TO THE DON EA.

4.2.3 ORGANIZATIONAL CHANGE SUPPORT

THE CONTRACTOR SHALL PROVIDE ORGANIZATIONAL CHANGE SUPPORT TO ASSIST CYBERFOR'S ROLE IN TRANSFORMING THE NAVY'S NETWORK OPERATIONS ISO NNE~2016 TRANSITION. THE CONTRACTOR SHALL SUPPORT THE GENERATION AND IMPLEMENTATION OF REQUISITE ORGANIZATIONAL CHANGES TO SUPPORT THE ROLES, RESPONSIBILITIES AND C2 ELEMENTS REQUIRED FOR OPERATIONAL TRANSFORMATION.

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ORGANIZATIONAL CHANGE SUPPORT DUTIES AND RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

CONDUCT AN ORGANIZATIONAL ASSESSMENT OF THE CURRENT STATE TO INCLUDE VISITS, SURVEYS AND DOCUMENT REVIEWS
GENERATE A PLANNING FRAMEWORK AND SCHEDULES THAT ARE ACTION-ORIENTED AND DELIVERABLE
GENERATE A STRATEGIC COMMUNICATIONS APPROACH
GENERATE A CHANGE MANAGEMENT PLAN
GENERATE A STAFF ON-BOARDING MANAGEMENT PLAN

4.2.4 NETWORK INTEGRATION

THE CONTRACTOR SHALL SUPPORT NETWORK INTEGRATION EFFORTS TO ACHIEVE OPERATIONAL TRANSFORMATION BY THE CONSOLIDATION OF NETOPS CAPABILITIES AND DOCTRINE FOR EACH OF THE NAVY NETWORKS INTO A SINGLE CAPABILITY TO ACHIEVE NNE~2016 STRATEGY OBJECTIVES.

NETWORK INTEGRATION SUPPORT DUTIES AND RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

ENSURE C2 PERSPECTIVES FOR EACH NETWORK PERTINENT TO THE NNE~2016 STRATEGY ARE INTEGRATED INTO STRATEGIES FOR NGEN IOC AND FOC.
GENERATE A GLOBAL, REGIONAL AND LOCAL C2 CONSTRUCT FOR EACH OF THE NAVY NETWORKS.
ENSURE OVERALL ALIGNMENT WITH ENTERPRISE-WIDE STRATEGY AND STANDARDS, WITH INITIAL FOCUS ON NGEN.
COORDINATE WITH APPROPRIATE STAKEHOLDERS TO ENSURE NGEN INTEGRATION EFFORTS ALIGN WITH THE NNE~2016 STRATEGY.

4.3 NETWORK INFORMATION ASSURANCE AND CONTINUITY PLANNING

THE CONTRACTOR SHALL SUPPORT NETWORK INFORMATION ASSURANCE (IA) AND CONTINUITY PLANNING BY SUPPORTING THE ESTABLISHMENT, EXERCISE AND MAINTENANCE PLANNING TO ENSURE CONTINUITY OF OPERATIONS FOR NGEN AND NNE~2016.

THE CONTRACTOR SHALL PROVIDE OVERALL NETWORK INFORMATION ASSURANCE AND CONTINUITY PLANNING, TO INCLUDE:

4.3.1 NAVY IA PLANNING

THE CONTRACTOR SHALL SUPPORT CYBERFOR'S ROLE IN OPERATIONAL IA PLANNING TO CONTRIBUTE TO THE PRODUCTION AND INTEGRATION OF IA COMPLIANT TECHNOLOGIES AND FUNCTIONALITY IN NETWORK-CENTRIC ENVIRONMENT.

NAVY IA PLANNING SUPPORT DUTIES AND RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

GENERATE AN ASSESSMENT FRAMEWORK AND METHODS FOR CONTINUED IMPROVEMENTS OF IA DOCUMENTATION, POLICY, AND PROCEDURES; INCLUDING GENERATING AN INFORMATION MANAGEMENT (IM) AND DIO PLAN DEFINING PROCESS, OVERSIGHT PROCEDURES (INCLUDING METRICS) AND IA REQUIREMENTS FOR DEFENDING NGEN AND NNE~2016 ARCHITECTURES.
GENERATE IA PROTECTION CRITERIA AND DEPLOYMENT PLANNING
INTERPRET IA POLICY REQUIREMENTS; INVESTIGATE IA CAPABILITIES FOR TECHNOLOGY INSERTION; AND EVALUATE INSIDER THREAT AND MITIGATION PROCESSES.
ANALYZE EXISTING AND EMERGING CERTIFICATION AND ACCREDITATION PRACTICES INCLUDING NATIONAL LEVEL C&A TRANSFORMATION INITIATIVES AND RECOMMEND A METHODOLOGY TO OPTIMIZE IA MANAGEMENT AND STANDARDIZE IA BASELINE CERTIFICATIONS ACROSS THE NNE.

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4.3.2 NNE~2016 BUSINESS CONTINUITY PLANNING

THE CONTRACTOR SHALL SUPPORT THE REFINEMENT OF BUSINESS CONTINUITY PLANNING, AND NETWORK CONTINGENCY AND DISASTER RECOVERY THROUGH ESTABLISHMENT OF A NNE~2016 CONTINUITY OF OPERATIONS PLAN (COOP). THE CONTRACTOR SHALL ENSURE THE COOP MEETS REGULATORY AND STATUTORY REQUIREMENTS INCLUDING FEDERAL INFORMATION SECURITY MANAGEMENT ACT (FISMA), NAVY CONTINUITY OF OPERATIONS PROGRAM POLICY AND DOD IA CERTIFICATION AND ACCREDITATION PROGRAM (DIACAP) CONTINGENCY PLANNING DOCUMENTATION REQUIREMENTS AS STATED IN ENCLOSURE 3 OF DODI 8510.01. THE CONTRACTOR SHALL EXAMINE CAPABILITY GAPS AND PROVIDE RECOMMENDATIONS THAT ENSURE IA SUFFICIENCY OF NAVY COOP AND ATTAIN CONFORMANCE WITH FISMA SECTION 3544 (B)(8).

NNE~2016 BUSINESS CONTINUITY PLANNING SUPPORT DUTIES AND RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

CONDUCT IA STUDIES TO PROPOSE RECOMMENDATIONS FOR LEGACY ENCLAVE COOP AND FOR TRANSITIONING NMCI COOP TO NGEN COOP WITH EVENTUAL CONSOLIDATION INTO AN OVERARCHING NNE~2016 COOP.

