

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
20

3. EFFECTIVE DATE  
12-May-2015

4. REQUISITION/PURCHASE REQ. NO.  
1300494766

5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE  
SPAWAR-Systems Center Lant (CHRL)  
P.O. BOX 190022  
North Charleston SC 29419-9022  
vandy.inman@navy.mil 843-218-2342

N65236

7. ADMINISTERED BY (If other than Item 6) CODE  
DCMA Manassas  
14501 George Carter Way  
Chantilly VA 20151

S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)  
NETWORK SECURITY SYSTEMS PLUS, INC.  
5205 Leesburg Pike, Suite 505  
Falls Church VA 22041

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-09-D-5782-GZ01

10B. DATED (SEE ITEM 13)

11-Jan-2012

CAGE CODE  
3GPP8

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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)  
52.232-22 Limitation of Funds

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Vandy P Inman, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/Vandy P Inman

(Signature of Contracting Officer)

12-May-2015

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)

Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

**GENERAL INFORMATION**

The purpose of this modification is to incrementally fund this task order in the amount of \$500,000.00 with PR 1300494766... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$9,692,027.70 by \$500,000.00 to \$10,192,027.70.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400413	O&MN,N	0.00	492,000.00	492,000.00
600404	O&MN,N	0.00	8,000.00	8,000.00

The total value of the order is hereby increased from \$32,964,438.00 by \$0.00 to \$32,964,438.00.

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
-----------	------	----

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 1 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## 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	R425	IA Support (Fund Type - TBD)	1.0	LO	\$7,328,169.00	\$319,542.00	\$7,647,711.00
400101	R425	ACRN:AA PR 1300239279 (Fund Type - OTHER)					
400102	R425	ACRN:AB PR 1300286595 (Fund Type - OTHER)					
4002	R425	IA Support (Fund Type - TBD)	1.0	LO	\$7,498,166.00	\$366,636.00	\$7,864,802.00
400201	R425	ACRN: AC PR: 1300298860 (Fund Type - OTHER)					
400202	R425	ACRN: AF PR: 1300319971 (Fund Type - OTHER)					
400203	R425	ACRN: AE PR: 1300332147 (Fund Type - OTHER)					
400204	R425	ACRN: AG PR: 1300354996 (Fund Type - OTHER)					
400205	R425	ACRN: AH PR: 1300354996 (Fund Type - OTHER)					
4003	R425	IA Support (Fund Type - TBD)	1.0	LO	\$7,672,265.00	\$333,893.00	\$8,006,158.00
400301	R425	ACRN: AJ PR: 1300373150 (Fund Type - OTHER)					
400302	R425	ACRN: AK PR: 1300373150 (Fund Type - OTHER)					
400303	R425	ACRN: AJ PR: 1300373150 (Fund Type - OTHER)					
400304	R425	ACRN: AM PR: 1300394554 (Fund Type - OTHER)					
400305	R425	ACRN AN PR 1300415544 (O&MN,N)					
400306	R425	ACRN AP PR 1300436371 (O&MN,N)					
400307	R425	ACRN AQ PR 1300436371 (O&MN,N)					
4004	R425	IA Support (Fund Type - TBD)	1.0	LO	\$7,850,571.00	\$341,316.00	\$8,191,887.00
400401	R425	ACRN AR PR1300443439 (O&MN,N)					
400402	R425	ACRN AS PR1300443439 (O&MN,N)					
400403	R425	ACRN AT PR1300443439 (O&MN,N)					
400404	R425	ACRN AU PR 1300447315 (O&MN,N)					
400405	R425	ACRN AV PR 1300447315 (O&MN,N)					
400406	R425	ACRN AW PR 1300447315 (O&MN,N)					
400407	R425	ACRN AX PR 1300481274 (O&MN,N)					

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 2 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
400408	R425	ACRN AY PR 1300481274 (O&MN,N)					
400409	R425	ACRN AZ PR 1300481274 (O&MN,N)					
400410	R425	ACRN BB PR 1300493466 (O&MN,N)					
400411	R425	ACRN BC PR 1300493466 (O&MN,N)					
400412	R425	ACRN BD PR 1300493466 (O&MN,N)					
400413	R425	ACRN BE PR 1300494766 (O&MN,N)					
4005	R425	IA Support (Fund Type - TBD) Option	1.0	LO	\$8,033,188.00	\$348,911.00	\$8,382,099.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6001	R425	IA Support (Fund Type - TBD)	1.0	LO	\$313,470.00
600101	R425	ACRN: AB PR 1300286595 (Fund Type - OTHER)			
6002	R425	IA Support (Fund Type - TBD)	1.0	LO	\$313,470.00
600201	R425	ACRN: AC PR: 1300298860 (Fund Type - OTHER)			
600202	R425	ACRN: AH PR: 1300354996 (Fund Type - OTHER)			
6003	R425	IA Support (Fund Type - TBD)	1.0	LO	\$313,470.00
600301	R425	ACRN: AJ PR: 1300373150 (Fund Type - TBD)			
600302	R425	ACRN: AP PR:1300436371 (O&MN,N)			
6004	R425	IA Support (Fund Type - TBD)	1.0	LO	\$313,470.00
600401	R425	ACRN AS PR 1300443439 (O&MN,N)			
600402	R425	ACRN AW PR 1300447315 (O&MN,N)			
600403	R425	ACRN BA PR 1300481274 (O&MN,N)			
600404	R425	ACRN BE PR 1300494766 (O&MN,N)			
6005	R425	IA Support (Fund Type - TBD) Option	1.0	LO	\$313,470.00

5252.216-9204 LEVEL OF EFFORT--FEE ADJUSTMENT FORMULA (MAR 1994)

