

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 23-Jul-2010	4. REQUISITION/PURCHASE REQ. NO. 1300164202	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR SSC ATLANTIC (Charleston) P.O. BOX 190022 North Charleston SC 29419-9022 william.tobin@navy.mil 843-218-5950	CODE N65236	7. ADMINISTERED BY (If other than Item 6) DCMA Baltimore 217 EAST REDWOOD STREET, SUITE 1800 BALTIMORE MD 21202-5299	CODE S2101A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Computer Sciences Corporation 1201 M. Street SE, Suite 400 Washington DC 20003	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4030-V703
	10B. DATED (SEE ITEM 13) 17-Jun-2009
CAGE CODE 8X463	FACILITY CODE 112373324

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 checked="" 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 type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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) William F Tobin, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/William F Tobin (Signature of Contracting Officer)	16C. DATE SIGNED 23-Jul-2010
(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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification is to add funding... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400102	OTHER	0.00	[REDACTED]	[REDACTED]
600102	OTHER	0.00	[REDACTED]	[REDACTED]

The total value of the order is hereby increased by \$0.00 from [REDACTED] to [REDACTED]

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 1 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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	life-cycle support for EKMS products and services (TBD)	1.0 Lot		
100101	ACRN: AA TASKs 8.1, 8.3, 8.7 (OPN)			
100102	ACRN: AB TASK 8.8 (SCN)			
100103	ACRN: AC (OPN)			

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
3001	life-cycle support for EKMS products and services (TBD)	1.0 Lot
300101	ACRN: AA ODCs TASKs 8.1, 8.3 (TBD)	

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4001	life-cycle support for EKMS products and services (TBD)	1.0 Lot		
400101	ACRN AD TASK 8.3.2 (OTHER)			
400102	ACRN AD TASK 8.8.2 (OTHER)			
4002	life-cycle support for EKMS products and services (TBD) Option	1.0 Lot		
4003	life-cycle support for EKMS products and services (TBD) Option	1.0 Lot		
4004	life-cycle support for EKMS products and services (TBD)	1.0 Lot		

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 2 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
6001	life-cycle support for EKMS products and services (TBD)	1.0 Lot [REDACTED]
600101	ACRN AD ODCs TASK 8.3.2 (OTHER)	
600102	ACRN AE ODCs TASK 8.8.2 (OTHER)	
6002	life-cycle support for EKMS products and services (TBD) Option	1.0 Lot [REDACTED]
6003	life-cycle support for EKMS products and services (TBD) Option	1.0 Lot [REDACTED]
6004	life-cycle support for EKMS products and services (TBD) Option	1.0 Lot [REDACTED]

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:

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 3 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

(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 ratio of fee to the estimated total hours then set forth in the contract.

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

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

- (1) The total number of staff-hours of direct labor expended during the applicable period.
- (2) A breakdown of this total showing the number of staff-hours expended in each direct labor classification and associated direct and indirect costs.
- (3) A breakdown of other costs incurred.
- (4) The Contractor's estimate of the total allowable cost incurred under the contract for the period.

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

- (5) The amount by which the estimated cost of this contract may be reduced to recover excess funds and the total amount of staff-hours not expended, if any.
- (6) A calculation of the appropriate fee reduction in accordance with this clause.

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

LIMITATION OF LIABILITY – INCREMENTAL FUNDING

CLINs 1001 & 3001 are incrementally funded and the amount currently available for payment hereunder is limited to [REDACTED]. It is estimated that these funds will cover the cost of performance through 17 June 2010. 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 [REDACTED] shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

CLINs 4001 & 6001 are incrementally funded and the amount currently available for payment hereunder is limited to [REDACTED]. It is estimated that these funds will cover the cost of performance through 17 June 2011. 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 [REDACTED] 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	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3001	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4001	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
6001	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 4 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

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

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

SPAWARSYSCEN-CHARLESTON, Code 562K0, Cryptographic Electronic Key Management Support

1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare System Center Charleston is acquiring Production, Engineering, Test and Evaluation, Logistics, Training, Research and Development, Technical Data Support, Configuration Management, Quality Assurance, and Program Management support services for the Electronic Key Management System (EKMS) and Key Management Infrastructure (KMI) Programs.

2.0 BACKGROUND

EKMS is a key management, cryptographic materials distribution, and logistics support system. NSA established the EKMS program to meet multiple objectives, which include supplying electronic key to cryptographic devices in a secure and timely manner and providing managers of cryptographic material with an automated system capable of generation, production, distribution, storage, accounting, ordering, destruction and access control of cryptographic materials.