EXAMINE COOP TEST AND EXERCISE RESULTS TO ENSURE COMPLIANCE WITH FISMA SECTION 3544(B)(8) AND DIACAP. THIS INCLUDES EXAMINING MISSION ESSENTIAL FUNCTIONS AS RELATED TO PRESCRIBED MISSIONS, FUNCTIONS AND TASKS AND GENERATION OF AN NNE~2016 COOP WHICH COMPLIES WITH FISMA SECTION 3544(B)(8), DIACAP AND DODI 8500.2 IA CONTROLS FOR CONTINUITY.

EVALUATE PLANNING TEAMS(S) AND RESPONSIBILITIES FOR THE EMERGENCY MANAGEMENT/INCIDENT RESPONSE/CRISIS MANAGEMENT TEAM, BUSINESS CONTINUITY PLANNING (BCP) TEAMS, RECOVER/RESPONSE, AND RESTORATION TEAMS.

IDENTIFY NNE~2016 VULNERABILITIES AND PROPOSE IA CONTROLS AND MITIGATION PLANS TO PREVENT OR MINIMIZE THE EFFECTS OF POTENTIAL LOSS.

GENERATE TEST AND EXERCISE PLANS AS WELL AS A POAM FOR THE NNE~2016 BCP/COOP AND ANALYZE RESULTS.

4.3.3 NAVY INFORMATION ASSURANCE COMPLIANCE ASSESSMENTS

THE CONTRACTOR SHALL MONITOR AND ASSESS THE READINESS AND IA COMPLIANCE FACTORS MANDATED THROUGH CJCSI 6211.02C AND CJCSM 6510 AND AS INSPECTED THROUGH THE DISA COMMAND CYBER READINESS INSPECTION (CCRI) PROGRAM.

NAVY IA COMPLIANCE ASSESSMENT PLANNING SUPPORT DUTIES AND RESPONSIBILITIES INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:

COORDINATE PRE-INSPECTION PLANNING FOR ANNUALLY SCHEDULED DISA CCRI INSPECTION IN THE CONTINENTAL US (CONUS), OUTSIDE THE CONTINENTAL US (OCONUS) AND SHIPBOARD. CONDUCT SITE INSPECTIONS IN ACCORDANCE WITH CCRI STANDARDS FOR THOSE NAVY SITES NOT SCHEDULED FOR ANNUAL DISA INSPECTIONS.

PROVIDE ON-SITE SUPPORT FOR COMMANDS UNDERGOING ANNUAL CCRI EVOLUTIONS PROVIDE SURGE SUPPORT FOR COMMANDS WITH CRITICAL FINDINGS, REQUIRING ASSISTANCE TO MITIGATE FINDINGS AND SECURE THEIR PORTION OF THE GIG.

PROVIDE DATA INVESTIGATION AND REPORTING FOR VULNERABILITY FINDINGS GENERATED THROUGH RED TEAM AND BLUE TEAM EFFORTS

COORDINATE NAVY RESPONSES TO JOINT TASK FORCE – GLOBAL NETWORK OPERATIONS (JTF-GNO) GIG ALERTS RESULTING FROM DISA CCRI CRITICAL FINDINGS.

PROVIDE NETWORK SECURITY POSTURE IMPROVEMENT AND VALIDATION ACTIVITIES TO INCLUDE, BUT NOT LIMITED TO INDEPENDENT VERIFICATION AND VALIDATION (IV&V) AND SECURITY TESTING AND EVALUATION (ST&E).

5. DELIVERABLES:

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1. THE CONTRACTOR SHALL PROVIDE A MONTHLY STATUS REPORT AND FINANCIAL SUMMARY REPORT NLT THE 10TH OF EACH MONTH.

2. THE CONTRACTOR SHALL PROVIDE TRIP REPORTS NLT 15 DAYS AFTER RETURN.

6. ADDITIONAL AREAS OF RESPONSIBILITY:

N/A

7. TECHNICAL AND MANAGEMENT CONSIDERATIONS:

THE CONTRACTOR SHALL ENSURE COMPLIANCE WITH ALL DOD AND DON SECURITY POLICIES REGARDING THE SECURITY OF CLASSIFIED INFORMATION.

CONTRACTOR WORKFORCE SHALL ENSURE COMPLIANCE WITH ALL NAVY REGULATIONS REGARDING THE SECURITY OF CLASSIFIED INFORMATION AND THE CREATION OF INFORMATION SYSTEMS.

8. SECURITY REQUIREMENTS:

U.S. CITIZENSHIP AND A SECRET SECURITY CLEARANCE ARE THE MINIMUM REQUIREMENTS. THE CONTRACTOR SHALL ENSURE THE ABILITY TO OBTAIN PERSONNEL ABOVE SECRET SECURITY CLEARANCE TO MEET THE TERMS OF THIS CONTRACT. AS APPLICABLE, NETWARCOM SHALL PREPARE AND SUBMIT APPROPRIATE DD FORM 254 TO MEET SECURITY REQUIREMENTS. HOWEVER, THE CONTRACTOR SHALL PRE-CLEAR NEW EMPLOYEES WITHIN 10 DAYS OF STARTING ON THE CONTRACT AND MUST OBTAIN APPROVAL FROM THE REGIONAL SECURITY OFFICERS. CONTRACTOR PERSONNEL SHALL COMPLY WITH DON AND LOCAL SECURITY REQUIREMENTS.

9. EQUIPMENT PROVIDED BY THE GOVERNMENT:

THE GOVERNMENT SHALL FURNISH WORKSPACE, FURNISHINGS, FAX AND TELEPHONE SERVICES, DOCUMENT REPRODUCTION CAPABILITY, AND ALL COMPUTER RESOURCES INCLUDING ACCESS TO TERMINALS, PRINTERS, SOFTWARE, DATA, COMMUNICATION NETWORKS, ETC. THE GOVERNMENT SHALL PROVIDE INITIAL GUIDANCE AND ALSO MAKE AVAILABLE RELEVANT STANDARDS, FUNCTIONAL STATEMENTS, TECHNICAL MANUALS AND DOCUMENTATION, COMPUTER SYSTEMS GUIDES, REGULATIONS, INSTRUCTIONS, AND OPERATIONAL PROCEDURES.

9.1 GOVERNMENT VEHICLES:

GOVERNMENT VEHICLES MAY BE USED IN THE PERFORMANCE OF THE CONTRACT DUTIES; HOWEVER, CONTRACTORS WILL NOT OPERATE GOVERNMENT VEHICLES; AND, THE CONTRACTOR SHALL REQUIRE A GOVERNMENT AUTHORIZED OPERATOR IF A GOVERNMENT VEHICLE IS TO BE UTILIZED. THIS MAY INCLUDE, BUT NOT BE LIMITED TO, TRANSPORTATION BETWEEN THE PLACES OF PERFORMANCE, OTHER GOVERNMENT OFFICES AND AIRPORTS. THE USE OF ANY GOVERNMENT VEHICLES FOR PERSONAL USE IS STRICTLY PROHIBITED.