(a) Subject to the provisions of the "Limitation of Cost" or "Limitation of Funds" clause (whichever is applicable to this contract), it is hereby understood and agreed that the fixed fee is based upon the Contractor providing the following number of staff-hours of direct labor, hereinafter referred to as X, at the estimated cost and during the term of this contract specified elsewhere herein:

[Contractor shall insert number of estimated direct labor staff hours]

Total Staff-Hours (X)\* Total Prime Staff-Hours Fixed Fee\*\*

\*(inclusive of Prime and any proposed Subcontractor(s))

Base Period	_____	_____	_____
Option 1	_____	_____	_____
Option 2	_____	_____	_____
Option 3	_____	_____	_____

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 3 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Option 4 \_\_\_\_\_

\*\*Contractor is to identify basis for fixed fee amount: \_\_\_ Prime Hours Only \_\_\_ Total Staff-Hours

The Contractor agrees to provide the total level of effort specified above in performance of work described in Sections "B" and "C" of this contract.

(b) Of the total staff-hours of direct labor set forth above, it is estimated that \_\_\_ staff-hours are competitive time (uncompensated overtime). Competitive time (uncompensated overtime) is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no amount is indicated in the first sentence of this paragraph, competitive time (uncompensated overtime) effort performed by the contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as local travel from an employee's residence to their usual work location, uncompensated effort while on travel status, truncated lunch periods, or other time and effort which does not have a specific and direct contribution to the tasks described in Section B.

(d) It is understood and agreed that various conditions may exist prior to or upon expiration of the term of the contract, with regard to the expenditure of labor staff-hours and/or costs thereunder which may require adjustment to the aggregate fixed fee. The following actions shall be dictated by the existence of said conditions:

(1) If the Contractor has provided not more than 105% of X or not less than 95% of X, within the estimated cost, and at the term of the contract, then the fee shall remain as set forth in Section B.

(2) If the Contractor has provided X-staff-hours, within the term, and has not exceeded the estimated cost then the Contracting Officer may require the Contractor to continue performance until the expiration of the term, or until the expenditure of the estimated cost of the contract except that, in the case of any items or tasks funded with O&MN funds, performance shall not extend beyond 30 September. In no event shall the Contractor be required to provide more than 105% of X within the term and estimated cost of this contract. The fee shall remain as set forth in Section B.

(3) If the Contractor expends the estimated cost of the contract, during the term of the contract and has provided less than X staff-hours, the Government may require the Contractor to continue performance, by providing cost growth funding, without adjusting the fixed fee, until such time as the Contractor has provided X staff-hours.

(4) If the Contracting Officer does not elect to exercise the Government's rights as set forth in paragraph (d)(2) and (d)(3) above, and the Contractor has not expended more than 95% of X staff-hours, the fixed fee shall be equitably adjusted downward to reflect the diminution of work. The total fee due the contractor shall be adjusted so as to be in direct proportion to the number of direct hours utilized in the same ration of fee to the estimated total hours then set forth in the contract.

(5) Nothing herein contained shall, in any way, abrogate the Contractor's responsibilities, and/or the Government's rights within the terms of the contract provision entitled "Limitation of Cost" or "Limitation of Funds" as they shall apply throughout the term of the contract, based upon the total amount of funding allotted to the contract during its specified term.

(e) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and DCAA office to which vouchers are submitted:

(1) The total number of staff-hours of direct labor expended during the applicable period.

(2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.

(3) A breakdown of other costs incurred.

(4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

In the case of a cost under-run, the Contractor shall submit the following information in addition to that required above:

(5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.

(6) A calculation of the appropriate fee reduction in accordance with this clause.

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 4 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

All submissions required by this paragraph shall separately identify subcontractor information, if any.

**ADDITIONAL SLINS**

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

**LIMITATION OF LIABILITY – INCREMENTAL FUNDING**

CLINs 4001 & 6001 are incrementally funded and the amount currently available for payment hereunder is limited to \$305,000.00. It is estimated that these funds will cover the cost of performance through 10 January 2013. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$305,000.00 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	CPFF	THIS ACTION	CUMULATIVE	BALANCE
4001	\$ 7,647,711.00	\$ 270,000.00	\$ 295,000.00	\$ 7,352,711.00
6001	\$ 313,470.00	\$ 10,000.00	\$ 10,000.00	\$ 303,470.00
<b>TOTAL</b>	<b>\$ 7,961,181.00</b>	<b>\$ 280,000.00</b>	<b>\$ 305,000.00</b>	<b>\$ 7,656,181.00</b>

CLINs 4002 & 6002 are incrementally funded and the amount currently available for payment hereunder is limited to \$2,622,844.34. It is estimated that these funds will cover the cost of performance through 10 September 2013. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$2,622,844.34 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	CPFF	THIS ACTION	CUMULATIVE	BALANCE
4002	\$ 7,864,802.00	\$ 0.00	\$ 2,597,844.34	\$ 5,266,957.66
6002	\$ 313,470.00	\$ 0.00	\$ 25,000.00	\$ 288,470.00
<b>TOTAL</b>	<b>\$ 8,178,272.00</b>	<b>\$ 0.00</b>	<b>\$ 2,622,844.34</b>	<b>\$ 5,555,427.66</b>

CLINs 4003 & 6003 are incrementally funded and the amount currently available for payment hereunder is limited to \$3,072,215.99. It is estimated that these funds will cover the cost of performance through 10 September 2014. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$3,072,215.99 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	CPFF	THIS ACTION	CUMULATIVE	BALANCE
4003	\$ 8,006,158.00	\$ 532,000.00	\$ 3,062,000.00	\$ 4,944,158.00
6003	\$ 313,470.00	\$ 1,000.00	\$ 10,215.99	\$ 303,254.01
<b>TOTAL</b>	<b>\$ 8,319,628.00</b>	<b>\$ 533,000.00</b>	<b>\$ 3,072,215.99</b>	<b>\$ 5,247,412.01</b>

