

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
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2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE 13-Jun-2013	4. REQUISITION/PURCHASE REQ. NO. Closeout Purposes	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE	N65236	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A	

SPAWAR-Systems Center Lant (CHRL)
P.O. BOX 190022
North Charleston SC 29419-9022
alan.d.miller2@navy.mil 843-218-6088

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

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOOZ ALLEN HAMILTON INC 8283 Greensboro Drive McLean VA 22102		[X]	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
			10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-V703
			10B. DATED (SEE ITEM 13) 02-Aug-2007
CAGE CODE 17038	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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 43.103(a)(3)

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) Carol A Lloyd, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Carol A Lloyd (Signature of Contracting Officer)	16C. DATE SIGNED 17-Jun-2013
(Signature of person authorized to sign)			

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 deobligate funding for closeout purposes. 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 decreased from \$9,719,272.48 by \$38,470.13 to \$9,680,802.35.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
100203	OTHER	200,000.00	(38,470.13)	161,529.87

The total value of the order is hereby increased from \$10,438,567.30 by \$0.00 to \$10,438,567.30.

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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
1001	Information Assurance Support for Navy Medicine (OTHER)	1.0	LO	\$	\$	\$4,580,653.00
100101	ACRN AA TASKS 8.1-8.10 (OTHER)					
100102	ACRN AB TASKS 8.1 (OTHER)					
100103	ACRN AC TASK 8.1-8.10 (OTHER)					
1002	Information Assurance Support for Navy Medicine (OTHER)	1.0	LO	\$	\$	\$4,537,914.30
100201	ACRN AC TASK 8.1-8.10 (OTHER)					
100202	ACRN: AD TASK 8.1-8.10 (OTHER)					
100203	ACRN: AE TASK 8.1-8.10 (OTHER)					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
3001	ODCs Information Assurance Support for Navy Medicine (TBD)	1.0	LO	\$560,000.00
3002	ODCs Information Assurance Support for Navy Medicine (OTHER)	1.0	LO	\$760,000.00
300201	ACRN AC ODCs TASK 81.810 (OTHER)			
300202	ACRN AD ODC TASK 8.1-8.10 (OTHER)			

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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 _____
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.

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(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.

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.

CLINs 1001 & 3001 ARE FULLY FUNDED

CLINs 1002 & 3002 LIMITATION OF LIABILITY – INCREMENTAL FUNDING

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$4,595,222.13. It is estimated that these funds will cover the cost of performance through 3 MARCH 2009. 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 \$4,595,222.13 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLIN	TOTAL	THIS ACTION	CUMULATIVE	BALANCE
1001	\$4,580,653.00	\$ -	\$4,577,214.93	\$3,438.07
3001	\$560,000.00	\$ -	\$546,835.42	\$13,164.58
1002	\$4,537,914.30	\$ (38,470.13)	\$3,950,199.09	\$587,715.21
3002	\$760,000.00	\$ -	\$606,552.91	\$153,447.09
TOTAL	\$10,438,567.30	\$ (38,470.13)	\$9,680,802.35	\$757,764.95

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Section C - Performance Work Statement (PWS)

SPAWARSYSCEN-CHARLESTON, Network Systems Security Branch, Code 724

1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare System Center Charleston, Network Systems Security Engineering Branch, Code 724 is providing Network Security Engineering Support Services in support of Navy Medicine as it pertains to information assurance for Navy Medicine's Military Treatment Facilities (MTF) and Dental Clinics worldwide.

2.0 BACKGROUND

This task will support the continued Information Assurance initiatives within Navy Medicine, and provide support to the Information Management and Information Technology (IM/IT) execution agent which has been designated as NAVY MEDICINE by the IM/IT governance. Space and Naval Warfare Systems Center Charleston (SSC-C), in conjunction with (NAVY MEDICINE) will execute all aspects of Information Assurance within Navy Medicine 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 obtain the full range of program and project management support and execution services 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) to support its Navy Medicine customer at locations throughout the CONUS and OCONUS areas. The range of this support would span subject matter expertise to administrative support/graphic services with skill sets and experience that match Code 724'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, acquisitions, adherence to standards, specifications and best practices, mitigation of risks, addressing issues and performing all of the Program and Project functions necessary to achieve the strategic goals and objectives of SPAWAR's Navy Medicine customer.