9.2 OTHER DIRECT COSTS

THE GOVERNMENT MAY REQUIRE THE CONTRACTOR TO PURCHASE HARDWARE, SOFTWARE, FIRMWARE, RELATED SUPPLIES AND OTHER DIRECT COSTS (ODCS) THAT ARE INTEGRAL AND NECESSARY FOR THE IT BEING ACQUIRED UNDER THE ORDER.

9.3 TRAVEL

CONTRACTOR TRAVEL MAY BE REQUIRED FOR THE PURPOSES OF PERFORMING THIS REQUIREMENT. ALL TRAVEL WILL BE IN COMPLIANCE WITH THE JOINT TRAVEL REGULATIONS (JTR). ALL TRAVEL WILL BE GOVERNMENT DIRECTED AND MUST BE PRE-APPROVED BY THE GOVERNMENT CLIENT REPRESENTATIVE IN WRITING.

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10. CONTRACTOR FURNISHED ITEMS AND SERVICES:

FACILITIES, SUPPLIES AND SERVICES:

THE CONTRACTOR SHALL PROVIDE TECHNICAL SUPPORT TO MEET THE REQUIREMENTS OF THE CONTRACT.

10.2 PERSONNEL QUALIFICATIONS:

THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING PERSONNEL WITH EXPERTISE IN THE AREAS AS DESCRIBED IN THE CONTRACT. CANDIDATES ARE EXPECTED TO BE HIGH-LEVEL SELF-STARTERS WITH DEMONSTRATED TECHNICAL EXPERIENCE IN THE APPROPRIATE FUNCTIONS. IT IS EXPECTED THAT MUCH OF THE WORK SHALL REQUIRE INDEPENDENT PERFORMANCE. PERSONNEL ASSIGNED TO THIS TASK MUST KEEP CURRENT ON THE RESPECTIVE TECHNOLOGIES AND PROGRAMMATIC ADVANCEMENTS ASSOCIATED WITH THE CONTRACT.

THE MAJORITY OF THE CONTRACTOR EMPLOYEES, UNDER THE PROVISIONS OF THE CONTRACT, SHALL PERFORM FUNCTIONS IN DIRECT SUPPORT OF THE NNE DIVISION, UNDER THE CYBERFOR N8 DIRECTORATE. THE SKILL SETS OF THE CONTRACTOR PERSONNEL SHALL ENABLE FULFILLMENT OF RESPONSIBILITIES AS IDENTIFIED IN SECTION 2.

11. PLACE OF PERFORMANCE:

CONTRACTOR SUPPORT SHALL BE PERFORMED AT NAVY CYBER FORCES, 2465 GUADALCANAL ROAD, JEB LITTLE CREEK, BLDG 1265, VIRGINIA BEACH, VA 23459-3243.

12. GOVERNMENT CONSTRAINTS:

INITIAL BASE PERIOD OF PERFORMANCE SHALL BE FROM 01 DECEMBER 2010 TO 30 NOVEMBER 2011. FOUR (4) ONE-YEAR OPTIONS SHALL BE AVAILABLE FOLLOWING THE COMPLETION OF THE BASE PERIOD.

13. INTELLECTUAL PROPERTY:

THIS CONTRACT IS FUNDED BY THE UNITED STATES GOVERNMENT. ALL INTELLECTUAL PROPERTY GENERATED AND/OR DELIVERED PURSUANT TO THIS EFFORT SHALL BE SUBJECT TO APPROPRIATE FEDERAL ACQUISITION REGULATIONS WHICH ENTITLE THE GOVERNMENT TO UNLIMITED LICENSE RIGHTS IN TECHNICAL DATA AND COMPUTER SOFTWARE DEVELOPED EXCLUSIVELY WITH GOVERNMENT FUNDS, A NONEXCLUSIVE "PAID-UP" LICENSE TO PRACTICE PATENTABLE INVENTION OR DISCOVERY MADE DURING THE PERFORMANCE OF THIS TASK ORDER, AND A "PAID-UP" NONEXCLUSIVE AND IRREVOCABLE WORLDWIDE LICENSE TO REPRODUCE ALL WORKS (INCLUDING TECHNICAL AND SCIENTIFIC ARTICLES) PRODUCED DURING THIS TASK ORDER.

14. INFORMATION SYSTEMS SECURITY:

INFORMATION SYSTEMS USED BY CONTRACTOR PERSONNEL SHALL BE OPERATED IN ACCORDANCE WITH DOD 5220.22-M NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM).

15. DELETED

16. CONTRACTING OFFICERS REPRESENTATIVE:

THE COR FOR THIS CONTRACT IS: MR. JEFF CALLAHAN, 757-417-6771 X3, JEFFREY.CALLAHAN@NAVY.MIL.

17. HOST COMMAND SECURITY REGULATIONS:

THE CONTRACTOR SHALL COMPLY WITH HOST COMMAND SECURITY REGULATIONS WHILE ON THE PREMISES AND FOR OBTAINING PERSONNEL IDENTIFICATION/VEHICLE PASSES. CERTIFICATIONS OF NEED-FOR-ACCESS TO THE BASE MAY BE COORDINATED WITH THE SITE POC.

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18. SAFETY:

THE CONTRACTOR SHALL COMPLY WITH ALL FEDERAL OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA), LOCAL, AND BASE SAFETY REQUIREMENTS, WHICHEVER IS THE MOST STRINGENT. THE CONTRACTOR SHALL ALSO COMPLY WITH ALL LOCAL AND BASE REGULATIONS PERTAINING TO THE ENVIRONMENT, INCLUDING BUT NOT LIMITED TO, WATER, AIR, SOLID WASTE, AND NOISE POLLUTION.

19. UNLIMITED RIGHTS AGREEMENT:

THE GOVERNMENT SHALL RECEIVE AN UNLIMITED RIGHTS LICENSE (SEE DFARS 252.227-7013/7014) IN ALL DELIVERABLES, DELIVERABLE TECHNICAL DATA, COMPUTER SOFTWARE AND COMPUTER SOFTWARE DOCUMENTATION. THE UNLIMITED RIGHTS LICENSE SHALL BE IRREVOCABLE, FULLY PAID UP, PERPETUAL AND WORLD-WIDE. FURTHERMORE, THE CONTRACTOR MAY NOT USE ANY MULTIMEDIA SOFTWARE PACKAGES IN PERFORMANCE UNDER THIS DELIVERY ORDER IF SUCH SOFTWARE REQUIRES THAT THE GOVERNMENT PAY A ROYALTY AFTER DELIVERY INCLUDING ANY RUNNING OR RECURRING ROYALTY, SPECIAL LICENSE FEE, RUN-TIME FEE, USE TAX, OR ANY SIMILAR ADDITIONAL PAYMENT TO ANY ORGANIZATION INCLUDING BUT NOT LIMITED TO THE CONTRACTOR, ANY THIRD-PARTY PROVIDER, INCLUDING A PROVIDER OF COMMERCIAL COMPUTER SOFTWARE. ANY THIRD-PARTY LICENSE THAT IS PROCURED MUST BE IRREVOCABLE, FULLY PAID-UP, PERPETUAL, AND WORLD-WIDE AND MUST BE AUTHORIZED BY THE CONTRACTING OFFICER.