The infrastructure of the Electronic Key Management System (EKMS) consists of four tiers designed to provide an integrated, end-to-end key management, and cryptographic material generation, distribution, and accounting system for the Department of Defense (DoD) and civilian agencies. Users of the EKMS system are government and military personnel of the Department of Defense. The four EKMS tiers consist of:

- Tier 0, the topmost layer, consists of the EKMS Central Facility (CF) co-located at the National Security Agency's (NSA) Ft. Meade, MD and Finksburg, MD sites. The CF exists for production, management, and distribution of specialized cryptographic key and materials.
- Tier 1 generates and distributes key, manages the distribution of other cryptographic material and serves as the combined services Central Office of Record (COR). As the COR, the two Primary Tier 1 Segments (PT1S), Fort Huachuca, AZ and San Antonio, TX, perform accounting, privilege management and data repository for Navy, Marine Corps, Coast Guard, Air Force, Army, and other agency COMSEC accounts. An Extended Tier 1 Segment (ET1S) has also been established in Germany.
- Tier 2 is comprised of the COMSEC accounts that use common EKMS components (e.g., the Local COMSEC Management Software (LCMS) installed on the Local Management Device (LMD) and the KOK-22A Key Processor (KP) to manage key and other cryptographic material. The existing Tier 2 Phase 4 systems must be upgraded for compatibility with the other EKMS components; this upgrade has been designated as EKMS Phase 5.
- Tier 3 is comprised of various cryptographic devices that are capable of receiving cryptographic keying material in electronic format. The most common Tier 3 devices includes: the AN/CYZ-10(V)3 Data Transfer Device (DTD), the AN/PYQ-10(C) Simple Key Loader (SKL), the KIK-20 Secure DTD2000 System (SDS), and the Data Management Device Power Station (DMD PS).

The sponsor of the EKMS program is The Program Executive Office, Command, Control, Communications, Computers, and Intelligence (PEO C4I) at COMSPAWARSYSCOM in San Diego, CA. PEO C4I, PMW 160 has overall program management for the Electronic Key Management System (EKMS) and is responsible for directing all aspects of the program (e.g., execution of program funding, system development, system engineering, training, and life cycle support). PEO C4I has tasked SPAWARSYSCEN Charleston, Code 562K0 with the responsibility of EKMS implementation and life-cycle support and as such is designated the In-Service Engineering Agent (ISEA) for this product and services. As the ISEA, Code 562K0 coordinates and monitors the installation activities as directed by SPAWAR PMW 160, and provides follow on maintenance and operational support.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 5 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

In addition to EKMS, the Key Management Infrastructure (KMI) program is also being developed. KMI is a National Security Agency (NSA) program to replace the EKMS program with a net centric architecture. KMI will support the objectives of Cryptographic Modernization Initiative (CMI) and the Global Information Grid (GIG) Information Assurance (IA) strategy. End Cryptographic Units (ECUs) developed under the CMI will result in the need to generate and distribute a significantly greater volume of keying material which could exceed the capacity of EKMS. The KMI program is structured as a spiral software development and is the next generation of key management.

3.0 SCOPE The objective of this Task Order is to obtain the full range of programmatic support services. To assist SSC-C Code 562K0 in performing its primary mission, of supporting PEO C4I PMW 160. SSC-C Code 562KO is responsible for delivering world-wide Key Management services to the Naval forces. The range of Task Order services required will span the following focus areas: Production Support, Engineering, Test and Evaluation, Logistics, Training, Research and Development, Technical Data Support, Configuration Management, Quality Assurance, and Program Management support. This tasking will be performed in support of the EKMS and KMI programs' need to comply with and respond to DoD, DoN, USCG, PMW 160 and NSA requirements.

This tasking provides for life-cycle support for EKMS products and services throughout the Department of the Navy (DoN). World-wide support of deployed forces is required and the handling of classified and COMSEC material is a daily requirement. Support for EKMS includes 650+ Tier 2 EKMS accounts, innumerable Tier 3 EKMS users, 12 schoolhouses, 10 COMSEC Material System Advise and Assistance (CMS A&A) teams, and thousands of COMSEC users. Inadequate support or improper testing/implementation equates to a failure for the ISEA and a potential failure for the warfighter. This task is challenging as EKMS is essential to the warfighting mission of all DoN units.

This effort also includes supporting the development of Key Management Infrastructure (KMI). KMI will be the next generation of key management products and services. The Task Order services needed to support the development of KMI include: reviewing national level documentation, attending national level meetings, developing national level documentation, developing training and Integrated Logistics Support (ILS) packages, and support for training and testing requirements as required for KMI. KMI and EKMS will be supported in parallel until full implementation of KMI is achieved.