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 5 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

CLINs 4004 & 6004 are incrementally funded and the amount currently available for payment hereunder is limited to \$ 4,191,967.37. It is estimated that these funds will cover the cost of performance through 10 September 2015. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$ 4,191,967.37 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order

CLIN	CPFF	THIS ACTION	CUMULATIVE	BALANCE
4004	\$ 8,191,887.00	\$ 492,000.00	\$ 4,171,967.37	\$ 4,019,919.63
6004	\$ 313,470.00	\$ 8,000.00	\$ 20,000.00	\$ 293,470.00
TOTAL	\$ 8,505,357.00	\$ 500,000.00	\$ 4,191,967.37	\$ 4,313,389.63

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 6 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

C-302 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)

Work under this contract shall be performed in accordance with the following Performance Work Statement (PWS):

### **Section C - Performance Work Statement (PWS)**

SPAWARSYSCEN-CHARLESTON, Code 582V0, Information Assurance (IA), IA Mitigation, Certification and Accreditation (C&A), and Information Assurance Vulnerability Management (IAVM)

#### **1.0 INTRODUCTION**

The Space and Naval Warfare Systems Center (SPAWARSYSCEN) Atlantic; Network Security Implementation Branch, Code 582V0, is providing Network Security Engineering Support Services in support of Navy Medicine and Federal Health Systems as it pertains to information assurance for Navy Medicine's Military Treatment Facilities (MTF), Dental clinics worldwide, and Federal Health agencies.

#### **2.0 BACKGROUND**

The task will support the continued Information Assurance initiatives within Navy Medicine and Federal Health agencies, and provide support to the Information Management and Information Technology (IM/IT) execution agent. SSC Atlantic will execute all aspects of Information Assurance for Navy Medicine and Federal Health agencies to ensure compliance with Federal, Department of Defense (DoD), and Department of Navy (DoN) regulations and policies.

#### **3.0 SCOPE**

The objective of this Task Order is to provide support in the conduct of Information Assurance (IA), IA Mitigation, Certification and Accreditation (C&A), and Information Assurance Vulnerability Management (IAVM) to support the mission of Navy Medical and Federal Health systems at locations throughout the CONUS and OCONUS areas as well as incorporate the evaluation of the current IA and security posture of Navy Medical and Federal Health Systems facilities. The range of this support would span subject matter expertise to administrative support/graphic services with skill sets and experience that match Code 582V0's need to comply with and respond to requirements including current, updated program plans and documentation, current and accurate requirements definition, alternative approaches for fielding, migrating, staging and supporting systems, site management, adherence to standards, specifications and best practices, mitigation of risks, addressing



CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 7 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

issues and performing all Program and Project functions necessary to achieve the strategic goals and objectives of SPAWAR's customers.

#### **4.0 PLACE OF PERFORMANCE**

Work shall be performed at the SPAWARSYSCEN, Atlantic and in each of the following location(s):

- a. Contractor's Facility
- b. Bethesda, MD
- c. San Diego, CA
- d. New Orleans, LA
- e. NH Camp Pendleton, Ocean Side, CA
- f. NH Oak Harbor, WA
- g. NH Corpus Christi, TX
- h. NH Rota, Spain
- i. NH Guam
- j. NH Guantanamo Bay (Cuba)
- k. NH Cherry Point, NC
- l. NH Bremeerton, (Washington)
- m. NH Lemoore, CA
- n. NH Sigonella, Italy
- o. NH Naples, Italy
- p. NH Okinawa, Japan
- q. NH Pensacola, FL
- r. NH 29 Palms, CA
- s. NNMC Bethesda, Maryland
- t. NH Yokosuka, Japan
- u. NAMRU Jakarta (Indonesia)
- v. NAMR:U Cairo (Egypt)
- w. NH Pearl Harbor (Honolulu)
- x. NAMRU Lima (Peru)

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 8 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## 5.0 APPLICABLE DIRECTIVES / REFERENCES

The Contractor shall adhere to the following documents in accordance with paragraph 8.0, Performance Requirements.

Document Type	No./Version	Title	Date
DoD Directive 8500.1		Information Assurance (IA)	10-24- 2002
DoD Instruction 8500.2		Information Assurance (IA) Implementation for Automated Information Systems	2-6-2003
DoD Regulation 5200.2-R		DoD Personnel Security Program	1-1987
SECNAVINST 5510.30A		Department of the Navy Personnel Security Program	3/10/1999
SECNAVINST 5510.36		Department of the Navy Information Security Program (ISP)	3/17/1999

## 6.0 SECURITY and TRAINING SUPPORT

SSC-A contractor personnel will have the appropriate clearances required for access to classified data as required. Prior to starting work on the task, SSC-A contractor personnel will have a minimum of an interim Secret Security Clearance granted by the Defense Industrial Security Clearance Office (DISCO) and will comply with IT access authorization requirements. In addition, SSC-A contractor personnel will possess the appropriate IT level of access for the required task and position assignment. SSC-A contractor personnel shall handle and safeguard any unclassified but sensitive and classified information in accordance with appropriate Department of Defense security regulations.

The Project Engineer shall determine if the appropriate IT Position Category has been assigned to the respective contractor personnel and inform the contractor of that determination based on the following criteria:

IT-1 Position - Positions in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software; or, can access a system during the

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 9 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. Personnel whose duties meet the criteria for IT-1 Position designation require a favorably adjudicated Single Scope Background Investigation (SSBI) or SSBI Periodic Reinvestigation (SSBI-PR). The SSBI or SSBI-PR shall be updated a minimum of every 5 years.

