

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 06	3. EFFECTIVE DATE 16-Oct-2009	4. REQUISITION/PURCHASE REQ. NO. 2000016528	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001 cathy.moore@navy.mil 619-553-9311	CODE N66001	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 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-4024-7N01
		10B. DATED (SEE ITEM 13) 31-Oct-2007
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)**

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

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

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cathy Moore, Contracting Officer	
15B. CONTRACTOR/OFFEROR  /s/  (Signature of person authorized to sign)	15C. DATE SIGNED 16-Oct-2009	16B. UNITED STATES OF AMERICA BY /s/Cathy Moore (Signature of Contracting Officer)	16C. DATE SIGNED 16-Oct-2009

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

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

Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this modification is to realign funds from ODC to Labor and incorporate revised Contract Security Classification Specification DD Form 254 revision 1. Accordingly, said Task Order is modified as follows: Clause B-3, Section G LOA and Section J List of Attachments are revised below.

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

### B-3 ALLOTTMENT OF FUNDS (JAN 1989) (5252.232-9200)

- (a) This contract is incrementally funded with respect to both cost and fee.
- (b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of the contract entitled "Fixed Fee", are as follows:

#### ITEM(S) ALLOTTED TO FIXED FEE

1000  
1001

- (c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
1000		31 October 07 - 30 September 08
3000		31 October 07 - 30 September 08
<b>1001</b>		<b>12 November 08 - 11 November 09</b>
<b>3001</b>		<b>12 November 08 - 11 November 09</b>

- (d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

### Section G Accounting Data:

<u>SLIN ID</u>	<u>PR Number</u>	<u>Amount</u>
100102	2000016528	30000.00
LLA : AB 97X4930 NH3P 000 77777 0 066001 2F 000000		
300101	2000016528	(5000.00)
LLA : AB 97X4930 NH3P 000 77777 0 066001 2F 000000		
300102	2000016528	(25000.00)
LLA : AB 97X4930 NH3P 000 77777 0 066001 2F 000000		

MOD 06 Funding 0.00  
Task Order Cumulative Funding 1260409.00

### Section J List of Attachments:

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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Attachment 1 - Statement of Work

Attachment 2 - DD Form 1423, Contract Data Requirements List (CDRL)

**Attachment 3 - DD Form 254, Contract Security Classification Specification**  
**(Revision 1 dated 11 August 2009)**

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## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
1000	Technical services in support of the Navy Cryptographic Modernization Program Office in accordance with Attachment 1 - Performance Work Statement (PWS), and Attachment 2 - Contract Data Requirements List (CDRL). (RDT&E)	1.0 Lot	\$	\$	\$599,000.00
100001	Funding Information (RDT&E)				
100002	Funding Information (RDT&E)				
100003	Funding Information (RDT&E)				
1001	Option 1 - Technical services in support of Navy Cryptographic Modernization Program Office in accordance with Attachment 1 - Performance Work Statement (PWS), and Attachment 2 - Contract Data Requirements List (CDRL). (RDT&E)	1.0 Lot	\$	\$	\$656,766.00
100101	Funding Information (RDT&E)				
100102	Funding Information (RDT&E)				
1002	Option 2 - Technical services in	1.0 Lot	\$	\$	\$679,129.00

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support of Navy  
Cryptographic  
Modernization  
Program Office in  
accordance with  
attachment 1 -  
Performance Work  
Statement (PWS),  
and Attachment 2  
- Contract Data  
Requirements List  
(CDRL). (TBD)  
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3000	Other Direct Costs and Travel Costs - Base Period. (RDT&E)	1.0 Lot	\$
300001	Funding Information (RDT&E)		
300002	Funding Information (RDT&E)		
300003	Funding Information (RDT&E)		
3001	Option 1 - Other Direct Costs and Travel Costs. (RDT&E)	1.0 Lot	\$50,000.00
300101	Funding Information (RDT&E)		
300102	Funding Information (RDT&E)		
3002	Option 2 - Other Direct Costs and Travel Costs. (TBD) Option	1.0 Lot	\$55,000.00

#### B-1 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.

#### B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)

(a) Total Estimated Hours.