4.0 PLACE OF PERFORMANCE

Space and Naval Warfare (SPAWAR) Systems Center (SSC), Charleston, SC

- a. The contractor's facility
- b. Government/other Government facilities as directed

5.0 APPLICABLE DIRECTIVES / REFERENCES

The contractor shall adhere to the following documents in accordance with paragraph 8.0, Performance Requirements:			
Document Type	No./Version	Title	Date
DOD	5200.1-R	Information Security Program	01/14/1997
DODD	8500.01 E	Information Assurance (IA)	10/24/2002
SECNAVINST	5239.3A	DoN Information Assurance (IA) Policy	12/20/2004
OPNAVINST	5239.1 B	Navy Information Assurance (IA) Program	11/09/1999
CJCSM	6510.01 CH 1	Defense in Depth: Information Assurance (IA) and Computer Network Defense (CND)	08/10/2004

6.0 SECURITY

The majority of this tasking will be performed at a SECRET Level. Contractor requests for visit authorizations shall

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 6 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

be submitted in accordance with DOD 5220.22M (Industrial Security Manual for Safeguard of Classified Information) not later than one (1) week prior to visit to SSC Charleston, other government agency, military, and U.S. contractor facilities. Requests shall be forwarded via SSC Charleston, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office, for certification of need-to-know by the specified Delivery Order Contracting Officer's Representative (DOCOR).

7.0 TASK ORDER MANAGER

The TOM for this contract is Mrs. Robin Riley she can be reached at (843) 218-4648 or robin.riley@navy.mil

The Project Engineer for this contract is Mr. Michael Johnson he can be reached at (843) 218-6131 or michael.johnson16@navy.mil

8.0 PERFORMANCE REQUIREMENTS

8.1 Production Support

The purpose of this task is to provide Space and Naval Warfare Systems Center Charleston (SSC-C), Information Assurance Division, Public Key Infrastructure (PKI) and Key Management Branch, In-Service Engineering Agent (ISEA) (Code 562K0) with Production support.

8.1.1 The contractor will conduct market surveys on new computer equipment and ancillaries for both EKMS and KMI suites. The contractor will also perform an obsolete part evaluation on all fielded EKMS products.

8.1.2 The contractor will integrate hardware and software products for both EKMS and KMI suites.

8.1.3 The contractor will ship and receive both classified and unclassified material.

8.1.4 The contractor will procure commercial equipment and software for EKMS and KMI suites.

8.1.5 The contractor will provide replenishment, repair, and warranty action for EKMS and KMI suites as well as Tier 3 devices.

8.1.6 The contractor will provide facilities to support storage of government material.

8.1.7 The contractor will ship Phase 5 equipment from Integration Area to origin of destination as well as develop and maintain a tracking system for this equipment.

8.2 Engineering Support

The purpose of this task is to provide Space and Naval Warfare Systems Center Charleston (SSC-C), Information Assurance Division, Public Key Infrastructure (PKI) and Key Management Branch, In-Service Engineering Agent (ISEA) (Code 562K0) with Engineering support.

This tasking requires extensive knowledge and technical expertise with the EKMS and KMI components. This effort also requires knowledge of and experience with DoN COMSEC infrastructure and experience with the SSC-C Capability Maturity Model Integration (CMMI) process.

8.2.1. The contractor shall provide Subject Matter Experts on EKMS and KMI products.

8.2.2. The contractor will assist the government with the development of the associated CMMI documents to support EKMS and KMI programs.

8.2.3. The contractor shall assist in the design, development, and maintenance of EKMS and KMI architecture documentation.

8.2.4. The contractor shall provide fleet on-site SME assistance per the direction of the government.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 7 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

8.2.5. The contractor shall identify new hardware configurations as technology obsolescence occurs.

8.2.6. The contractor shall maintain a database of problems and resolutions and provide analysis for corrective maintenance action.

8.3 Test and Evaluation Support

The purpose of this task is to provide Space and Naval Warfare Systems Center Charleston (SSC-C), Information Assurance Division, Public Key Infrastructure (PKI) and Key Management Branch, In-Service Engineering Agent (ISEA) (Code 562K0) with Test and Evaluation support.

This tasking requires knowledge of system and integration testing. Extensive knowledge of SCO UNIX, Local COMSEC Management Software (LCMS), Card Loader User Application Software (CLUAS), and Common User Application Software (CUAS) is required.

8.3.1. The contractor will establish and maintain a BETA test site for EKMS and KMI components. This test site will be able to integrate and test all hardware and software components.

8.3.2. The contractor will develop test plans, execute those plans and provide final test reports. The contractor will also maintain a test plan/report database.

8.3.3. The contractor will develop and maintain a Certification and Accreditation Plan for both EKMS and KMI. These plans will be in accordance with DoD 5200.1-R, DoDD 8500.01 E, OPNAVINST 5239.1 B and SECNAVINST 5239.3A.

8.3.4. The contractor will submit System Security Authorization Agreement (SSAA) based upon DITSCAP/DIACAP procedures. As part of the SSAA, the contractor will perform Certification Test and Evaluation (CT&E) as well as Security Test and Evaluation (ST&E). The contractor will have knowledge of and the capability to implement appropriate Security Technical Implementation Guides (STIG) for the various EKMS and KMI components.

8.3.5. The contractor will assist the government representative with input in Department of the Navy (DoN) Application and Database Management System (DADMS). The contractor will also have knowledge of and experience with Information Assurance Vulnerability Management and the DoD program (CJCSM 6510.01) for this process.