IT-II Position - Positions in which the incumbent is responsible for the direction, planning, design, operation, or maintenance of a computer system, and whose work is technically reviewed by a higher authority at the IT-II Position level to insure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position require a favorably adjudicated National Agency Check (NAC).

IT-III Position - All other positions involved in computer activities. Incumbent in this position has non-privileged access to one or more DoD information systems/applications or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation require a favorably adjudicated NAC.

Contractor's request for visit authorization shall be submitted in the appropriate format and coordinated with the SSC-C Project Office.

## **6.1 Personnel Common Access Card (CAC) and PKI Requirements**

SSC-A contractor personnel are required to obtain a Common Access Card (CAC) with PKI for access to Department of Defense facilities (CONUS and OCONUS) and websites. In addition, a hardware solution to securely read the card via a personal computer, and approved software for reading the CAC (ex. ActiveGold) is required.

## **6.2 Personnel Supporting Information Assurance (IA) functions**

In accordance with clause 252.239-7001, Contractor personnel supporting Information Assurance (IA) functions shall be appropriately trained and certified prior to being engaged in IA related work. IA Personnel shall be in full compliance with DoD 8570.01-M, Information Assurance Workforce Improvement Program (PWS ref 2.1.\$) and DoDD 8570.1, IA Training, Certification, and Workforce Management (PWS ref 2.1.\$). This includes personnel training being certified/accredited at the appropriate levels of IAT I-III and IAM I-III. This will be verified by the contracting officer who will ensure that contractor personnel are entered in to the Defense Eligibility Enrollment System (DEERS) or other appropriate database. The contractor shall also provide the requested mix of labor categories pertaining to IA applicable tasks as directed by the PCO or Task Order in support of IA training requirements. Contractor personnel not certified within 6 months of assignment of IA duties or who fails to maintain their certified status will not be permitted to carry out the

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 10 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

responsibilities of the position, and shall be replaced with personnel that meet the minimum certification requirements as mandated above.

## **7.0 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The COR for this task order is Philip A. Middleton, Code 58210, [philip.a.middleton@navy.mil](mailto:philip.a.middleton@navy.mil), (843) 218-3331.

## **8.0 PERFORMANCE REQUIREMENTS**

The contractor shall provide support to SPAWARSYSCEN Atlantic in conducting Information Assurance (IA), IA Mitigation, Certification and Accreditation (C&A), and Information Assurance Vulnerability Management (IAVM) to support the mission of Navy Medical and Federal Health agencies at locations throughout the CONUS and OCONUS areas as well as incorporate the evaluation of the current IA and security posture of Navy Medical and Federal Health facilities in accordance with DoD 8500.1 and 8500.2. The contractor shall provide support to SPAWAR Atlantic in the conduct of Certification and Accreditation (C&A) efforts to support the mission of Navy Medical and Federal Health systems. The contractor shall also assist in prioritizing short and long term initiatives considering strategic planning alignment, budget, and available funding.

In the performance of this work, the contractor will be required to utilize a government provided XenClient computing platform image (<http://www.citrix.com/products/xenclient/how-it-works/specifications.html>).

### **8.1 Sub-Task 1. Project Management Support**

8.1.1 The contractor shall provide support to SPAWAR Atlantic in the conduct of Information Assurance (IA), IA Mitigation, Certification and Accreditation (C&A), Navy Medicine Network Operations Center (NOC) and Information Assurance Vulnerability Management (IAVM).

8.1.2 The contractor shall appoint a program manager specifically chartered with the responsibility of interfacing with the Government on all matters pertaining to this Performance Work Statement. The Program Manager shall direct the contractor's effort through the company's internal management system that shall provide project progress visibility to assure on-time completion of contract requirements. The contractor shall also use best industry practices including ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. This shall include providing technical program and project management support that will mitigate the risks to successful program and compliance with SSC Atlantic's Capability Maturity Model Integration (CMMI) Engineering Process Office (EPO) program. The contractor as part of a team will support projects at SPAWAR Atlantic at CMMI Level III. The contractor will be required to utilize the processes and procedures already established for the project and the CMMI program, and deliver products that are compliant with the aforementioned processes and procedures. These tasks require the contractor to research and analyze technical and management information and data, costs, performance trends, and project progress based on earned value management (EVM). The contractor shall participate in design

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 11 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

reviews, technical reviews, audits and discussions, and shall provide SPAWAR Atlantic with management status reports that will be updated and delivered on a weekly/monthly basis, or as required.

## **8.2 Sub-Task 2. Facilitation**

8.2.1 The contractor shall assist in planning, coordinating, and facilitating meetings with the principals, develop material to support the meetings, and ensure all action items are tracked through completion. Meetings shall be held weekly unless otherwise directed.

## **8.3 Sub-Task 3. SCTS Deployment Support**

8.3.1 The contractor shall conduct the installation of the JTF/GNO mandated SCTS system to support the IAVM program at locations throughout the CONUS and OCONUS areas.

## **8.4 Sub-Task 4. Network Device Hardening Analysis**

8.4.1 The contractor shall provide assistance in the management of the network perimeter improvement by ensuring that approved policies are implemented and controlled at the Outside Security Screening Router (OSSR) ACL, Firewall ruleset, and IPSs. This will ensure that only approved Ports, Protocols, Services (PPS) necessary to do business are opened.

## **8.5 Sub-Task 5. Site Network IA Assessment Support**

8.5.1 The contractor shall provide support to SPAWAR Atlantic in the conduct of IA Tiger Team efforts at locations throughout the CONUS and OCONUS areas. These Tiger Team efforts would incorporate the evaluation of the current IA and security posture of these facilities. Final reports would be generated and delivered to SPAWAR Atlantic to support mitigation efforts and the development of an overall IA strategy.