4.0 PLACE OF PERFORMANCE

- a. SPAWARSYSCEN, Charleston, SC
- b. Contractor's Facility
- c. NAVY MEDICINE, Bethesda, MD
- d. San Diego, CA
- e. Others as directed by the PE

5.0 APPLICABLE DIRECTIVES / REFERENCES

All work and resulting products shall be accomplished by the contractor using the most acceptable industry standards and commercial practices. It is the contractor's responsibility to meet these requirements and provide quality service and/or products. The following documents are to be used as guidance:

- a. DoD Directive 8500.1, Information Assurance (IA), 24 October 2002
- b. DoD Instruction 8500.2, Information Assurance (IA) Implementation for Automated Information Systems, 6 February 2003
- c. DoD Regulation 5200.2-R; DoD Personnel Security Program, January 1987

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d. SECNAVINST 5510.30A, Department of the Navy Personnel Security Program, 10 March 1999

e. SECNAVINST 5510.36, "Department of the Navy Information Security Program (ISP)", 17 March 1999

6.0 SECURITY

All personnel associated with this contract shall be cleared as a minimum at the Secret level. Contractor personnel shall have the appropriate clearances required for access to classified data as required. Prior to starting work on the task, contractor personnel shall have the required Clearance granted by the Defense Industrial Security Clearance Office (DISCO) and shall comply with IT access authorization requirements. In addition, contractor personnel shall possess the appropriate IT level of access for the respective task and position assignment.. Contractor personnel shall handle and safeguard any unclassified but sensitive and classified information in accordance with appropriate Department of Defense security regulations. Any security violation shall be reported immediately to the respective Government Project Manager as appropriate.

The Task Order Manager (TOM) 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-I 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 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-I 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.

7.0 TASK ORDER MANAGER DESIGNATION

The Task Order Manager (TOM) for this Task Order is: Joseph Eisinger, Code 726, joseph.eisinger@navy mil, 843-218-5327.

8.0 PERFORMANCE REQUIREMENTS

The contractor shall provide support to SPAWAR Charleston NAVY MEDICINE PM , in the conduct Information Assurance (IA), IA Mitigation, Certification and Accreditation (C&A), and Information Assurance Vulnerability Management (IAVM) to support the mission of Navy Medical at locations throughout the CONUS and OCONUS areas as well as incorporate the evaluation of the current IA and security posture of Navy Medical facilities in accordance with the DOD 8500.1 and 8500.2. The contractor shall provide support to SPAWAR Charleston NAVY MEDICINE PM, in the conduct of Certification and Accreditation (C&A) efforts to support the mission of Navy Medical. The contractor shall also help NAVY MEDICINE prioritize short and long term initiatives considering strategic planning alignment, budget, and available funding

Subtask 8.1 – Provide Project Management Support

The contractor shall provide support to SPAWAR Charleston NAVY MEDICINE PM , 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) to support the mission of Navy Medical.

Subtask 8.2 - Facilitation

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The contractor shall assist NAVY MEDICINE 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 other directed.

Subtask 8.3 – Provide SCTS Deployment Support

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

Subtask 8.4 – Provide Network Device Hardening Analysis

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.

Subtask 8.5 – Provide Site Network IA Assessment support

The contractor shall provide support to SPAWAR Charleston NAVY MEDICINE PM, in the conduct of IA Tiger Team efforts to support the mission of Navy Medical 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 in accordance with the DOD 8500.1 and 8500.2. Final reports would be generated and delivered to SPAWAR Systems Center, Charleston to support mitigation efforts and the development of an overall IA strategy for the Navy Medicine Enterprise.

Subtask 8.6 - Provide Site Network Remediation and Mitigation support

The contractor shall conduct the mitigation efforts to support the mission of Navy Medical at locations throughout the CONUS and OCONUS areas. These efforts, of course, will incorporate the evaluation of the current IA and security posture of these facilities in accordance with the DOD 8500.1 and 8500.2. We can also provide final reports to SPAWAR Systems Center, Charleston that can assist in the development of an overall Enterprise mitigation strategy.