8.4 Logistics and Training Support

The purpose of this task is to provide Space and Naval Warfare Systems Center Charleston (SSC-C), Information Assurance Division, Public Key Infrastructure (PKI) and Key Management Branch, In-Service Engineering Agent (ISEA) (Code 562K0) with Logistics and Training support.

This tasking requires the contractor to have knowledge of and experience with the maintenance and depot support of EKMS and KMI components.

8.4.1. The contractor will develop and maintain a tracking database for Key Processor re-certification schedule. This database will be used to support the COMSEC Material Issuing Office (CMIO) in Norfolk, VA.

8.4.2. The contractor will establish a depot support function for screening fill devices such as the Data Transfer Device (DTD) and the Simple Key Loader (SKL). The contractor will receive devices from CMIO, evaluate them, reload software if applicable, and return these devices to the CMIO.

8.4.3. The contractor will develop various logistics documents including but not limited to User Logistics Support Summaries (ULSS), Advanced Parts Lists (APL), Integrated Logistics Support (ILS) certifications, Cost Based Analysis (CBA), Ship Change Document (SCD), Field Change documents, Engineering Change documents, and Fleet Readiness Certification Board (FRCB) documents.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 8 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

8.4.4 The contractor will develop and support new equipment training teams that will provide mobile training to various fleet regions.

8.4.5 The contractor will provide experienced EKMS training personnel to develop training material for EKMS and KMI products. This material will consist of operator's manuals, technical manuals, Computer Based Training (CBT), Interactive Electronic Technical Manuals (IETM), and formal Navy schoolhouse courses of instruction (COI). All training materials will be compliant with the web based electronic-learning standard, Shareable Content Object Reference Model (SCORM).

8.4.6 The contractor will provide personnel that have proven experience in submitting Cost Based Analysis and Ship Change Documents within the Navy Data Environment.

8.5 Research and Development and Technical Data Support

The purpose of this task is to provide Space and Naval Warfare Systems Center Charleston (SSC-C), Information Assurance Division, Public Key Infrastructure (PKI) and Key Management Branch, In-Service Engineering Agent (ISEA) (Code 562K0) with Research and Development and Technical Data Support.

This tasking will require extensive knowledge of industry products and the evolution of technology with respect to the current and future fielding plans of EKMS and KMI.

8.5.1 The contractor will provide the government with technical documentation of future products and the availability of products currently being fielded.

8.5.2 The contractor will investigate cost effective alternatives to products currently fielded.

8.5.3 The contractor will provide the government with technical data to support the need to improve current and future products to be fielded.

8.6 Configuration Management and Quality Assurance Support

The purpose of this task is to provide Space and Naval Warfare Systems Center Charleston (SSC-C), Information Assurance Division, Public Key Infrastructure (PKI) and Key Management Branch, In-Service Engineering Agent (ISEA) (Code 562K0) with Configuration Management and Quality Assurance Support.

This tasking will require extensive knowledge of Quality Assurance and Configuration Management practices utilized by SSC-C.

8.6.1 The contractor will develop and implement a Configuration Management Plan for internal control of software integration and fielding.

8.6.2 The contractor will develop and implement a database for tracking configuration of fielded systems.

8.6.3 The contractor will maintain the hardware configuration baseline and provide annual review and risk assessment of this baseline.

8.6.4 The contractor will develop and implement a Quality Assurance Plan for the staging, integration, shipping, and receiving of EKMS and KMI products.

8.7 Program Management Support

The purpose of this task is to provide Space and Naval Warfare Systems Center Charleston (SSC-C), Information Assurance Division, Public Key Infrastructure (PKI) and Key Management Branch, In-Service Engineering Agent (ISEA) (Code 562K0) with Program Management support.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 9 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

This tasking requires knowledge of and experience with government procurement and acquisition processes. This work will be primarily accomplished at government facilities.

- 8.7.1. The contractor will provide experienced personnel to support the execution of the government procurement process.
- 8.7.2. The contractor shall provide administrative support such as preparation of PowerPoint briefs to support the government Program Manager.
- 8.7.3. The contractor shall prepare input to the EKMS/KMI program plan and budget as required.
- 8.7.4. The contractor shall prepare input to the Quarterly Status report for EKMS/KMI
- 8.7.5. The contractor shall prepare input to the Weekly Activity report for EKMS/KMI
- 8.7.6 The contractor will review and provide input to Key Management Plans
- 8.7.7. The contractor shall establish a Program Management Infrastructure with direct access to senior corporate managers. The PMO will be granted the responsibility and authority to control aspects of the EKMS program within cost and scope to ensure successful contract completion.
- 8.7.8. The contractor PMO shall deliver a Program Management Plan (PMP) that will include plans for conducting all activities within this statement of objectives.
- 8.7.9. The contractor shall deliver an Integrated Master Schedule which illustrates a timeline when activities as outlined in this work statement will be completed.
- 8.7.10. The contractor shall provide a space for the government Program Manager to reside at the contractor facility.