## **8.6 Sub-Task 6. Site Network Remediation and Mitigation support**

8.6.1 The contractor shall conduct the mitigation efforts at locations throughout the CONUS and OCONUS areas. These efforts will incorporate the evaluation of the current IA and security posture

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 12 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

of these facilities in accordance with 8500.1 and 8500.2. Also provide final reports to SPAWAR Atlantic that can assist in the development of an overall Enterprise mitigation strategy.

## **8.7 Sub-Task 7. Program of Record and Site Certification and Accreditation Packages**

8.7.1 The contractor shall provide support to SPAWAR Atlantic in the conduct of Certification and Accreditation (C&A) efforts. These efforts would be in accordance with Navy Medical and Federal Health systems IA documentation at various locations throughout the CONUS and OCONUS areas, as required.

## **8.8 Sub-Task 8. Navy Medicine Network Operations Center Support**

8.8.1 The contractor shall provide support to SPAWAR Atlantic in the 24 x 7 x 365 operations of the Navy Medicine Operations Center. These efforts will incorporate IA, router analysis, firewall analysis, and IAVA compliance.

## **9.0 GOVERNMENT FURNISHED INFORMATION**

The government will furnish a XenClient software image for contractor use when working on government networks

## **10.0 GOVERNMENT FURNISHED MATERIAL**

Not Applicable

## **11.0 GOVERNMENT FURNISHED EQUIPMENT**

Not Applicable

## **12.0 CONTRACTOR FURNISHED MATERIAL**

Miscellaneous Other Direct Costs (ODCs) such as FedEx shipping.

## **13.0 CONTRACTOR FURNISHED EQUIPMENT**

Not Applicable

## **14.0 TRAVEL REQUIREMENTS**

When it becomes necessary for the contractor to travel, the contractor shall submit a request, via email, to the SPAWARSYSCEN Atlantic Task Order Manager seeking approval to travel before initiating any travel plans. All travel claims shall make reference to the e-mail, letter or phone call that granted approval. Failure to gain prior approval may result in disallowance of invoiced travel claims. Emergent travel as directed by the Project Engineer for upgrade support and engineering solutions provided efforts are fair and reasonable and in accordance with the Joint Travel Regulations.

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 13 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Estimated travel locations are as follows. The following trips are per annum.

<b>To</b>	<b># of Trips</b>	<b># of people</b>
San Diego, CA	2	2
Ocean Side, CA	2	2
New Orleans, LA	2	2
Oak Harbor, WA	2	2
Corpus Christi, TX	2	2
Rota Spain	2	2
Guam	2	2
Guantanamo Bay, Cuba	2	2
Cherry Point, NC	2	2
Brenerton, Washington	3	2
LeMoore, California	2	2
Sigonella, Italy	2	2
Naples, Italy	2	2
Okinawa, Japan	2	2
Pensacola, FL	3	2
29 Palms, CA	3	2
Bethesda, Maryland	6	2
Yokosuka, Japan	2	2
Jakarta, Indonesia	2	2
Cairo, Egypt	2	2
Pearl Harbor, HI	2	2
Lima, Peru	2	2

## **15.0 DELIVERABLES**

- a. Conference, Meeting Minutes and Presentation Reports as required – CDRL A001
- b. Technical Reports as required – CDRL A002
- c. Monthly Status Reports – CDRL A003
- d. Monthly Financial Reports – CDRL A004

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 14 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

- e. Weekly Activity Reports (WAR) – CDRL A005
- f. White Papers – CDRL A006
- g. NOC Operations – CDRL A007
- h. Network Architecture Analysis Design as required – CDRL A008

<b>Type of Technical Reports – A002</b>
NOC Operations
Network Architecture Analysis Design
Mitigation Reports
SSAA Gap Analysis

## 16.0 WORKLOAD ESTIMATE

The following workload data is provided for informational purposes only to assist you in estimating the price of this Contract.

Number of man-hours: 121,408 per year

Other Direct Costs: \$300,000 per year

### C-313 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 2 [Contracting officer insert attachment number] involves access to and handling of classified material up to and including Secret.

In addition to the requirements of the FAR 52.204-2 “Security Requirements” clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer Code OA1, SPAWAR Systems Center Charleston, P.O. Box 190022, North Charleston, SC 29419-9022.

### C-315 WORKWEEK (DEC 1999)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Charleston and its Detachments is Monday



CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 15 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

through Friday 0730 to 1600. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

#### C-317 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999)

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personnel possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore,

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 16 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

#### C-718 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001)

(a) Each Electronic and Information Technology (EIT) supply or service provided under this contract shall comply with the EIT Accessibility Standards listed below:

[The Contracting Officer shall consult with the program office to determine which standards listed in subsection (a) apply and shall check all applicable standards prior to issuing the solicitation.]

36 C.F.R. § 1194.21 (Software Applications and operating systems)

36 C.F.R. § 1194.22 (Web-based and internet information and applications)

36 C.F.R. § 1194.23 (Telecommunications products)

36 C.F.R. § 1194.24 (Video and multimedia products)

36 C.F.R. § 1194.25 (Self contained, closed products)

36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this contract shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

(b) If the Contracting Officer determines that any supply or service delivered under this contract does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the contract, the Government will have the rights and remedies contained in the contract.

(End of specification)

#### C-719 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001)

(a) The Government has determined that the following exemption(s) to the Electronic and Information Technology (EIT) Accessibility Standards (36 C.F.R. § 1194) are applicable to this procurement:

The EIT to be provided under this contract has been designated as a National Security System.

The EIT acquired by the contractor is incidental to this contract.