THE GOVERNMENT SHALL RECEIVE AN UNLIMITED RIGHTS LICENSE (SEE DFARS 252.227-7013/7014) IN ALL METADATA-TAGGED ASSETS WHICH ARE NECESSARY FOR LIFECYCLE MANAGEMENT OF ANY OTHER DATA USED OR DELIVERED IN ANY DELIVERABLE UNDER THIS CONTRACT. THE UNLIMITED RIGHTS LICENSE SHALL BE IRREVOCABLE, FULLY PAID UP, PERPETUAL AND WORLD-WIDE.

20. LICENSING/OWNERSHIP RIGHTS:

ALL DELIVERABLES, TECHNICAL DATA AND COMPUTER SOFTWARE, INCLUDING BUT NOT LIMITED TO SOURCE FILES, ANIMATIONS, DESIGN DOCUMENTATION, OTHER SUPPORT DOCUMENTATION, DEVELOPED BY THE CONTRACTOR ARE CONTEMPLATED TO BE DEVELOPED WITH GOVERNMENT FUNDING AND NOT PRIVATE FUNDING. THEREFORE, THE GOVERNMENT SHALL OBTAIN AN UNLIMITED RIGHTS LICENSE TO ALL SUCH DELIVERABLES, TECHNICAL DATA AND COMPUTER SOFTWARE. IF THE CONTRACTOR IS INVOLVED IN ANY FUTURE EFFORTS WITH THE GOVERNMENT, PURSUANT TO THE GOVERNMENT'S UNLIMITED RIGHTS AS PROVIDED FOR UNDER THIS CONTRACT, THE CONTRACTOR WARRANTS THAT THE GOVERNMENT SHALL NOT BE CHARGED AGAIN FOR THE DELIVERABLES, TECHNICAL DATA AND/OR COMPUTER SOFTWARE DEVELOPED UNDER THIS CONTRACT WHEN PROVIDED TO, OR EXPECTED TO BE USED BY, OR FOR THE USE BY ANY GOVERNMENT AGENCY, ORGANIZATION, OR COMMAND INCLUDING, BUT NOT LIMITED TO ANY MODIFICATIONS, INCLUDING DERIVATIVE WORKS, AND ANY INTEGRATED PRODUCTS CREATED THROUGH A NON-SEVERABLE INTERFACE TO THE TECHNICAL DATA OR COMPUTER SOFTWARE.

21. LABOR CATEGORY DESCRIPTIONS: MINIMUM EXPERIENCE/FUNCTIONAL REQUIREMENTS/**DENOTES KEY PERSONNEL

1. **** PROGRAM MANAGER:** MINIMUM/GENERAL EXPERIENCE: MINIMUM TEN (10) YEARS IN SUPPORT OF IT PROGRAM OPERATIONS. OF THE 10 YEARS, MINIMUM OF TWO (2) YEARS OF PROGRAM MANAGEMENT EXPERIENCE DIRECTLY RELATED TO THE NEXT GENERATION ENTERPRISE NETWORK (NGEN) OPERATIONAL TRANSITION ACTIVITIES. EXPERIENCE/PAST SUPPORT IN THE AREAS OF NETWORK OPERATIONS (NETOPS) COMMAND AND CONTROL (C2) REQUIREMENTS DEVELOPMENT, TECHNOLOGY ASSESSMENTS, PROCESS DEVELOPMENT AND IMPROVEMENT, POLICY AND REQUIREMENTS ANALYSIS, AND IT SERVICES PROCUREMENT FOR LARGE SCALE GOVERNMENT ACQUISITION PROGRAMS, BUDGET PLANNING AND EXECUTION ARE REQUIRED. EDUCATION: MASTER'S DEGREE IN IT MANAGEMENT RELATED DISCIPLINE, PMP, ITILV3 FOUNDATIONS CERTIFICATION REQUIRED.
2. **** PROJECT MANAGER:** MINIMUM /GENERAL EXPERIENCE: MINIMUM OF FIVE (5) YEARS PROGRESSIVE EXPERIENCE MANAGING PROJECTS, TO INCLUDE SYSTEM AND PROGRAM

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SUPPORT. OF THE 5 YEARS, MINIMUM OF TWO (2) YEARS OF PROJECT MANAGEMENT EXPERIENCE DIRECTLY RELATED TO NAVY NGEN OPERATIONAL TRANSITION ACTIVITIES SUPPORT IS REQUIRED IN THE AREAS OF NETWORK OPERATIONS (NETOPS) C2 REQUIREMENTS, TECHNOLOGY ASSESSMENTS, SYSTEMS DESIGN, SYSTEMS ANALYSIS, PROGRAMMATIC SUPPORT, QUALITY ASSURANCE, ACQUISITION PLANNING, AND BUDGET PLANNING. EDUCATION: BACHELORS DEGREE IN ENGINEERING, MATHEMATICS, COMPUTER SCIENCE, OR BUSINESS. PMP AND ITILV3 FOUNDATIONS CERTIFICATION REQUIRED. OTHER ITIL V3 INTERMEDIATE CERTIFICATIONS DESIRED. FUNCTIONAL RESPONSIBILITY: SERVES AS THE ON-SITE TEAM LEAD/CO-LEAD TO OVERSEE, COORDINATE AND MANAGE OVERALL NNE~2016 DEVELOPMENTAL AND TRANSITIONAL ACTIVITIES, WHILE SERVING AS THE PRIMARY CONTRACTING TEAM POC TO THE NNE DIRECTOR. PROVIDES ENTERPRISE MANAGEMENT, STRATEGIC PLANNING, TRANSFORMATION PROCESS AND POLICY DEVELOPMENT, CHANGE MANAGEMENT FUNCTIONS, AND RECOMMENDATIONS FOR NEW INITIATIVES IN SUPPORT OF NNE~2016 TRANSITION. OPERATES WITHIN CLIENT GUIDANCE, CONTRACTUAL LIMITATIONS, AND COMPANY BUSINESS AND POLICY DIRECTIVES.