Subtask 8.7 – Provide Program of Record and Site Certification and Accreditation Packages

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

Subtask 8.9 – Navy Medicine Network Operations Center support

The contractor shall provide support to SPAWAR Charleston and NAVY MEDICINE in the 24 by 7 by 365 operations of the Navy Medicine Network Operations Center. These efforts will incorporate IA, router analysis, firewall analysis, and IAVA compliance.

Subtask 8.10 – Technical Program and Project Management

The contractor shall appoint a program manager specifically charged 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 execution including employment of Lean Six Sigma methodologies in compliance with SSC Charleston requirements and compliance with SSC Charleston's Capability Maturity Model Integration (CMMI) Engineering Process Office (EPO) program. The contractor as part of a team will support projects at SSC at CMMI Level III under the SSC EPO CMMI program. The contractor will be required to utilize the processes and procedures already established for the project and the SSC EPO 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

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management information and data, costs, performance trends, and project progress based on earned value management (EVM). The contractor shall participate in design reviews, technical reviews, audits and discussions, and shall provide SSC Charleston with management status reports that will be updated and delivered on a weekly/monthly basis, or as required.

9.0 GOVERNMENT FURNISHED INFORMATION

The Government shall provide pertinent information necessary to accomplish all required tasks as delineated in this PWS.

10.0 GOVERNMENT FURNISHED MATERIAL

N/A

11.0 GOVERNMENT FURNISHED EQUIPMENT

N/A

12.0 CONTRACTOR FURNISHED MATERIAL

The contractor shall provide pertinent material necessary to accomplish all required tasks as delineated in this PWS.

13.0 CONTRACTOR FURNISHED EQUIPMENT

The contractor shall provide pertinent equipment necessary to accomplish all required tasks as delineated in this PWS.

14.0 TRAVEL REQUIREMENTS

The contractor, as part of project/task performance, shall be required to travel to locations deemed necessary by the TOM. Anticipated travel under this task may include the following trips:

Location Number of People Number of Trips

NMC San Diego (San Diego, CA) 2 2

NH Camp Pendleton (Ocean Side, CA) 2 2

NH Oak Harbor (Oak Harbor, WA) 2 2

NH Corpus Christi (Corpus Christi, TX) 2 2

NH Charleston (Charleston, SC) 2 2

NH Rota (Rota, SPAIN) 2 2

NH Guam (GUAM) 2 2

NH Guantanamo Bay (CUBA) 2 2

NH Cherry Point (North Carolina) 2 2

NH Bremerton (Washington) 3 2

NH LeMoore (California) 2 2

NH Sigonella (ITALY) 2 2

NH Naples (ITALY) 2 2

NH Okinawa (JAPAN) 2 2

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NH Pensacola (Florida) 3 2

NH 29 Palms (California) 3 2

NNMC Bethesda (Maryland) 6 2

NH Yokosuka (JAPAN) 2 2

NAMRU Jakarta (INDONESIA) 2 2

NAMRU Cairo (EGYPT) 2 2

NH Pearl Harbor (Honolulu) 6 2

NAMRU Lima (PERU) 2 2

15.0 DELIVERABLES

REQUIREMENT DUE DATE

Monthly Status Report Due the 10th of the following month

Monthly Financial Report Due the 8th of the following month

Trip Reports As required

Weekly Activity Reports (WAR) Weekly (COB Friday)

White Papers:

- NOC Operations

- Network Architecture Analysis/Design As required

Mitigation Reports As required

SSAA Gap Analysis As required

16.0 WORKLOAD ESTIMATE

Number of man-hours: 97,440 Per year

Other Direct Costs: \$800,000 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 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 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:

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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, 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,

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delivery or other provisions of this contract.

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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.

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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.

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SECTION F DELIVERABLES OR PERFORMANCE

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

1001	8/2/2007 - 8/1/2008
1002	9/23/2007 - 8/1/2009
3001	8/2/2007 - 8/1/2008
3002	9/23/2007 - 8/1/2009

CLIN - DELIVERIES OR PERFORMANCE

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

1001	8/2/2007 - 8/1/2008
1002	9/23/2007 - 8/1/2009
3001	8/2/2007 - 8/1/2008
3002	9/23/2007 - 8/1/2009

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Joseph Eisinger, 726
PO BOX 190022
North Charleston, SC 29419
Joe.Eisinger@navy.mil
843-218-5327

G-314 TYPE OF CONTRACT (DEC 1999)

This is a CPFF task order.