8.8 Installation Support

The purpose of this task is to provide Space and Naval Warfare Systems Center Charleston (SSC-C), Information Assurance Division, Public Key Infrastructure (PKI) and Key Management Branch, In-Service Engineering Agent (ISEA) (Code 562K0) with Installation Support.

This tasking requires knowledge of and experience with new EKMS installations, EKMS Phase V upgrades, and all EKMS user application software associated with LCMS.

- 8.8.1. The contractor will provide experienced personnel to perform EKMS hardware installations
- 8.8.2. The contractor will provide personnel experienced in EKMS SCN (Ship Building & Conversion Navy) Installations.
- 8.8.3. The contractor will provide personnel experienced with the installation of the following EKMS application software: CUAS (Common User Application Software), CLUAS (Card Loader User Application Software), LCMS 5.1 (Local COMSEC Management Software), and Phase V KP MPUP.
- 8.8.4. The contractor shall provide administrative support such as preparation of PowerPoint briefs to support the government EKMS installations.
- 8.8.5. The contractor shall provide inputs to the EKMS installation work plan..
- 8.8.6. The contractor shall complete System operational verification test (SOVTs) upon the completion EKMS installations
- 8.8.7. The contractor shall provide inputs Weekly informing status of all EKMS installations.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 10 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

8.8.8 The contractor will review and provide installation design packages and system drawings for EKMS installations

8.8.9. The contractor shall update the status of EKMS installations in the following databases: SPIDER, IMOnet, NDE, Documentum, & CNE.

8.8.10. The contractor shall integrate and ship equipment associated with EKMS installations.

9.0 GOVERNMENT FURNISHED INFORMATION

Documents listed below form a part of this Statement of Work. Unless otherwise specified, the date for each referenced document cited is the latest edition. The contractor may pursue and propose alternatives to the listed references throughout delivery order performance. Should an acceptable alternative be proposed, the delivery order shall be appropriately modified. All GFI will be returned upon completion of the tasks.

- a. CMS Policies and Procedures for Navy Tier 2 Electronic Key Management System (EKMS 1 (effective edition)).
- b. Operational Systems Security Doctrine for the Local Management Device/Key Processor (LMD/KP) (KOK-22) (current edition).
- c. User's Logistics Support Summary (ULSS) for the Navy Electronic Key Management System (EKMS) Tiers 2 & 3 (current edition)
- d. Local Management Device/Key Processor (LMD/KP) Operators Manual (EKMS-704C (series) (latest edition)).
- e. Navy Electronic Key Management System (EKMS) Tier 2 Phase 5 Transition Plan (draft) dated 25 May 2006 (latest edition)
- f. The SSC Charleston Project Engineer shall provide all unclassified documentation associated with the GFI necessary to complete the tasking outlined above. All classified documentation shall be retained at SSC Charleston, and shall be provided on an as-needed basis. The contractor shall coordinate with the Project Engineer to obtain copies of classified information at least ten (10) days prior to the scheduled start of a task.

10.0 GOVERNMENT FURNISHED MATERIAL

The government will provide all material necessary to support the EKMS program. The contractor will create a tracking method for the GFM and store this data in a centralized database. All GFM used in the creation of EKMS and KMI platforms for DoD sites will be shipped and tracked accordingly. In the case of an overage of material, all excess GFM will be returned to SSC-C code 562K0.

11.0 GOVERNMENT FURNISHED EQUIPMENT

N/A

12.0 CONTRACTOR FURNISHED MATERIAL

The Contractor will purchase material for presentation, program briefings, training, and testing. Materials to be purchased include, but are not limited to: consumable paper, slides binding, boxes, tapes, test cables, test connectors, packing material, CD's loaded with training material for distribution during EKMS training classes as directed by the Project Engineer. Excess material will be returned to the government Project Engineer upon completion of this delivery order.

13.0 CONTRACTOR FURNISHED EQUIPMENT N/A

14.0 TRAVEL REQUIREMENTS

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 11 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Estimated annual travel requirements are as follows:

Location	# Trips	# Travelers	Duration
Agana, GU	2	1	3 Days
Alameda, CA	2	1	3 Days
Albany, GA	2	1	3 Days
Allentown, PA	2	1	3 Days
Anchorage, AK	2	1	3 Days
Andrews AFB, MD	2	1	3 Days
Andros Island, Bahamas	2	1	3 Days
Arlington, VA	4	1	3 Days
Astoria, OR	1	1	3 Days
Atlanta, GA	1	1	3 Days
Atlantic Beach, NC	1	1	3 Days
Atlantic City, NJ	1	1	3 Days
Atsugi, JA	1	1	3 Days
Aurora, CO	1	1	3 Days
Bath, ME	1	1	3 Days
Bahrain	1	1	3 Days
Baltimore, MD	1	1	3 Days
Bangor, WA	1	1	3 Days
Barking Sands, HI	1	1	3 Days
Barstow, CA	2	1	3 Days
Beaufort, SC	1	1	3 Days
Belle Chase, LA	1	1	3 Days
Bessemer, AL	1	1	3 Days
Boston, MA	2	1	3 Days
Bremerton, WA	1	1	3 Days
Bridgeton, MO	1	1	3 Days
Brooklyn, NY	1	1	3 Days
Brookpark, OH	1	1	3 Days
Brunswick, ME	1	1	3 Days
Buffalo, NY	1	1	3 Days
Camp Edwards, MA	1	1	3 Days
Camp Lejeune, NC	4	1	3 Days
Camp Pendleton, CA	1	1	3 Days
Camp Smith, HI	1	1	3 Days
Cape Canavale, FL	1	1	3 Days
Cape Cod, MA	1	1	3 Days
Cape May, NJ	1	1	3 Days
Charleston, SC	2	1	3 Days
Charlotte, NC	1	1	3 Days
Cherry Point, NC	1	1	3 Days
Chesapeake, VA	1	1	3 Days
Chicago, IL	1	1	3 Days
Chicope, MA	1	1	3 Days

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 12 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

China Lake, CA	1	1	3 Days
Chinhae, KO	1	1	3 Days
Cincinnati, OH	1	1	3 Days
Clearwater, FL	1	1	3 Days
Cleveland, OH	1	1	3 Days
Corona, CA	1	1	3 Days
Corpus Christi, TX	1	1	3 Days
Crane, IN	1	1	3 Days
Dahlgren, VA	1	1	3 Days
Dallas, TX	1	1	3 Days
Detroit, MI	1	1	3 Days
Diego Garcia, Indian Ocean	1	1	3 Days
Earl, NJ	1	1	3 Days
Edwards AFB, CA	1	1	3 Days
Elizabeth City, NC	3	1	3 Days
Encino, CA	1	1	3 Days
EUR	1	1	3 Days
Eureka, CA	1	1	3 Days
Everett, WA	1	1	3 Days
Fallon, NV	1	1	3 Days
Ft Worth, TX	1	1	3 Days
Ft. Dix, NJ	1	1	3 Days
Ft. Lewis, WA	1	1	3 Days
Ft. Sheridan, IL	1	1	3 Days
Ft. Wayne, IN	1	1	3 Days
Ft. Worth, TX	1	1	3 Days
Futema, Okinawa, JA	1	1	3 Days
Galveston, TX	1	1	3 Days
Garden City, NY	1	1	3 Days
Grand Prairie, TX	1	1	3 Days
Greensboro, NC	1	1	3 Days
Groton, CT	1	1	3 Days
Guam	1	1	3 Days
Guantanamo Bay, CU	1	1	3 Days
Gulfport, MS	1	1	3 Days
Honolulu, HI	1	1	3 Days
Indianhead, MD	1	1	3 Days
Indianapolis, IN	1	1	3 Days
Ingleside, TX	1	1	3 Days
Iwakuni, JA	1	1	3 Days
Jacksonville, FL	1	1	3 Days
Juneau, AK	1	1	3 Days
Kaneohe, HI	1	1	3 Days
Kansas City, MO	1	1	3 Days
Keflavik, Iceland	1	1	3 Days
Key West, FL	1	1	3 Days
Keyport, WA	1	1	3 Days
Kings Bay, GA	1	1	3 Days

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 13 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Kodiak, AK	1	1	3 Days
Kunia, HI	1	1	3 Days
Lakehurst, NJ	1	1	3 Days
Lemoore, CA	1	1	3 Days
Little Creek, VA	1	1	3 Days
London, UK	1	1	3 Days
Long Beach, CA	1	1	3 Days
Marriet, GA	1	1	3 Days
Mayport, FL	1	1	3 Days
Mechanicsburg, PA	1	1	3 Days
Miami, FL	1	1	3 Days
Millington, TN	1	1	3 Days
Mirimar, CA	1	1	3 Days
Misawa, JA	1	1	3 Days
Mobile, AL	1	1	3 Days
Monterey, CA	1	1	3 Days
Moorestown, NJ	1	1	3 Days
Morgantown, WV	1	1	3 Days
Moriches, NY	1	1	3 Days
Naples, IT	1	1	3 Days
New Bedford, MA	1	1	3 Days
New Haven CT	1	1	3 Days
New London, CT	1	1	3 Days
New London, CT	1	1	3 Days
New Orleans, LA	1	1	3 Days
New York, NY	1	1	3 Days
Newburg, NY	1	1	3 Days
Newcastle, NH	1	1	3 Days
Newport News, VA	1	1	3 Days
Newport, RI	1	1	3 Days
Norfolk, VA	1	1	3 Days
North Bend, OR	1	1	3 Days
Oahu, HI	1	1	3 Days
Oakland, CA	1	1	3 Days
Okinawa, JA	1	1	3 Days
Oklahoma City, OK	1	1	3 Days
Orlando, FL	1	1	3 Days
Panama City, FL	1	1	3 Days
Pasadena, CA	1	1	3 Days
Pascagoula, MS	3	1	3 Days
Patrick AFB, FL	1	1	3 Days
Patuxent, MD	1	1	3 Days
Pearl Harbor, HI	1	1	3 Days
Pensacola, FL	1	1	3 Days
Philadelphia, PA	1	1	3 Days
Port Angeles, WA	1	1	3 Days
Port Hueneme, CA	1	1	3 Days