3. ** IM/IT SUBJECT MATTER EXPERT (SME): MINIMUM/GENERAL EXPERIENCE: MINIMUM OF EIGHT (8) YEARS TECHNICAL AND PROGRAMMATIC EXPERIENCE IN SUPPORT OF MAJOR IM/IT PROGRAMS AND INITIATIVES, TO INCLUDE GOVERNANCE, POLICY AND PROCESS DEVELOPMENT AND IMPLEMENTATION. EDUCATION: BACHELORS DEGREE IN ENGINEERING, MATHEMATICS, COMPUTER SCIENCE, OR BUSINESS. PMP, ITILV3 FOUNDATIONS AND ITIL V3 SERVICE OPERATIONS OR ITIL OPERATIONAL SUPPORT AND ANALYSIS CERTIFICATION REQUIRED. OTHER ITIL INTERMEDIATE CERTIFICATION DESIRED.

4. ** NETWORK OPERATIONS (NETOPS) SUBJECT MATTER EXPERT (SME): MINIMUM/GENERAL EXPERIENCE: MINIMUM OF TEN (10) YEARS HANDS ON EXPERIENCE IN NAVY NETWORK OPERATIONS (NETOPS) COMMAND AND CONTROL (C2) AND COMMUNICATIONS TO INCLUDE GOVERNANCE AND POLICY AND PROCESS DEVELOPMENT AND IMPLEMENTATION. MUST DEMONSTRATE AT LEAST FIVE (5) YEARS EXPERIENCE MANAGING/LEADING NAVY NETWORK C2 OPERATIONS AT A NAVY NETWORK OPERATIONS CENTER (NOC), NCTAMS OR NETWARCOM. EXPERIENCE WITH DEVELOPING POLICY AND IMPLEMENTATION PLANS FOR CROSS-NETWORK COMMUNICATIONS, INCLUDING NAVY AND JOINT NETWORKS IS REQUIRED. EDUCATION: BACHELOR OR ASSOCIATES DEGREE REQUIRED. ITIL V3 FOUNDATIONS AND ITILV3 SERVICE OPERATIONS OR ITIL OPERATIONAL SUPPORT AND ANALYSIS CERTIFICATION REQUIRED. OTHER ITIL INTERMEDIATE CERTIFICATIONS AND INFORMATION ASSURANCE MANAGER CERTIFICATION DESIRED.

5. ** INFOSEC ANALYST II: MINIMUM/GENERAL EXPERIENCE: MINIMUM/GENERAL EXPERIENCE: MINIMUM TEN (10) YEARS EXPERIENCE IN INFORMATION SYSTEMS OPERATIONS, INFORMATION ASSURANCE OR BUSINESS IN INFORMATION SYSTEMS MANAGEMENT INCLUDING FIVE YEARS DEMONSTRATED SUPPORT IN THE AREAS OF SYSTEMS, NETWORKS AND APPLICATIONS ANALYSIS DIRECTLY RELATED TO NAVY IA / INFOSEC AND C&A. AT LEAST 2 YEARS OF EXPERIENCE IN DEFINING SECURITY PROGRAMS OR PROCESSES FOR THE PROTECTION OF SENSITIVE OR CLASSIFIED INFORMATION. DEMONSTRATED EXPERIENCE AND KNOWLEDGE IN THREE OR MORE OF THE FOLLOWING AREAS: IA REQUIREMENTS ANALYSIS, DESIGN DEVELOPMENT AND IMPLEMENTATION; IA CONCEPTS AND REQUIREMENTS DEVELOPMENT AND ANALYSIS.; IA PLANNING AND MANAGEMENT; IA REQUIREMENTS AND IA CONTROLS ANALYSIS; IA POLICY OR CONOPS DEVELOPMENT; CONTINGENCY PLANNING; REQUIREMENTS FOR CLASSIFIED DATA NETWORK OPERATIONS; REQUIREMENTS FOR NATO / ALLIED INFORMATION PROCESSING; & NETWORK ARCHITECTURE AND DESIGN. EDUCATION: BACHELORS DEGREE IN ENGINEERING, MATHEMATICS, COMPUTER SCIENCE, OR BUSINESS. MASTERS DEGREE IN RELATED FIELD A PLUS. CISSP, CISM OR GSLC REQUIRED. ISSMP OR ISSEP DESIRED. DODI 8570 IAM-III REQUIRED. ITILV3 FOUNDATIONS CERTIFICATION REQUIRED. OTHER ITIL INTERMEDIATE CERTIFICATIONS DESIRED.

6. INFOSEC ANALYST I: MINIMUM/GENERAL EXPERIENCE: RELATED IA OR INFOSEC TECHNICAL EXPERIENCE. PROVIDES TECHNICAL ANALYSIS FOR IA SUPPORT AND

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INTEGRATION EFFORTS. EXPERIENCE OR KNOWLEDGE IN TWO OR MORE OF THE FOLLOWING AREAS: IA/INFOSEC CONCEPTS AND REQUIREMENTS; DOD C&A PROCESS AND STANDARDS; SYSTEM/NETWORK VULNERABILITY ANALYSIS; RISK ASSESSMENT AND RISK MITIGATION ANALYSIS; SECURITY TEST AND EVALUATION (ST&E); CONTINGENCY PLANNING; WORKING IN A DOD ENVIRONMENT, PREFERABLY NAVY. EDUCATION: DODI 8570 IAM-I OR IAT-II CERTIFICATION REQUIRED. IAM-III DESIRED. COURSEWORK R DEGREE IN ENGINEERING, COMPUTER SCIENCE, MANAGEMENT INFORMATION SYSTEMS OR RELATED TECHNICAL DISCIPLINE IS HIGHLY DESIRED.

7. IT PROCESS ANALYST: MINIMUM/GENERAL EXPERIENCE: FIVE (5) YEARS OF NETWORK OPERATIONS TECHNICAL EXPERTISE IN POSITIONS OR INCREASING RESPONSIBILITY INCLUDING CUSTOMER SUPPORT AND MANAGEMENT ROLES. SHALL HAVE DEMONSTRATED EXPERIENCE WITH NETWORK OPERATIONS AND PROJECT/PROGRAM MANAGEMENT. LEADS WORKSHOPS DEVELOPING NEW SYSTEMS OPERATIONAL PROCESS, DEVELOPS SYSTEM REQUIREMENTS AND DOCUMENTS COMPLEX SYSTEMS AND PROCESS INTERACTIONS LEVERAGING INDUSTRY AND GOVERNMENT BEST PRACTICES AS WELL AS USER EXPERIENCE. EDUCATION: BACHELOR OF SCIENCE DEGREE IN INFORMATION SYSTEMS OR RELATED DISCIPLINE OR FIVE (5) YEARS OF DIRECTLY RELATED EXPERIENCE. ADVANCED IT SERVICE MANAGEMENT (ITSM) CERTIFICATION SUCH AS ITIL INTERMEDIATE (SERVICE OPERATIONS, SERVICE DESIGN, CONTINUAL SERVICE IMPROVEMENT, OR RELATED) OR ISO 20000. DOD IAM I, IAT II, OR HIGHER MAY BE REQUIRED.