The EIT to be provided under this contract would require a fundamental alteration in the nature of the product or its components in order to comply with the EIT Accessibility Standards.

The EIT to be provided under this contract will be located in spaces frequented only by service personnel for maintenance, repair, or occasional monitoring of equipment.

Compliance with the EIT Accessibility Standards would impose an undue burden on the agency.

The EIT to be provided under this contract is purchased in accordance with FAR Subpart 13.2 prior to January 1, 2003.

(b) Notwithstanding that an exemption exists, the Contractor may furnish supplies or services provided under this contract that comply with the EIT Accessibility Standards (36 C.F.R. § 1194).

#### C-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 17 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

This is a performance based order, as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Plan as follows:

#### QUALITY ASSURANCE PLAN

(1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term.

#### (2) Performance Standards:

- a. The deliverables under this task order will be consistently technically accurate.
- b. The services delivered under this task order will be consistently of high quality.
- c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).
- d. The contractor will be consistently responsive to Government customers in its performance of this task order.
- e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

(3) Evaluation Methods: The TOM will conduct performance evaluations based on the standards in paragraph 2 above using the following technique:

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.
- c. The TOM will upload the TOPE to the SeaPort Portal.

#### (4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.
- b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:
  - i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and
  - ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 18 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

### **SHIP TO INFORMATION:**

See Section G - Task Order Manager

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

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 19 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

E-303 INSPECTION AND ACCEPTANCE- - DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his duly authorized representative.

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 20 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

4001	1/11/2012 - 1/10/2013
4002	9/11/2012 - 9/10/2013
4003	9/11/2013 - 9/10/2014
4004	9/11/2014 - 9/10/2015
6001	1/11/2012 - 1/10/2013
6002	9/11/2012 - 9/10/2013
6003	9/11/2013 - 9/10/2014
6004	9/11/2014 - 9/10/2015

### CLIN - DELIVERIES OR PERFORMANCE

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

4001	1/11/2012 - 1/10/2013
4002	9/11/2012 - 9/10/2013
4003	9/11/2013 - 9/10/2014
4004	9/11/2014 - 9/10/2015
6001	1/11/2012 - 1/10/2013
6002	9/11/2012 - 9/10/2013
6003	9/11/2013 - 9/10/2014
6004	9/11/2014 - 9/10/2015

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

4005	9/11/2015 - 9/12/2016
6005	9/11/2015 - 9/10/2016

Services to be performed hereunder will be provided at (insert specific address and building etc.)

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 21 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

Philip A. Middleton, Code 58210,  
P. O. Box 19022  
North Charleston, SC 29419-9022  
[philip.a.middleton@navy.mil](mailto:philip.a.middleton@navy.mil),  
843-218-3331

G-314 TYPE OF CONTRACT (DEC 1999)

This is a CPFF task order.

G-317 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

- (a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.
- (b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.
- (c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.
- (d) A separate invoice will be prepared no more frequently than every two weeks. Do not combine the payment claims for services provided under this contract.
- (e) The following information is provided for completion of the invoice in WAWF:

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S2404A DCMA MANASSAS
DCAA Auditor	Code ____ DCAA ____ Branch Office
Service Approver	Code S2404A DCMA MANASSAS
Pay by	Code HQ0338 DFAS COLUMBUS CENTER

Pursuant to the requirement at DFARS PGI 204.7108, Payment Instructions (d) (12) none of the standard payment instructions identified in paragraphs (d)(1) through (11) of this section are appropriate, the Payment instructions below provide a significantly better reflection of how funds will be expended in support of contract performance.

INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 22 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Consistent with task order clause 5252.232-9206, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

#### ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name:  
Code: 8.6.2  
Address: PO Box 190022, N. Charleston, SC 29419  
Phone: (843) 218-5115  
Email:

#### Accounting Data

SLINID	PR Number	Amount
400101	1300239279	25000.00
LLA :		
AA 970130.1212D 2012 010 1 010400807793-1 884 257.22 DRAM 26316 044226		
Standard Number: DRAM 26316/AA		
NWA: 100000579665 0060		
ALL TASKS IN THE PWS		

BASE Funding 25000.00  
Cumulative Funding 25000.00

MOD 01

400102	1300286595	270000.00
LLA :		
AB 9720130 1212 201 2 010 1 010100 80 7700-1 884 257.31 P RM 22085		
Standard Number: PRM 22085/AA		
NWA: 100000579674 0060		
ALL TASKS		

600101	1300286595	10000.00
LLA :		
AB 9720130 1212 201 2 010 1 010100 80 7700-1 884 257.31 P RM 22085		
Standard Number: PRM 22085/AA		
NWA: 100000579674 0060		
ODCS		

MOD 01 Funding 280000.00  
Cumulative Funding 305000.00

MOD 02

400201	1300298860	1865000.00
LLA :		
AC 9720130.18P2 252 46896 0 068688 2D JTF42 468962 1H303Q		
Standard Number: N4689612MPJTF42/AA		
NWA: 100000742221 0060		
TASK MCIS CNDSP		

600201	1300298860	20000.00
LLA :		
AC 9720130.18P2 252 46896 0 068688 2D JTF42 468962 1H303Q		



CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 23 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Standard Number: N4689612MPJTF42/AA  
 NWA: 100000742221 0060  
 ODCS TASK MCIS CNDSP

MOD 02 Funding 1885000.00  
 Cumulative Funding 2190000.00

MOD 03

400202 1300319971 272477.34  
 LLA :  
 AD 970130.1313D 2013 0101010400807793-1884 257.31 PRM 3347 044226  
 Standard Number: PRM 33474  
 NWA: 100000773020 0060