G-317 INVOICING INSTRUCTIONS

(a) Invoice submission shall be in accordance with Clause H-5 of the basic contract, entitled "Submission of Invoices".

(b) The contractor shall electronically submit invoices using the Wide Area Workflow (WAWF) web site located at <https://wawf.eb.mil>. 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.

(c) The following WAWF grid is provided to assist vendors in entering mandatory data into WAWF:

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S2404A DCMA Virginia
DCAA Auditor	Code HAA47F DCAA Fairfax Branch Office
Service Approver	Code N65236
Pay by	Code HQ0338 (DFAS Southern Entitlement

*To be completed at time of award.

ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Kristine Penninger
Code: 02B
Address: PO Box 190022, N. Charleston, SC 29419
Phone: (843) 218-5916
Email: kristine.penninger@navy.mil

Accounting Data

SLINID	PR Number	Amount
100101	N65236-7207C017	1000048.16
LLA :		
AA 9770130 188D 000 65126 0 068688 2D C30050 6512671H34UQ		
Standard Number: N6512607RC30050/AA		
JON: CN5XVX7SUS		
TASKS 8.1-8.10		
100102	N65236-7212C025	88966.91

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LLA :
AB 9770130 188D 000 65126 0 068688 2D C80008 6512678B01UQ
Standard Number: N6512607RC8008/AA
JON: CN5XVX7CIO
TASK 8.1

BASE Funding 1089015.07
Cumulative Funding 1089015.07

MOD 01

100101 N65236-7207C017 2079636.01
LLA :
AA 9770130 188D 000 65126 0 068688 2D C30050 6512671H34UQ
Standard Number: N6512607RC30050/AA
JON: CN5XVX7SUS
TASKS 8.1-8.10

100103 N65236-7261C001 1412001.92
LLA :
AC 9770130 188M 000 00018 A 068688 2D P9B009 000187M9B04Q N68688
Standard Number: N0007807M9B009/AA
JON: C89XVX7GOV
TASK 8.1-8.10

100201 N65236-7261C001 505998.08
LLA :
AC 9770130 188M 000 00018 A 068688 2D P9B009 000187M9B04Q N68688
Standard Number: N0001807MP9B009/AA
JON: C89XVX7GOV
ODCs TASK 8.1-8.10

3001 N65236-7207C017 560000.00
LLA :
AA 9770130 188D 000 65126 0 068688 2D C30050 6512671H34UQ
Standard Number: N6512607RC30050/AA
JON: CN5XVX7SUS
ODCs TASK 8.1-8.10

300201 N65236-7261C001 256000.00
LLA :
AC 9770130 188M 000 00018 A 068688 2D P9B009 000187M9B04Q N68688
Standard Number: N0001807MP9B009/AA
JON: C89XVX7GOV
ODCs TASK 8.1-8.10

MOD 01 Funding 4813636.01
Cumulative Funding 5902651.08

MOD 02

100202 N65236-8052C015 1113921.25
LLA :
AD 9780130 188D 000 65126 0 068688 2D CV0049 6512681H7B4Q
Standard Number: N6512608RCV0049/AA
JON:CN5XVX8SUS
TASKS 8.1-8.10

MOD 02 Funding 1113921.25
Cumulative Funding 7016572.33

MOD 03

100202 N65236-8052C015 2223249.89
LLA :
AD 9780130 188D 000 65126 0 068688 2D CV0049 6512681H7B4Q
Standard Number: N6512608RCV0049/AA
JON:CN5XVX8SUS
TASKS 8.1-8.10

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MOD 03 Funding 2223249.89
Cumulative Funding 9239822.22

MOD 05

100202 N65236-8052C015 500000.00
LLA :
AD 9780130 188D 000 65126 0 068688 2D CV0049 6512681H7B4Q
Standard Number: N6512608RCV0049/AA
JON:CN5XVX8SUS
TASKS 8.1-8.10

100203 N65236-8253C012 200000.00
LLA :
AE 9780130 1884 8404 P8141 2566 81R1M000 (APC:VJMG97) DRAM 84103 012143
Standard Number: DRAM 84103/AA
JON: C07XVX8A00
TASKS 8.1-8.10