8. BUSINESS PROCESS EXPERT: MINIMUM/GENERAL EXPERIENCE: MINIMUM THREE (3) YEARS EXPERIENCE IN CONTINUOUS PROCESS IMPROVEMENT METHODOLOGIES, INCLUDING LEAN SIX SIGMA, ITIL, BUSINESS PROCESS RE-ENGINEERING, AND/OR QUALITY MANAGEMENT INITIATIVES. RESPONSIBLE FOR IDENTIFYING, RECOMMENDING AND IMPLEMENTING PROCESS CHANGE BY INTEGRATING NEW PROCESSES WITH EXISTING ONES AND COMMUNICATING THESE CHANGES TO IMPACTED BUSINESS SYSTEMS TEAMS, USING PREVIOUSLY DEVELOPED PROCESS IMPROVEMENT RECOMMENDATION, AND FACILITATING QUALITY IMPROVEMENT EFFORTS. EDUCATION: LEAN SIX SIGMA GREEN BELT, ISO, AND/OR BPR/BPM CERTIFICATIONS HIGHLY DESIRED. ITILV3 FOUNDATIONS REQUIRED. BACHELOR OF SCIENCE DEGREE IN RELEVANT FIELD HIGHLY DESIRED.

9. SR. FUNCTIONAL ANALYST : MINIMUM/GENERAL EXPERIENCE: FIVE (5) YEARS OF RELATED EXPERIENCE REQUIRED. ACTS AS THE LEAD TO DEVELOP, DESIGN, DOCUMENT, MAINTAIN, EVALUATE, SUPPORT AND PROVIDE PROBLEM RESOLUTION FOR COMPUTER AND IT SYSTEMS APPLICATIONS; PERFORMS A VARIETY OF TECHNICAL AND ANALYTICAL SERVICES ACROSS THE SYSTEMS DEVELOPMENT LIFECYCLE. FIVE YEARS EXPERIENCE WITH THE MAINTENANCE OR DEVELOPMENT OF SOFTWARE/DATABASE PROGRAMS/APPLICATIONS OR DEMONSTRATED ABILITY IN INSTALLATION, SET-UP AND OPERATION OF COMPUTER SYSTEMS APPLICABLE TO NETWORKS. SUPPORTS ASSESSMENTS OF ORGANIZATION'S CHALLENGES USING SPECIALIZED SKILLS AND KNOWLEDGE. CONTRIBUTES TO THE EXECUTION OF PROJECT OR TASK PLAN AND HELPS ASSESS THE IMPACT OF INDUSTRY TRENDS, POLICY OR STANDARD METHODOLOGIES. CONDUCTS ACTIVITIES IN SUPPORT OF THE PROJECT TEAM'S OBJECTIVES. EDUCATION: BACHELOR'S DEGREE IN RELATED FIELD OR EQUIVALENT YEARS OF EXPERIENCE. DOD 8750 IAT II CERTIFICATION INCLUDING APPROPRIATE COMPUTING ENVIRONMENT CERTIFICATION (I.E. .NET, ORACLE, WINDOWS, ETC)

10. FUNCTIONAL ANALYST: MINIMUM/GENERAL EXPERIENCE: 4 YEARS OF RELATED EXPERIENCE REQUIRED IN DESIGNATED FIELD/DISCIPLINE. ANALYZES CUSTOMER/MISSION NEEDS TO DEVELOP PERFORMANCE METRICS. PARTICIPATES IN STRATEGIC, TACTICAL, AND OPERATIONAL LEVEL PLANNING AND MANAGEMENT STUDIES. PARTICIPATES IN STUDIES AND ASSESSMENTS. ANALYZES METRICS AND PROVIDES REPORTS AND RECOMMENDATIONS TO SUBJECT MATTER EXPERTS. SUPPORTS ASSESSMENTS OF ORGANIZATION'S CHALLENGES USING SPECIALIZED SKILLS AND KNOWLEDGE. CONTRIBUTES TO THE EXECUTION OF PROJECT OR TASK PLAN AND HELPS ASSESS THE IMPACT OF INDUSTRY

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TRENDS, POLICY OR STANDARD METHODOLOGIES. CONDUCTS ACTIVITIES IN SUPPORT OF THE PROJECT TEAM'S OBJECTIVES. EDUCATION: ASSOCIATES OR BACHELORS DEGREE IN RELATED FIELD OR EQUIVALENT YEARS OF EXPERIENCE.

11. FINANCIAL ANALYST: MINIMUM/GENERAL EXPERIENCE: 4 - 6 YEARS FINANCIAL ANALYSIS OR MANAGEMENT EXPERIENCE. A MINIMUM OF 3 YEARS EXPERIENCE IN FINANCIAL ANALYSIS OR MANAGEMENT WITH DEMONSTRATED ABILITY IN COST ANALYSIS AND ANALYZING, DESIGNING AND DEVELOPING AUTOMATED APPLICATIONS FOR UNIQUE BUSINESS PRACTICES. DUTIES: PROVIDES FULL RANGE OF FINANCIAL FUNCTIONS FOR MAJOR SYSTEM DEVELOPMENT, INCLUDING SHOULD-COST AND PROJECTED COST ANALYSIS AND TRADE STUDIES RELATED TO COST TRADE-OFF OPTIONS. DEFINES ESTABLISHED FINANCIAL BUSINESS PRACTICES FOR INTEGRATION INTO THE CLIENT'S FINANCIAL BUSINESS SYSTEMS. IDENTIFIES POTENTIAL PROBLEMS AND RECOMMENDED SOLUTIONS THROUGH ANALYSIS OF DATA. EDUCATION: RECOGNIZED FINANCIAL/COST EXPERTISE THROUGH ATTAINMENT OF : CERTIFIED DEFENSE FINANCIAL MANAGER (CDFM) AN/OR CERTIFIED COST ESTIMATOR ANALYST (CCE/A) CERTIFICATIONS.

12. ADMIN ASSISTANCE/ADMINISTRATIVE SPECIALIST: MINIMUM/GENERAL EXPERIENCE: ASSOCIATE DEGREE OR HIGH SCHOOL DIPLOMA AND 2 YEARS RELEVANT WORK EXPERIENCE. TYPICALLY HAS 1 YEAR OF EXPERIENCE IN THE ADMINISTRATIVE FUNCTIONAL SPECIALTY. PERFORMS TASKS SUCH AS TYPING, ADMINISTRATION, WORD PROCESSING, RECEPTION. REQUIRES TECHNICAL COMPUTER SKILLS AND HAS THE ABILITY TO USE WORD PROCESSING, SPREADSHEETS AND PRESENTATION DEVELOPMENT SOFTWARE.