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 14 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Portland, ME	1	1	3 Days
Portland, OR	1	1	3 Days
Portland, OR	1	1	3 Days
Portsmouth, VA	1	1	3 Days
Prospect Harbor, ME	1	1	3 Days
Pt Reyes, CA	1	1	3 Days
Pt. Mugu, CA	1	1	3 Days
Puget Sound, WA	1	1	3 Days
Quantico, VA	3	2	3 Days
Red Bank, NJ	1	1	3 Days
Reno, NV	2	3	3 Days
Rochester, NY	1	1	3 Days
Roosevelt Road, Puerto Rico	1	1	3 Days
Rota, SP	1	1	3 Days
San Antonio, TX	1	1	3 Days
San Diego, CA	3	2	3 Days
San Francisco, CA	1	1	3 Days
San Jose, CA	1	1	3 Days
San Juan, PR	1	1	3 Days
San Pedro, CA	1	1	3 Days
San Raphael, CA	1	1	3 Days
Sardina, Italy	1	1	3 Days
Sasabo, JA	1	1	3 Days
Seattle, WA	1	1	3 Days
Seoul, KO	1	1	3 Days
Sicily, Italy	1	1	3 Days
Silverdale, WA	1	1	3 Days
Singapore	1	1	3 Days
Souda Bay, Greece	1	1	3 Days
Southwest Harbor, ME	1	1	3 Days
Spokane, WA	1	1	3 Days
St. Indigos, MD	1	1	3 Days
St. Louis, MO	1	1	3 Days
St. Mawgan, UK	1	1	3 Days
St. Petersburg, FL	1	1	3 Days
Stennis, MS	1	1	3 Days
Stuttgart, GE	1	1	3 Days
Sugar Grove, WV	1	1	3 Days
Tampa, FL	1	1	3 Days
Toledo, OH	1	1	3 Days
Twenty-nine Palms, CA	1	1	3 Days
Virginia Beach, VA	1	1	3 Days
Waianae, HI	1	1	3 Days
Wallops Island, VA	1	1	3 Days
Warrenton, OR	1	1	3 Days
Warrenton, OR	1	1	3 Days
Washington, DC	3	2	3 Days
West Palm Beach, FL	1	1	3 Days
Whidbey Island, WA	1	1	3 Days
Williamsburg,	1	1	3 Days

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 15 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

Willow Grove, PA	1	1	3 Days
Wilmington, NC	1	1	3 Days
Wichita, KS	1	1	3 Days
Woods Hole, MA	1	1	3 Days
Worcester, MA	1	1	3 Days
Yokosuka, JA	1	1	3 Days
Yorktown, VA	1	1	3 Days
Yuma, AZ	1	1	3 Days

15.0 DELIVERABLES

	Deliverable:	Due Date:
a.	Centralized Integration facility with Beta Test Site	Upon Award
b.	Program Management Infrastructure	Upon Award
c.	Work space for government Program Manager	Upon Award
d.	Program Management Plan	3 Months after Award
e.	Integrated Master Schedule	3 Months after Award
f.	Quality Assurance Plan	Yearly
g.	Configuration Management Plan	Yearly
h.	Documentation of Test Plans and procedures	As Requested
i.	Financial Report	Monthly
j.	Inventory Report	Monthly
k.	Implementation Plan for Tier 3 Devices (ex. SKL and DMD)	Quarterly
l.	Develop, Maintain, and Provide tracking metrics for Key Processor (KP) and Tier 3 Fill Devices.	Weekly and/or As Requested
m.	Input to the Weekly Activity Report for EKMS/KMI	Weekly
n.	A detailed monthly progress report of activities for tasks as outlined in this SOW along with financial status.	By the 15 th of each month
o.	Minutes and Trip Reports	5 working days after completion of travel
p.	Program briefing updates/recommendations	As directed
q.	Inputs for the SPAWAR quarterly program review	When required by the Project Engineer
r.	Inputs for Key Management Plans and other KMI documents	As Requested
s.	Documentation of technical procedures	As Requested
t.	Test Plan Reports for EKMS/KMI related testing	Upon Completion
u.	Certification and Accreditation Reports	As Requested
v.	Obsolete Part Evaluation	Every 6 Months
w.	Training Packages & Plans	As Requested

16.0 WORKLOAD ESTIMATE

Number of man-hours: 33800 PER YEAR

Other Direct Costs: ██████████

C-313 SECURITY REQUIREMENTS (DEC 1999)

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 16 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

_____ [Contracting officer insert level of security (confidential, Secret, etc.)].

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:

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 17 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