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The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is \_\_\_\_\_ per year hours. The direct labor hours include \_\_\_\_\_ uncompensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of \_\_\_\_\_ for the base period; \_\_\_\_\_ for option one; and \_\_\_\_\_ for option two, per direct labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

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ITEM(S) ALLOTTED TO FIXED FEE

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(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
1000	\$	31 October 07 - 30 September 08
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(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C-1 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998) (SPAWAR C-302)

The work under this contract shall be performed in accordance with Attachment 1, Performance Work Statement and Attachment 2, Contract Data Requirements List (CDRL).

### C-2 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 contractors 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 (applies 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 3a.
- 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.

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### **C-3 SECURITY REQUIREMENTS (DEC 1999) (SPAWAR C-313)**

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 3, involves access to and handling of classified material up to and including TOP SECRET/SCI.

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 SPAWARSYSCOM Security Officer.

### **C-4 WORK WEEK (DEC 1999) (SPAWAR C-316)**

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal work week for Government employees at the Space and Naval Warfare Systems Center San Diego (SPAWARSYSCEN San Diego) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal work hours at SPAWARSYSCEN San Diego unless differing hours are specified on the individual delivery/task orders. The Contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SPAWARSYSCEN San Diego must work during the normal workweek. The 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
Presidents 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 during a week. Therefore, during the SPAWARSYSCEN San Diego off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SPAWARSYSCEN San Diego hours are maintained both weeks.

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**C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR C-317)**

(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, 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-6 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001) (SPAWAR C-719)**

(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.

  X   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).

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## SECTION D PACKAGING AND MARKING

### D-1 MARKING OF SHIPMENT (DEC 1999) (SPAWAR D-308)

Each shipment of material and/or data shall be clearly marked to show the following information:

<u>SHIP TO:</u>	<u>MARK FOR:</u>
Receiving Officer	Contract # : N00178-04-D-4024
Code 229	Delivery Order # : 7N01
SPAWARSYSCEN, San Diego	Item #:
53560 Hull Street	Attn: Jorge Alvarez (Code 5562)
San Diego, CA 92152-5001	

The receiving office is open for deliveries Monday through Thursday from 7:30 a.m. to 4:30 p.m.

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E-1 INSPECTION AND ACCEPTANCE--DESTINATION (SPAWAR E-303) (JAN 2002)**

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

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## SECTION F DELIVERABLES OR PERFORMANCE

### F-1 PERIODS OF PERFORMANCE (DEC 1999)

The period of performance for the following items are from the date of task order award through twelve months thereafter estimated at:

1000 Date of award through the base period of 12 months

3000 Date of award through the base period of 12 months

1001 Option 1 effective date through the Option 1 period of 12 months

3001 Option 1 effective date through the Option 1 period of 12 months

1002 Option 2 effective date through the Option 2 period of 12 months

3002 Option 2 effective date through the Option 2 period of 12 months

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract".

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

This is a Cost Plus Fixed Fee Task Order.

**G-3 ACTIVITY OMBUDSMAN.** The SPAWAR Systems Center san Diego (SSC-SD) Ombudsman for this Task Order is:

Name: Tammy Sanchez  
Code: SSC-SD 220  
Address: 53560 Hull Street, San Diego, CA 92152  
Phone: (619) 533-3200  
E-mail: [tammy.sanchez@navy.mil](mailto:tammy.sanchez@navy.mil)

**G-4 TASK ORDER MANAGER.** The Task Order Manager is:

Mr. Jorge Alvarez  
SPAWARSYSCEN San Diego  
53560 Hull Street  
San Diego, CA 92152-5001  
E-mail: [jorge.alvarez@navy.mil](mailto:jorge.alvarez@navy.mil)  
Phone: (619) 553-9421

### G-902 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME AND MATERIALS OR LABOR-HOURS)

(a) "Invoice" as used in this clause includes contractor's requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed priced incentive contracts.

(b) The contractor will electronically submit invoices using the Wide Area Workflow (WAWF) web site located at <https://wawf.eb.mil>. Please use the WAWF routing table (sited below) to assist you in entering mandatory data into WAWF. Depending on the contractor's "direct submit authority" given by Defense Contract Audit Agency (DCAA), the invoice will either be approved by DCAA or submitted directly to Defense Finance accounting Service (DFAS) for payment. Information listed below in paragraph (d) should be submitted/uploaded as attachments to the invoice.