MOD 03 Funding 272477.34  
 Cumulative Funding 2462477.34

MOD 04

400203 1300332147 185367.00  
 LLA :  
 AE 9730130 1884 201 3 010 1 010400 80 7793-1 884 257.31 P RM 34293 044226  
 Standard Number: PRM 34293  
 NWA: 100000809878 0060  
 TASK MCIS NETTOPS

MOD 04 Funding 185367.00  
 Cumulative Funding 2647844.34

MOD 05 Funding 0.00  
 Cumulative Funding 2647844.34

MOD 06

400204 1300354996 150000.00  
 LLA :  
 AG 970130.1313D 2013 0101010400807793-1884 275.31 PRM35086 044226  
 Standard Number: PMR 35086  
 NWA:100000832927-0060  
 TASK MCIS NETTOPS

400205 1300354996 125000.00  
 LLA :  
 AH 970130.1313D 2013 0101010400807793-1884 275.31 PRM35050 044226  
 Standard Number: PRM 35050  
 NWA: 100000832928-0060  
 TASK MCIS NETTOPS

600202 1300354996 5000.00  
 LLA :  
 AH 970130.1313D 2013 0101010400807793-1884 275.31 PRM35050 044226  
 Standard Number: PRM 35050  
 NWA: 100000832928-0060  
 ODCS MCIS NETTOPS

MOD 06 Funding 280000.00  
 Cumulative Funding 2927844.34

MOD 07 Funding 0.00  
 Cumulative Funding 2927844.34

MOD 08

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 24 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

400301 1300373150 170000.00  
 LLA :  
 AJ 9730130 18P2 253 46896 0 068688 2D PJTF38 4689631H304Q  
 Standard Number: N4689613MPJTF38  
 NWA: 100000831524-0060 MCIS NETTOPS

400302 1300373150 180000.00  
 LLA :  
 AK 9730130 1884 010 10104 0 080779 3 257.31 PRM36219 044226  
 Standard Number: PRM 36219  
 NWA: 100000852592-0060 MCIS NETTOPS

400303 1300373150 50000.00  
 LLA :  
 AL 9730130 1884 010 10104 0 080779 3 257.31 PRM36229 044226  
 Standard Number: PRM 36229  
 NWA: 100000852590-0060 MCIS NETTOPS

600301 1300373150 9215.99  
 LLA :  
 AJ 9730130 18P2 253 46896 0 068688 2D PJTF38 4689631H304Q

MOD 08 Funding 1939215.99  
 Cumulative Funding 4867060.33

MOD 09 Funding 0.00  
 Cumulative Funding 2927844.34

MOD 10 Funding 0.00  
 Cumulative Funding 4867060.33

MOD 11

400304 1300394554 150000.00  
 LLA :  
 AM 970130.1414D 1884 0101010400807793 257.31 PRM46252 044226  
 Standard Number: PRM 46252  
 NWA: 100000876563 0060  
 TASK MCIS NETTOPS

MOD 11 Funding 150000.00  
 Cumulative Funding 5017060.33

MOD 12 Funding 0.00  
 Cumulative Funding 5017060.33

MOD 13

400305 1300415544 450000.00  
 LLA :  
 AN 970130.1414D 1884 0101010400807793 257.31 PRM47234 044226  
 Standard Number: PRM47234  
 NWA: 100000876217 0060  
 MCIS NETTOPS

MOD 13 Funding 450000.00  
 Cumulative Funding 5467060.33

MOD 14

400306 1300436371 432000.00  
 LLA :  
 AP 970130 1414D 1884 010 10104 0 080779 3 257.31 PRM47625 044226  
 Standard Number: PRM 47625  
 NWA: 100000876218 0060  
 IA CNDSP SUPPORT

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-09-D-5782	GZ01	20	25 of 35	

400307 1300436371 100000.00  
 LLA :  
 AQ 970130 1414D 1884 010 10104 0 080779 3 257.31 PRM47236 044226  
 Standard Number: PRM 47236  
 NWA: 100000876564 0060  
 NETTOPS SUPPORT

600302 1300436371 1000.00  
 LLA :  
 AP 970130 1414D 1884 010 10104 0 080779 3 257.31 PRM47625 044226  
 Standard Number: PRM 47625  
 NWA:100000876218 0060  
 ODCs IA CNDSP

MOD 14 Funding 533000.00  
 Cumulative Funding 6000060.33

MOD 15

400401 1300443439 146506.30  
 LLA :  
 AR 970130.1414D 1884 0101010400807793 257.31 PRM47246 044226  
 Standard Number: PRM 47246  
 NWA: 100000876513 0060  
 HAIMS SUPPORT

400402 1300443439 326566.16  
 LLA :  
 AS 970130.1414D 1884 0101010400807793 257.31 PRM47632 044226  
 Standard Number: PRM 47632  
 NWA: 100000876514 0060  
 HAIMS SUPPORT

400403 1300443439 170045.28  
 LLA :  
 AT 970130.1414D 1884 0101010400807793 257.31 PRM47629 044226  
 Standard Number: PRM 47629  
 NWA: 100000876565 0060  
 NET OPS

600401 1300443439 2000.00  
 LLA :  
 AS 970130.1414D 1884 0101010400807793 257.31 PRM47632 044226  
 Standard Number: PRM 47632  
 NWA: 100000876514 0060  
 ODC HAIMS SUPPORT

MOD 15 Funding 645117.74  
 Cumulative Funding 6645178.07

MOD 16

400403 1300443439 100.00  
 LLA :  
 AT 970130.1414D 1884 0101010400807793 257.31 PRM47629 044226  
 Standard Number: PRM 47629  
 NWA: 100000876565 0060  
 NET OPS