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SECTION D PACKAGING AND MARKING

NOT APPLICABLE

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

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SECTION E INSPECTION AND ACCEPTANCE

QUALITY ASSURANCE SURVEILLANCE PLAN

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

1. Critical performance processes and requirements. Critical to the performance of NNE enterprise management support, business process examination, organizational studies, process management, tool development, and metrics support services to the Navy Cyber Forces N8 Directorate is the timely, accurate and thorough completion of all contract/task order requirements.

2. Performance Standards

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

b. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract/task order(s) and the Quality Control Plan (QCP), if required by the contract, for the required content, quality, timeliness, and accuracy.

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

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

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

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

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	COR's annual report on Contractor Performance			
Invoicing	Monthly invoices per contract procedures are timely and accurate.	Review & acceptance of the invoice	Monthly	100% accuracy

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

Incentives/Disincentives:

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

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

In accordance with the inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

5000	12/1/2010 - 1/7/2011
6000	12/1/2010 - 1/7/2011

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

5100	12/1/2011 - 11/30/2012
5200	12/1/2012 - 11/30/2013
5300	12/1/2013 - 11/30/2014
6100	12/1/2011 - 11/30/2012
6200	12/1/2012 - 11/30/2013
6300	12/1/2013 - 11/30/2014
8000	12/1/2014 - 11/30/2015
9000	12/1/2014 - 11/30/2015

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager - Jeffrey Callahan

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

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

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling WAWF Customer Support: 866-618-5988.

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

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

	<i>Routing Table</i>	<i>Contracting Officer Notes</i>
WAWF Invoice Type	<i>2-IN-1</i>	
Contract Number	<i>N00178-04-D-4024</i>	<i>-(Enter Contract Number)</i>
Delivery Order Number	<i>FK02</i>	<i>-(Enter DO Number)</i>
Issuing Office DODAAC	<i>N00189</i>	<i>-(Enter DODAAC of the activity issuing the contract.)</i>
Admin Office DODAAC	<i>N00189</i>	<i>-(Enter Contract Admin Office DODAAC)</i>
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)		<i>-(Enter Inspector DODAAC (plus extension if applicable, or leave blank)</i>
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	<i>N69235</i>	<i>-(Enter DODAAC (plus extension if applicable)</i>
Acceptance At Other		<i>-(Enter Other Acceptance Address if different from above (plus extension if applicable))</i>
Local Processing Office (Certifier)	<i>N69235</i>	<i>-(Enter LPO DODAAC (Local Admin) (plus extension if applicable) or leave blank</i>
DCAA Office DODAAC (Used on Cost Voucher's only)		<i>-(Enter DCAA Office DODAAC when Applicable)</i> <i>- Check on DCAA website: www.dcaa.mil/</i>
Paying Office DODAAC	<i>HQ0338</i>	<i>-(Enter Paying Office DODAAC Located on Contract)</i>

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Acceptor/COR Email Address	<i>VALORIE GREENWOOD / VALORIE.GREENWOOD@NAVY.MIL</i>	<i>-(Enter the Acceptor Email address for this Contract if applicable)</i>
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(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

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

Name	Email	Phone	Role
Valorie Greenwood	valorie.greenwood@navy.mil	757-417-6745	Acceptor
Jeffrey Callahan	jeffrey.callahan@navy.mil	757-417-6771 x3	COR

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- All pre-award information, questions, or data;
- Freedom of Information inquiries;
- Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- Arranging the post award conference (See FAR 42.503).

Name: Carrodene Johnson
Address: 1968 Gilbert Street, Suite 600
Norfolk, VA 23511
Phone: 757-443-1963

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: Greg Finke
Address: 1968 Gilbert Street, Suite 600
Norfolk, VA 23511
Phone: 757-443-2066

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: N/A
Address:
Phone:

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4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: DFAS Columbus Center, South Entitlement Operations
Address: P.O. Box 182264
Columbus OH 43218-2264

5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:
- a. Liaison with personnel at the Government installation and the contractor personnel on site;
 - b. Technical advice/recommendations/clarification on the statement of work;
 - c. The statement of work for delivery/task orders placed under this contract.
 - d. An independent government estimate of the effort described in the definitized statement of work;
 - e. Quality assurance of services performed and acceptance of the services or deliverables;
 - f. Government furnished property;
 - g. Security requirements on Government installation;
 - h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order;
- and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR Name: Jeffrey Callahan
Address: Navy Cyber Forces
2465 Guadalcanal Rd
Virginia Beach, VA 23459
Phone: 757-417-6771 x3

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: N/A
Address:
Phone:

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

- a. Identifying contractor deficiencies to the COR;
- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
- e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: N/A
Address:
Phone:

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SECTION H SPECIAL CONTRACT REQUIREMENTS

REIMBURSEMENT OF TRAVEL COSTS (OCT 1998)

(a) Travel

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

Medical Examinations
Immunization
Passports, visas, etc.
Security Clearances

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

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

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

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

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

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

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

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

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

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance

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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)

ORGANIZATIONAL CONFLICT OF INTEREST:

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

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause. (1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment subject to this contract. The contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply. (2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

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

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

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" as defined in FAR 2.101.
- (3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).
- (5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.
- (6) "Consultant services" as defined in FAR 31.205-33(a).
- (7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.
- (8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.
- (9) "Interest" means organizational or financial interest.
- (10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions. [x] (1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 30 days after the date of completion of the contract. (FAR 9.505-1(a)) [x] (2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to

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prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems of their subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(a)(1)) [x] (3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(b)(1)) [x] (4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests. (FAR 9.505-3) [x] (5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b)) [x] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 30 days after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. [x] (7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS. [x] (8) To the extent work performed under this contract may be subject to 10 U.S.C. 2399, the contractor agrees to comply with 10 U.S.C. 2399

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

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract,

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conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

- (a) The quoter agrees to assign to the task order those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the task order. No substitution or addition of personnel shall be made except in accordance with this clause.
- (b) The quoter agrees that during the first 90 days of the task order performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.
- (c) If personnel for whatever reason become unavailable for work under the task order for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the quote, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.
- (d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.
- (e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the task order occurs, the quoter shall submit to the Contracting Officer a written request for

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approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.

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

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the task order is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the task order or the delivery order, the task order may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the task order price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

N00244H136 GOVERNMENT REVIEW OF RESUMES (AUG 1992) (FISC SAN DIEGO)

The Government reserves the right to review the resumes of contractor employees performing under the contract solely for the purpose of ascertaining their qualifications relative to the personnel qualifications terms of the contract. Accordingly, the contractor shall furnish such resumes to the Contracting Officer upon request by the Contracting Officer's Representative, Ordering Officer or Contracting Officer.