Costs Contracts WAWF Routing Table	
<b>Document Type</b>	<b>Cost Vouchers</b>
<b>Issued by</b>	<b>N66001</b>
<b>Admin by</b>	<b>S2404A</b>
<b>DCAA Auditor</b>	<b>HAA47F</b>
<b>Inspector</b>	<b>N/A</b>
<b>Acceptor</b>	<b>HAA47F on all interim vouchers &amp; S2404A on the final voucher</b>
<b>LPO (Certifier)</b>	<b>N/A</b>
<b>Pay by</b>	<b>HQ0338</b>
<b>Email Notifications*</b>	<a href="mailto:jorge.alvarez@navy.mil">jorge.alvarez@navy.mil</a>

\*Contractor shall click on the "Send More Email Notifications" link.

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(c) Invoices will be segregated by individual order. Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Basic description of the work
- (4) Accounting Classification Reference Number (ACRN)
- (5) Straight time labor charges by man-hours, classification and price; in the case of cost-plus-fixed-fee type contracts, the invoice shall cite direct labor hours and labor rates incurred by labor category, total costs incurred and fixed fee billed.
- (6) Premium time and charges (if any) by man-hours, classification, price/cost and name of approving official
- (7) Uncompensated overtime hours (if any) worked for the invoice period, by labor category, as identified in the FAR 52.237-10 "Identification of Uncompensated Overtime" provision.
- (8) Travel and per diem costs (if any).
- (9) Payment terms
- (10) Procuring activity
- (11) Date services performed
- (12) Costs incurred and allowable under the contract
- (13) Withholding under the Payments clause, if any.
- (14) Cumulative value of all billings to date by cost incurred and fixed fee billed.

(e) A DD Form 250, "Material Inspection and Receiving Report" (WAWF document type, "Receiving Report") is required only with the final invoice. The following is the applicable WAWF routing table:

Document Type	Receiving Report
Issued by	N66001
Admin by	S2404A
DCAA Auditor*	HAA47F
Inspector	N/A
Acceptor	N66001
LPO (Certifier)	N/A
Pay by	HQ0338
Email Notifications**	<a href="mailto:jorge.alvarez@navy.mil">jorge.alvarez@navy.mil</a>

\*\*Contactor shall click on the "Send More Email Notifications" link.

(f) A Certificate of Performance is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) For all but the final invoice/voucher, DCAA will review via WAWF and approve invoices/vouchers for provisional payment and forward them to the paying office. Payment will be made by the Disbursing Office upon the basis of the DCAA approved invoice/voucher. The Contracting Officer's Representative (COR) will review his/her copy of the invoice/voucher and complete a Contractor Invoice Review Form. The COR will retain this

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form in the COR files. If the COR identifies discrepancies on the invoice, he will pursue resolution through the Contracting Officer.

(j) The final invoice/voucher will be forwarded via WAWF to the Administrative Contracting Officer for approval and forwarding to the DCAA and disbursing office for final payment. The final invoice/voucher identified as such will list all invoices/vouchers previously tendered. Final payment will be predicated upon the execution of a Material Inspection and Receiving Report (DD Form 250) (WAWF document "Receiving Report") or other acceptance shall be deemed to have occurred on the effective date of the contract settlement. The Contracting Officer's Representative is the acceptance and approval official.

(k) The COR, ACOR and cognizant DCAA offices of this contract are:

**CONTRACTING OFFICER'S REPRESENTATIVE (COR):**

NAME: Jorge Alvarez  
CODE: 5562  
ADDRESS: SPAWAR Systems Center San Diego

**\*ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR):**  
(None)

NAME: Defense Contract Audit Agency  
Fairfax Branch Office  
ADDRESS: 171 Eldon Street, Suite 315  
Herndon, VA 20170

(l) The DCAA office specified above is hereby designated as the cognizant audit agency for payments resulting from this contract, receiving invoices/vouchers from contractor, approving interim vouchers and issuing DCAA Form 1, Notice of Contract Costs Suspended and/or Disapproved, to deduct costs where allowability is questionable.

(m) The Administrative Contracting Officer, or his/her designated authorized representative, approves all completion/final invoices/vouchers and sends them to the disbursing office; and may issue or direct the issuance of DCAA Form 1 on any cost when there is reason to believe it should be suspended or disallowed.

(n) No interest penalty shall be paid to the contractor as a result of delayed contract financing payments. For purposes of the final invoice, payment is made after acceptance of services by the Government and is subject to assessment of interest penalty for payment delays in accordance with the FAR 52.232-25, Prompt Payment, clause of this contract.