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

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

- __ 36 C.F.R. § 1194.21 (Software Applications and operating systems)
- __ 36 C.F.R. § 1194.22 (Web-based and internet information and applications)
- __ 36 C.F.R. § 1194.23 (Telecommunications products)
- __ 36 C.F.R. § 1194.24 (Video and multimedia products)
- __ 36 C.F.R. § 1194.25 (Self contained, closed products)
- __ 36 C.F.R. § 1194.26 (Desktop and portable computers)

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

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

(End of specification)

C-719 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 18 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(JUN 2001)

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

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

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

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

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

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

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

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

C-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

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

QUALITY ASSURANCE PLAN

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

(2) Performance Standards:

a. The deliverables under this task order will be consistently technically accurate.

b. The services delivered under this task order will be consistently of high quality.

c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).

d. The contractor will be consistently responsive to Government customers in its performance of this task order.

e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

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

a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 19 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.

c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.

b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:

i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and

ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 20 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

SHIP TO INFORMATION:

See Section G - Task Order Manager

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 21 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 22 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

1001	6/17/2009 - 6/16/2010
3001	6/17/2009 - 6/16/2010
4001	6/17/2010 - 6/16/2011
6001	6/17/2010 - 6/16/2011

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

4002	6/17/2011 - 6/16/2012
4003	6/17/2012 - 6/16/2013
4004	6/17/2013 - 6/16/2014
6002	6/17/2011 - 6/16/2012
6003	6/17/2012 - 6/16/2013
6004	6/17/2013 - 6/16/2014

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 23 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager
Robin Riley,
PO Box 190022
N. Charleston, SC 29419
robin.riley@navy.mil
843-218-4648

G-314 TYPE OF CONTRACT (DEC 1999)

This is a CPFF task order.

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

(a) Invoices for services rendered under this task order shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.

(d) A separate invoice will be prepared no more frequently than every two weeks. Do not combine the payment claims for services provided under this contract.

(e) The following information is provided for completion of the invoice in WAWF:

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S2101A DCMA MARYLAND
DCAA Auditor	Code HAA471 DCAA CSC RESIDENT
Service Approver	Code S2101A DCMA MARYLAND
Pay by	Code HQ0338 DFAS SOUTH ENTITLEMENT OPERATIONS

*To be completed at time of award.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 24 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

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

ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: Robert Meddick
Code: 8.6.2
Address: PO Box 190022, N. Charleston, SC 29419
Phone: (843) 218-5115
Email: robert.meddick@navy.mil

Accounting Data		Amount
SLINID	PR Number	
100101	N65236-9114C039	[REDACTED]
LLA :		
AA 97X4930 NH3S 000 77777 0 065236 2F 000000 B9114C039AAN		
JON: CGDXSP9C04		
TASKs 8.1, 8.3, 8.7		
100102	N65236-9114C040	[REDACTED]
LLA :		
AB 97X4930 NH3S 000 77777 0 065236 2F 000000 B9114C040AAN		
JON: CGDXSP9A00		
TASK 8.8		
300101	N65236-9114C039	[REDACTED]
LLA :		
AA 97X4930 NH3S 000 77777 0 065236 2F 000000 B9114C039AAN		
JON: CGDXSP9C04		
ODCs TASKS 8.1, 8.3		

BASE Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 01

100103	N65236-9268C019	[REDACTED]
LLA :		
AC 97X4930 NH3S 000 77777 0 065236 2F 000000 B9268C019AAN		
JON:CGDXP9C06		

MOD 01 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 02

400101	1300164181	[REDACTED]
LLA :		
AD 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000484865		

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 25 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

NWA: 100000397884 0010
TASK 8.3.2

600101 1300164181 [REDACTED]
LLA :
AD 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000484865
NWA: 100000397884 0010
ODCs TASK 8.3.2

MOD 02 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 03

400102 1300164202 [REDACTED]
LLA :
AE 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000484988
NAW: 100000422249 0010
TASK 8.8.2

600102 1300164202 [REDACTED]
LLA :
AE 97X4930 NH3S 255 77777 0 050120 2F 000000 A00000484988
NWA: 100000422249 0010
ODCs TASK 8.8.2

MOD 03 Funding [REDACTED]
Cumulative Funding [REDACTED]

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 26 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

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

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

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

H-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

(a) Contractor Request and Government Approval of Travel

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

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

(b) General

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 27 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

(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 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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 28 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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.

(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.

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 29 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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).

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 30 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

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

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

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

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 31 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

or based upon such information. This prohibition shall not expire after a given period of time.

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

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 32 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

appropriate.

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

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

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 33 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

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

(a) The Government may extend the term of this task order by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

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

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

52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)

CONTRACT NO. N00178-04-D-4030	DELIVERY ORDER NO. V703	AMENDMENT/MODIFICATION NO. 03	PAGE 34 of 34	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

CDRLS

DD254

Past Perf Ref Sheets

PPQ

Cost Proposal

Cost Data

Personnel Qualifications