MOD 16 Funding 100.00  
 Cumulative Funding 6645278.07

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-09-D-5782	GZ01	20	26 of 35	

MOD 17

400404 1300447315 79883.00  
 LLA :  
 AU 9740130.14140 1884 010 10104 0 080779 3 257.31 PRM47236 044226  
 Standard Number: PRM 47236  
 NWA#100000876564-0060

400405 1300447315 31866.63  
 LLA :  
 AV 9740130.1414D 1884 010 10104 0 080779 3 257.31 PRM47625 044226  
 Standard Number: PRM 47625  
 NWA# 100000876218-0060

400406 1300447315 1700000.00  
 LLA :  
 AW 9740130.1414D 1884 010 10104 0 080778 1 257.31 PRM48711 044226  
 Standard Number: PRM 48711  
 NWA# 100000961211-0060

600402 1300447315 5000.00  
 LLA :  
 AW 9740130.1414D 1884 010 10104 0 080778 1 257.31 PRM48711 044226  
 Standard Number: PRM 48711  
 NWA#100000961211-0060

MOD 17 Funding 1816749.63  
 Cumulative Funding 8462027.70

MOD 18

400407 1300481274 175000.00  
 LLA :  
 AX 970130.1515D-1884 0101010400807793 257.31 044226 PRM510087  
 Standard Number: PRM510087  
 PR 1300481274 Funding Doc PRM510087

400408 1300481274 195000.00  
 LLA :  
 AY 9750130 1884 010 10104 0 080779 3 257.31 PRM58800 044226 130048127400002  
 Standard Number: PRM58800  
 PR 1300481274 Funding DOC PRM58800

400409 130048127400004 90000.00  
 LLA :  
 AZ 9750130 1884 010 10104 0 080779 3 257.31 PRM58810 044226  
 Standard Number: PRM58810  
 PR 1300481274 Funding DOC PRM58810

600403 130048127400003 5000.00  
 LLA :  
 BA 9750130 1884 010 10104 0 080779 3 257.31 PRM58800 044226  
 Standard Number: PRM58800(odc)  
 PR 1300481274 Funding Doc PRM58800(odc)

MOD 18 Funding 465000.00  
 Cumulative Funding 8927027.70

MOD 19

400410 130049346600001 400000.00  
 LLA :  
 BB 9750130 1884 010 10104 0 080779 3 257.31 PRM510177 044226  
 Standard Number: PRM510177  
 ACRN BB: Labor  
 PR 1300493466  
 DOC: PRM510177  
 NWA/BS# 100000986791 0060

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 27 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

400411 130049346600002 300000.00  
 LLA :  
 BC 9750130 1884 010 10104 0 080779 3 257.31 044226  
 Standard Number: PRM510223  
 ACRN BC: Labor  
 PR: 1300493466  
 DOC: PRM510223  
 NWA/BS# 100000986794 0060

400412 130049346600003 65000.00  
 LLA :  
 BD 9750130 1884 010 10104 0 080779 3 257.31 PRM58810 044226  
 Standard Number: PRM58810  
 ACRN BD: Labor  
 PR 1300493466  
 DOC NO. PRM58810  
 NWA/BS# 100000989199 0060

MOD 19 Funding 765000.00  
 Cumulative Funding 9692027.70

MOD 20

400413 130049476600001 492000.00  
 LLA :  
 BE 9750130 1882 252 00018 0 068688 2D CV0003 6890151H334Q  
 Standard Number: N6890115RCV0003  
 PR: 1300494766  
 COST CODE: 6890151H334Q  
 FUNDING DOC: N6890115RCV0003  
 NWA: 100001020678 0401

600404 130049476600002 8000.00  
 LLA :  
 BE 9750130 1882 252 00018 0 068688 2D CV0003 6890151H334Q  
 Standard Number: N6890115RCV0003  
 PR: 1300494766  
 COST CODE: 6890151H334Q  
 FUNDING DOC: N6890115RCV0003  
 NWA:100001020678 0401

MOD 20 Funding 500000.00  
 Cumulative Funding 10192027.70

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 28 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date (if applicable), by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

### H-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

#### (a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

#### (b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 29 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 30 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) "Privately Owned (Motor) Vehicle (POV)" is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee's dependent for the primary purpose of providing personal transportation, that:

(a) is self-propelled and licensed to travel on the public highways;

(b) is designed to carry passengers or goods; and

(c) has four or more wheels or is a motorcycle or moped.

(iv) "Special Conveyance" is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) "Public Conveyance" is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) "Residence" is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee's one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ( $18 + 18 - 14 = 22$ ).

EXAMPLE 2: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee's one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ( $15 + 30 + 15 - 30 = 30$ ).

EXAMPLE 4: Employee's one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ( $45 + 67 + 12 - 24 = 100$ ).

EXAMPLE 5: Employee's one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ( $35 + 50 + 25 + 10 - 70 = 50$ ).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).



CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 31 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

#### H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

#### H-359 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003)

##### (a) Definition.

“Confidential business information,” as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 32 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

#### ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) (RESTATED FROM BASIC CONTRACT)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 33 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the SeaPort/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The SeaPort/Task Order's Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in the basic contract or this task order.

(n) Compliance with this requirement is a material requirement of the basic contract and this task order.

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 34 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION I CONTRACT CLAUSES**

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

- (a) The Government may extend the term of this task order by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 five years.

### **52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)**

Authorized subcontractors:

Nortel Government Solutions, Inc

Mandex, Inc.

Planned Systems International, Inc.

Dependable global Solutions, Inc

Cyber Squared, Inc.

CONTRACT NO. N00178-09-D-5782	DELIVERY ORDER NO. GZ01	AMENDMENT/MODIFICATION NO. 20	PAGE 35 of 35	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

CDRLS

DD254

Personnel Qualifications / Hours