(o) For purposes of payment under the final invoice, the constructive period in paragraph (a) (5) (i) of the FAR 52.232-25, Prompt Payment, clause of this contract is changed from 7 days to 30 days.

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

This task order is incrementally funded and the amount currently available for payment hereunder is limited to \$977,000 inclusive of fee. It is estimated that these funds will cover the cost of the period of performance through 24 May 2009. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$977,000 shall arise unless additional funds are made available and are incorporated as modifications to this contract.

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Accounting Data

SLINID	PR Number	Amount
100001	2000016528	109000.00
LLA :		
AA 1781319 57JB 252 EA16W 068342 2D 96006Q 00734000LAS		
Standard Number: N0003908WXFLTR1		

300001	2000016528	7000.00
LLA :		
AA 1781319 57JB 252 EA16W 068342 2D 96006Q 00734000LAS		
Standard Number: N0003908WXFLTR1		

BASE Funding 116000.00  
Cumulative Funding 116000.00

MOD 01

100002	2000016528	347000.00
LLA :		
AA 1781319 57JB 252 EA16W 068342 2D 96006Q 00734000LAS		
Standard Number: N0003908WXFLTR1		

300002	2000016528	10000.00
LLA :		
AA 1781319 57JB 252 EA16W 068342 2D 96006Q 00734000LAS		
Standard Number: N0003908WXFLTR1		

MOD 01 Funding 357000.00  
Cumulative Funding 473000.00

MOD 02

100003	2000016528	147000.00
LLA :		
AA 1781319 57JB 252 EA16W 068342 2D 96006Q 00734000LAS		
Standard Number: N0003908WXFLTR1		
FUNDING DOCUMENT NAVCOMPT FORM 2276A (ACRN AB)		

300003	2000016528	7000.00
LLA :		
AA 1781319 57JB 252 EA16W 068342 2D 96006Q 00734000LAS		
Standard Number: N0003908WXFLTR1		
FUNDING DOCUMENT NAVCOMPT FORM 2276A (ACRN AB)		

MOD 02 Funding 154000.00  
Cumulative Funding 627000.00

MOD 03

100101	2000016528	325000.00
LLA :		
AB 97X4930 NH3P 000 77777 0 066001 2F 000000		
CIN 20000165280008		

300101	2000016528	25000.00
LLA :		
AB 97X4930 NH3P 000 77777 0 066001 2F 000000		
CIN 20000165280008		

MOD 03 Funding 350000.00  
Cumulative Funding 977000.00

MOD 04

100003	2000016528	(4000.00)
LLA :		
AA 1781319 57JB 252 EA16W 068342 2D 96006Q 00734000LAS		
Standard Number: N0003908WXFLTR1		
FUNDING DOCUMENT NAVCOMPT FORM 2276A (ACRN AB)		

300003	2000016528	4000.00
LLA :		

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AA 1781319 57JB 252 EA16W 068342 2D 96006Q 00734000LAS  
Standard Number: N0003908WXFLTR1  
FUNDING DOCUMENT NAVCOMPT FORM 2276A (ACRN AB)

MOD 04 Funding 0.00  
Cumulative Funding 977000.00

MOD 05

100102 2000016528 258409.00  
LLA :  
AB 97X4930 NH3P 000 77777 0 066001 2F 000000

300102 2000016528 25000.00  
LLA :  
AB 97X4930 NH3P 000 77777 0 066001 2F 000000

MOD 05 Funding 283409.00  
Cumulative Funding 1260409.00

MOD 06

100102 2000016528 30000.00  
LLA :  
AB 97X4930 NH3P 000 77777 0 066001 2F 000000

300101 2000016528 (5000.00)  
LLA :  
AB 97X4930 NH3P 000 77777 0 066001 2F 000000  
CIN 20000165280008

300102 2000016528 (25000.00)  
LLA :  
AB 97X4930 NH3P 000 77777 0 066001 2F 000000

MOD 06 Funding 0.00  
Cumulative Funding 1260409.00

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)

(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:

(1) to the Contracting Officer's Representative or the Technical representative of the Contracting Officer, and

(2) to the Procuring Contracting Officer.