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SECTION I CONTRACT CLAUSES

NOTE: ALL THE PROVISIONS AND CLAUSES OF SECTION I OF THE BASIC CONTRACT APPLY TO THIS TASK ORDER (UNLESS OTHERWISE SPECIFIED IN THE TASK ORDER) PLUS THE FOLLOWING:

-CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

THE GOVERNMENT MAY REQUIRE CONTINUED PERFORMANCE OF ANY SERVICES WITHIN THE LIMITS AND AT THE RATES SPECIFIED IN THE CONTRACT. THESE RATES MAY BE ADJUSTED ONLY AS A RESULT OF REVISIONS TO PREVAILING LABOR RATES PROVIDED BY THE SECRETARY OF LABOR. THE OPTION PROVISION MAY BE EXERCISED MORE THAN ONCE, BUT THE TOTAL EXTENSION OF PERFORMANCE HEREUNDER SHALL NOT EXCEED 6 MONTHS. THE CONTRACTING OFFICER MAY EXERCISE THE OPTION BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 5 DAYS PRIOR TO EXPIRATION OF THE CONTRACT.

(END OF CLAUSE)

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

(A) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN 7 DAYS; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 14 DAYS. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.

(B) IF THE GOVERNMENT EXERCISES THIS OPTION, THE EXTENDED CONTRACT SHALL BE CONSIDERED TO INCLUDE THIS OPTION CLAUSE.

(C) THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED FIVE (5) YEARS AND SIX (6) MONTH EXTENSION IN ACCORDANCE WITH FAR 52.217-8 OPTION TO EXTEND SERVICES.

(END OF CLAUSE)

SUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

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(A) EXCEPT AS SPECIFIED IN PARAGRAPH (B) BELOW, NO ORDER, STATEMENT, OR CONDUCT OF GOVERNMENT PERSONNEL WHO VISIT THE CONTRACTOR'S FACILITIES OR IN ANY OTHER MANNER COMMUNICATE WITH CONTRACTOR PERSONNEL DURING THE PERFORMANCE OF THIS CONTRACT SHALL CONSTITUTE A CHANGE UNDER THE "CHANGES" CLAUSE OF THIS CONTRACT.

(B) THE CONTRACTOR SHALL NOT COMPLY WITH ANY ORDER, DIRECTION OR REQUEST OF GOVERNMENT PERSONNEL UNLESS IT IS ISSUED IN WRITING AND SIGNED BY THE CONTRACTING OFFICER, OR IS PURSUANT TO SPECIFIC AUTHORITY OTHERWISE INCLUDED AS A PART OF THIS CONTRACT.

(C) THE CONTRACTING OFFICER IS THE ONLY PERSON AUTHORIZED TO APPROVE CHANGES IN ANY OF THE REQUIREMENTS OF THIS CONTRACT AND NOTWITHSTANDING PROVISIONS CONTAINED ELSEWHERE IN THIS CONTRACT, THE SAID AUTHORITY REMAINS SOLELY WITH THE CONTRACTING OFFICER. IN THE EVENT THE CONTRACTOR EFFECTS ANY CHANGE AT THE DIRECTION OF ANY PERSON OTHER THAN THE CONTRACTING OFFICER, THE CHANGE WILL BE CONSIDERED TO HAVE BEEN MADE WITHOUT AUTHORITY AND NO ADJUSTMENT WILL BE MADE IN THE CONTRACT PRICE TO COVER ANY INCREASE IN CHARGES INCURRED AS A RESULT THEREOF. THE ADDRESS AND TELEPHONE NUMBER OF THE CONTRACTING OFFICER IS:

NAME: CARRODENA JOHNSON
ADDRESS: FLEET AND INDUSTRIAL SUPPLY CENTER, NORFOLK OFFICE
CONTRACTING DEPARTMENT, CODE 240A
1968 GILBERT STREET, SUITE 600
NORFOLK, VA 23511
PHONE: 757-443-1963
FAX: 757-443-1971
CARRODENA.JOHNSON@NAVY.MIL

(END OF CLAUSE)

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

FUNDS ARE NOT PRESENTLY AVAILABLE FOR THIS CONTRACT. THE GOVERNMENT'S OBLIGATION UNDER THIS CONTRACT IS CONTINGENT UPON THE AVAILABILITY OF APPROPRIATED FUNDS FROM WHICH PAYMENT FOR CONTRACT PURPOSES CAN BE MADE. NO LEGAL LIABILITY ON THE PART OF THE GOVERNMENT FOR ANY PAYMENT MAY ARISE UNTIL FUNDS ARE MADE AVAILABLE TO THE CONTRACTING OFFICER FOR THIS CONTRACT AND UNTIL THE CONTRACTOR RECEIVES NOTICE OF SUCH AVAILABILITY, TO BE CONFIRMED IN WRITING BY THE CONTRACTING OFFICER.

(END OF CLAUSE)

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PURSUANT TO THE AVAILABILITY OF FUNDS CLAUSE OF THE CONTRACT AND IN ACCORDANCE WITH THE FISCAL YEAR 2011 CONTINUING RESOLUTION ACT, FUNDS ARE MADE AVAILABLE FOR THE CONTRACT PERFORMANCE IN THE AMOUNT OF \$ [REDACTED] FOR THE PERIOD OF 01 DECEMBER 2010 THROUGH 15 DECEMBER 2010.

FUNDS ABOVE THIS AMOUNT, UP TO AND INCLUDING THE CONTRACT PRICE, REMAIN SUBJECT TO THE AVAILABILITY OF FUNDS CLAUSE OF THE CONTRACT. SUCH FUNDS ARE NOT PRESENTLY AVAILABLE FOR THIS CONTRACT. THE GOVERNMENT'S OBLIGATION UNDER THIS CONTRACT IS CONTINGENT UPON THE AVAILABILITY OF APPROPRIATED FUNDS FROM WHICH PAYMENT FOR CONTRACT PURPOSES CAN BE MADE. NO LEGAL LIABILITY ON THE PART OF THE GOVERNMENT FOR ANY PAYMENT MAY ARISE UNTIL FUNDS ARE MADE AVAILABLE TO THE CONTRACTING OFFICER FOR THIS CONTRACT AND UNTIL THE CONTRACTOR RECEIVES NOTICE OF SUCH AVAILABILITY, TO BE CONFIRMED IN WRITING BY THE CONTRACTING OFFICER.

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SECTION J LIST OF ATTACHMENTS

Attachment I - DD254

Attachment II - Contract Administration Plan (CAP) FFP