MOD 05 Funding 700000.00
Cumulative Funding 9939822.22

MOD 06

100202 N65236-8052C015 (200000.00)
LLA :
AD 9780130 188D 000 65126 0 068688 2D CV0049 6512681H7B4Q
Standard Number: N6512608RCV0049/AA
JON:CN5XVX8SUS
TASKS 8.1-8.10

300202 N65236-8052C015 200000.00
LLA :
AD 9780130 188D 000 65126 0 068688 2D CV0049 6512681H7B4Q
Standard Number: N6512608RCV0049/AA
JON: CN5XVX8SUS
ODCs FOR TASKS 8.1-8.10

MOD 06 Funding 0.00
Cumulative Funding 9939822.22

MOD 07

100202 N65236-8052C015 (96000.00)
LLA :
AD 9780130 188D 000 65126 0 068688 2D CV0049 6512681H7B4Q
Standard Number: N6512608RCV0049/AA
JON:CN5XVX8SUS
TASKS 8.1-8.10

300202 N65236-8052C015 96000.00
LLA :
AD 9780130 188D 000 65126 0 068688 2D CV0049 6512681H7B4Q
Standard Number: N6512608RCV0049/AA
JON: CN5XVX8SUS
ODCs FOR TASKS 8.1-8.10

MOD 07 Funding 0.00
Cumulative Funding 9939822.22

MOD 08

100103 N65236-7261C001 (3438.07)
LLA :
AC 9770130 188M 000 00018 A 068688 2D P9B009 000187M9B04Q N68688
Standard Number: N0007807M9B009/AA
JON: C89XVX7GOV

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TASK 8.1-8.10

100202 N65236-8052C015 (200000.00)
 LLA :
 AD 9780130 188D 000 65126 0 068688 2D CV0049 6512681H7B4Q
 Standard Number: N6512608RCV0049/AA
 JON:CN5XVX8SUS
 TASKS 8.1-8.10

3001 N65236-7207C017 (13164.58)
 LLA :
 AA 9770130 188D 000 65126 0 068688 2D C30050 6512671H34UQ
 Standard Number: N6512607RC30050/AA
 JON: CN5XVX7SUS
 ODCs TASK 8.1-8.10

300201 N65236-7261C001 (203947.09)
 LLA :
 AC 9770130 188M 000 00018 A 068688 2D P9B009 000187M9B04Q N68688
 Standard Number: N0001807MP9B009/AA
 JON: C89XVX7GOV
 ODCs TASK 8.1-8.10

300202 N65236-8052C015 200000.00
 LLA :
 AD 9780130 188D 000 65126 0 068688 2D CV0049 6512681H7B4Q
 Standard Number: N6512608RCV0049/AA
 JON: CN5XVX8SUS
 ODCs FOR TASKS 8.1-8.10

MOD 08 Funding -220549.74
 Cumulative Funding 9719272.48

MOD 09

100202 N65236-8052C015 (58500.00)
 LLA :
 AD 9780130 188D 000 65126 0 068688 2D CV0049 6512681H7B4Q
 Standard Number: N6512608RCV0049/AA
 JON:CN5XVX8SUS
 TASKS 8.1-8.10

300202 N65236-8052C015 58500.00
 LLA :
 AD 9780130 188D 000 65126 0 068688 2D CV0049 6512681H7B4Q
 Standard Number: N6512608RCV0049/AA
 JON: CN5XVX8SUS
 ODCs FOR TASKS 8.1-8.10

MOD 09 Funding 0.00
 Cumulative Funding 9719272.48

MOD 10

100203 N65236-8253C012 (38470.13)
 LLA :
 AE 9780130 188A 8404 P8141 2566 81R1M000 (APC:VJMG97) DRAM 84103 012143
 Standard Number: DRAM 84103/AA
 JON: C07XVX8A00
 TASKS 8.1-8.10

MOD 10 Funding -38470.13
 Cumulative Funding 9680802.35

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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

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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.

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(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).

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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,

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(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), (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

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United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor 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.

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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.

52.222-41 Service Contract Act (1965)

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SECTION J LIST OF ATTACHMENTS

CDRLs

DD254

PP ref sheet

PP questionnaire

supporting cost data

Cost proposal format