### H-2 DATA RIGHTS (RESTATED FROM BASIC CONTRACT)

The following clause restates the Data Rights clause in the basic contract. The requirements of this clause are invoked for this task order:

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contractor shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the affected task order. The format of the Commercial Restrictions List shall be substantially

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same as the format set forth in DFARS 252.227-7017(d). The Commercial Restrictions List shall include the assertions of the Contractor's subcontractors or suppliers or potential subcontractors or suppliers. For each entry in the Commercial Restrictions List which indicates that the asserted rights category is a special license or the license customarily provided to the public, the Contractor shall attach to the Commercial Restrictions List a copy of such license, except that if any particular license is identified as applying to more than one such entry, only one copy of that license need be provided. The Contractor shall update the Commercial Restrictions List as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject inventions, disclosed in any patents or pending patent applications in which the Contractor has:

(a) any title, right or interest; and

(b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order. For each background invention, the list shall identify:

(1) patent or pending patent application number;

(2) title of the patent or pending patent application;

(3) issue date of the patent, or filing date of the pending patent application;

(4) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;

(5) the nature of the Contractor's right, title or interest in the background invention;

(6) if the Government or any third part has any right, title or interest in the background invention; and

(7) if the Contractor is willing to sell the Government a license to practice the background invention.

The list shall be an attachment to the affected task order, and the Contractor shall update the list, as necessary, during performance of the task order to promptly identify all background inventions.

B. Delivery of Noncommercial Computer Software and Technical Data. Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Task Order Contracting Officer in writing that it intends to modify the physical delivery requirement. If the Task Order Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into the affected task order by modification.

#### **H-4 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR H-323)**

(a) A contractor picture badge may be issued to contractor personnel by the SSC San Diego Pass and Decal Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SSC San Diego prior to completion of the picture badge

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request.

(b) An automobile decal will be issued by the SSC San Diego Pass and Decal upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to the SSC San Diego Pass and Decal a list of all unreturned badges with a written explanation of any missing badges.

#### **H-5 CONTRACTOR IDENTIFICATION (MAY 2004) (SPAWAR H-355)**

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

#### **H-6 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (NOV 2003) (SPAWAR H-359)**

(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

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accounting support services, including access to cost-reimbursement vouchers.

(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) and (c)(2) 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) and (c)(2),

(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 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) or (c)(2) 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) and (c)(2).

(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.

## **H-7 TECHNICAL INSTRUCTIONS**

(a) Performance of work hereunder may be subject to written technical instructions signed by the Task Order Manager (TOM) specified in Section G of this task order. As used herein, technical instructions are defined to include the following.

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details and otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work descriptions.

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to: (1) assign additional work under the task order; (2) direct a change as defined in the "CHANGES" clause in this task order; (3) increase or decrease the task order price or estimated task order amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting

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Officer that the technical instruction is within the scope of the task order.

## **H-8 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA**

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

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(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company and subsidiaries (if any), and any financial interests they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

#### **STATEMENT OF NONDISCLOSURE OF PPBS DATA**

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-7 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

SIGNATURE \_\_\_\_\_

TYPED NAME \_\_\_\_\_

DATE \_\_\_\_\_

(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

(1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service")

(2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) resort to such other rights and remedies as provided for under this contract and under Federal law. Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

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**H-9 ORGANIZATIONAL CONFLICT OF INTEREST**

The Organizational Conflict of Interest clause in the contractor's basic SeaPort IDIQ contract is incorporated in this task order by reference.

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## SECTION I CONTRACT CLAUSES

### I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract 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 30 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

All other section I clauses are in accordance with the basic contract.

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## SECTION J LIST OF ATTACHMENTS

Attachment 1 - Statement of Work

Attachment 2 - DD Form 1423, Contract Data Requirements List (CDRL)

Attachment 3 - DD Form 254, Contract Security Classification Specification  
(Revision 1 dated 11 August 2009)

# **NAVY CRYPTOGRAPHIC MODERNIZATION PROGRAM OFFICE (CMPO)**

## **SYSTEM ENGINEERING SUPPORT**

### **STATEMENT OF OBJECTIVES (SOO)**

#### **1. Purpose**

The purpose of this effort is to support the Navy Cryptographic Modernization Program Office (CMPO) under the PMW 160 Crypto & Key Management organization in developing crypto modernization strategies and implementation plans, researching new technologies and providing subject matter expertise in the use of modern encryption device families.

Cryptography is a vital component of a strong military. The Navy Strategic Plan (NSP) in Support of Program Objective Memorandum (POM) 08 assumes that adversaries will work to deny access to and disrupt Joint Forces capabilities. This shows that cryptography must continue to be a cornerstone component in the Navy's Defense-in-Depth strategy. Cryptography is used to both prevent the compromise of sensitive information traversing Navy networks, as well as prevent the disruption of Navy communications. The Navy Cryptographic Modernization Program Office (CMPO) is working to ensure that the Navy's inventory of over 650,000 legacy cryptographic devices are transformed into modern, robust components supporting the Navy's Information Assurance (IA) strategy.

#### **2. Background**

SSC SD has been supporting PMW 160IA on Information Assurance for over ten years. Projects like In-line Network Encryption (INE) and the Crypto Modernization Gap Analysis has brought to the SSC SD Code 287 a strong knowledge and experience on Type 1 (high assurance), network security solutions. The Navy CMPO System Engineering effort provides the opportunity to continue work in these areas. By combining a range of approaches (including procurement, development, and recommended disposal of cryptographic devices) and providing substantial research to ensure proper understanding of complex Naval systems, SSC SD can help PMW 160 Crypto & Key Management plan and execute the best strategies for modernizing Navy cryptographic devices.

#### **3. Scope**

This Statement of Objectives (SOO) defines high-level objectives and requirements in support of the Navy CMPO. The Navy CMPO goal is to transform the Navy's inventory of over 650,000 legacy cryptographic devices into modern, robust components supporting the Navy's Information Assurance (IA) strategy. The effort will include support for cryptographic systems, systems engineering, and cryptographic device priority and consolidation analysis.

#### **4. Objectives**

##### **4.1 Cryptographic Systems support**

- Development of NSA/CSS Policy 3-9 compliant cryptographic devices.
- Incorporate Key Management, Remote Management, and Net-Centric capabilities into new devices considering programmability and capacity for future growth.
- Develop requirements for releasability and interoperability with foreign partners and/or Homeland Security users.
- Conduct research for new technologies applicable to the Navy CMPO efforts.
- Identify related protocols and technologies, including over the network keying, secure remote management, device certificates, and trust management, and comment on technical feasibility.
- Support modern encryption device families (e.g., HAIPE, LEF, SCIP) and cryptographic cores (e.g., JANUS, AIM, SIERRA II, PSIAM) in the Navy.
- Support legacy and modern system architectures.
- Recommend optimal placement of cryptographic devices.
- Support cryptographic capabilities in either stand-alone or embedded form.
  - Relevant systems include ADNS, ISNS, ISDS, CANES, Link 16, Link 22, IP FLTBCST, Submarine Broadcast, Light Airborne Multipurpose System (LAMPS), Intelligence Broadcast System (IBS), Common Data Links (CDL), Range Telemetry, Satellite Terminal Receivers, and others.

#### 4.2 Systems Engineering Support

- Develop Navy cryptographic requirements and development of acquisition documentation.
- Examine legacy system and device capabilities to describe technical operations in detail.
- Develop ad hoc methods to include technical Analysis of Alternatives (AoA).
- Develop cost and schedule documentation.
- Support NSA Type I certification.
- Support other Cryptographic Programs of Record (PoRs).
  - Relevant systems include ADNS, ISNS, ISDS, CANES, Link 16, Link 22, IP FLTBCST, Submarine Broadcast, Light Airborne Multipurpose System (LAMPS), Intelligence Broadcast System (IBS), Common Data Links (CDL), Range Telemetry, Satellite Terminal Receivers, and others.

#### 4.3 Cryptographic Device Priority and Consolidation Analysis

- Conduct analysis of cryptographic algorithm uses and prioritize all findings.
- Participation at Algorithm Integrated Products Team (IPT).
- Develop Algorithm Impact Statements.
- Conduct research on cryptographic algorithms/devices and Keying material used in cryptography.
- Develop cryptographic priority list for the Navy CMPO.
- Use of capabilities data and operating procedures within the Navy.

#### 5.0 Constraints

- Participation in this effort requires contractor personnel possess (or able to) a Secret clearance with key personnel possessing a TS/SCI.
- The period of performance is anticipated from 1 October 2007 to 30 September 2008 w/2 one-year Options.

- Place of Performance - The primary place of performance will be at SSC San Diego, in Code 287 spaces, with required travel to other Lead Service Organizations (LSO) sites and various industry sites of crypto modernization product developers. List of sites: Washington DC, Fort Huachuca, San Antonio, and other cities nationwide (industry partners). Historical data indicates that meetings are, on the average, every 3 to 4 weeks.