

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. 22	3. EFFECTIVE DATE 16-Sep-2009	4. REQUISITION/PURCHASE REQ. NO. N00178-04-D-4026-V70222		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR SSC ATLANTIC (Charleston) P.O. BOX 190022 North Charleston SC 29419-9022 vincent.dellinger@navy.mil 843-218-4280	CODE N65236	7. ADMINISTERED BY (If other than Item 6) DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342		CODE S2404A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI Technologies, Inc. 14151 Park Meadow Drive Chantilly VA 20151	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4026-V702
	10B. DATED (SEE ITEM 13) 02-Jul-2008
CAGE CODE 8D014	FACILITY CODE 057364507

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.

<input type="checkbox"/>	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"/>	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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Pursuant to FAR Clause 52.232-22, Limitation of funds.
<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) Vincent M Dellinger, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Vincent M Dellinger (Signature of Contracting Officer)	16C. DATE SIGNED 16-Sep-2009
(Signature of person authorized to sign)			

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GENERAL INFORMATION

The purpose of this modification is to realign the ceiling and add incremental funding as follows:

1. Realign the ceiling of V702 by decreasing the Base Year CLIN 1001 and Option Year 1 CLIN 1101:

Decrease CLIN 1001 BY [REDACTED] FROM [REDACTED] TO [REDACTED]
 Decrease CLIN 1101 BY [REDACTED] FROM [REDACTED] TO [REDACTED]

2. Add the total amount of the decrease [REDACTED] to V701 Option Year 1 CLIN 1101.

3. Add incremental funding:

MOD 22

110113 [REDACTED]

LLA :

BA 219 2020 0000 8K 3255 134K9800000 2512 8DNDDM MIPR9L85DAV216 012197 DM8DND DSSN:557
0

JON: DHOVTX9LKM

DOC: MIPR9L85DAV216 / AA

REQN: N65236-9242-C025

Supports PWS 8.20,8.21,8.22, & 8.23

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 16 SEP 09.

110114 [REDACTED]

LLA :

BB 9780130 1833 AC8 154E 652394 000000 59200 65013F 667100 F67100 FSR:004091 PSR:44773
1 DSR:371880

JON: DC1WTX9NEL

DOC: F1ATD49208G001 / AA

REQN: N65236-9246-C038

Supports PWS 8.1,8.7, & 8.10

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 16 SEP 09.

110115 [REDACTED]

LLA :

BC 979 0130 1831 0 74 8107 28300000000 25FB P14RAH MIPR9IBRO00028 4RAHP1 018064

JON: DWONEX9BGG

DOC:MIPR9ISPA00028 / AA

REQN: N65236-9246-C039

Supports PWS 8.1, 8.7, 8.10

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 16 SEP 09.

110116 [REDACTED]

LLA :

BD 9790130 1833 AC9 154E 662390 000000 59200 65013F 667100 F67100 FSR:002428 PSR:04638
0 DSR:044584

JON: DC1WEX9HBN

DOC:F1ATD49222G002 / AA

REQN: N65236-9246-C040

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Supports PWS 8.1, 8.7, & 8.10

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 16 SEP 09.

110117

LLA :

BE 2192080 0000 0 24 2433 114R10.00000 252B 2968L5 MIPR9MAPHT6844 68L529 028013

JON: DMWVUX9A01

DOC:MIPR9MAPHT6844 / AA

REQN: N65236-9254-C003

Supports PWS 8.2.1, 8.2.2, & 8.2.3

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 16 SEP 09.

MOD 22 Funding

Accordingly, said Task Order is modified as follows and a conformed copy of this Task Order is attached to this modification for informational purposes only.

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 (\$)
110113	OTHER	[REDACTED]	[REDACTED]	[REDACTED]
110114	OTHER	[REDACTED]	[REDACTED]	[REDACTED]
110115	OTHER	[REDACTED]	[REDACTED]	[REDACTED]
110116	OTHER	[REDACTED]	[REDACTED]	[REDACTED]
110117	OTHER	[REDACTED]	[REDACTED]	[REDACTED]

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

CLIN/SLIN	From (\$)	By (\$)	To (\$)
1001	[REDACTED]	[REDACTED]	[REDACTED]
1101	[REDACTED]	[REDACTED]	[REDACTED]

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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	Base Year - Program management and other support services as required by the attached Performance Work Statement for multiple FBI CALEA, FBI COOP and FBI Collaboration projects (OTHER)				
100101	JON: DMVBGX8R12 DOC: F1AF118119GG02/AA REQ: N65236-8182-C005 (OTHER)				
100102	JON: DMQVGX8QA2 DOC: F3NF348113GG02/AA REQ: N65236-8182-C006 (OTHER)				
100103	JON: DMQVGX8KIM DOC: F2FT288091G001 REQN: N65236-8182-C007 (OTHER)				
100104	JON: D8NVBX81WS DOC: N6856108WX00016 / AA REQN: N65236-8228-C023 (OTHER)				
100105	JON: DMQVGX8KIM DOC: F2FT288091G001 / AA REQN: N65236-8182-C007 (OTHER)				
100106	JON: DMVBGX8BGT				

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DOC:
F2KFAA8164G002 /
AA
REQN:
N65236-8232-C006
(OTHER)

100107 JON: DMWVEX8MKI
DOC:
MIPR8K8D170193 /
AA
REQN:
N65236-8239-C071
(OTHER)

100108 JON: DMQVGX8JIO
DOC:
F1AF118221GG04 /
AA
REQN: 8246-C010
(OTHER)

100109 JON: DWVENX8MNB
DOC:
MIPR8LDASP0051 /
AA
REQN:
N65236-8263-C004
(OTHER)

100110 JON: AEFRYX90V0
DOC:
N0003909WXFM353 /
AB
REQN:
N65236-8318-C007
(OTHER)

100111 JON: AEFRYX90V0
DOC:
N0003909WXFM353 /
AB
REQN:
N65236-8318-C007
(OTHER)

100112 JON: CRLZSX9A01
DOC:
N6107509RCIT007 /
AA
REQN:
N65236-9041-C013
(OTHER)

100113 JON: CRLZSX9A01
DOC:
N6107509RCIT007 /
AA
REQN:
N65236-9041-C013
(OTHER)

100114 JON: D8NVBX9RFV
DOC:
HQ011009AM98717 /

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AA
 REQN:
 N65236-9063-C018
 (OTHER)

100115 JON: D8CANX9MIL
 DOC:
 HC104609MR9N800 /
 AA
 REQN:
 N65236-9063-C019
 (OTHER)

100116 JON: ACANEX9KIM
 DOC:
 N0001409WX20302 /
 AB
 REQN:
 N65236-9086-C010
 (OTHER)

100117 JON: AEFYX90V0
 DOC:
 N0003909WXXFM353/
 AB
 REQN:
 N65236-8318-C007
 (OTHER)

100118 JON:D8NVBX9EWD
 DOC:
 HQ011009AM98716 /
 AA
 REQN:
 N65236-9113-C006
 (OTHER)

100119 JON: D8NVBX94AC
 DOC:
 W90QVA09JDA0123 /
 AA
 REQN:
 N65236-9148-C009
 (OTHER)

1101 Option Year 1 - ████████ ████████ ████████ ████████
 Program
 management and
 other support
 services as
 required by the
 attached
 Performance Work
 Statement for
 multiple FBI
 CALEA, FBI COOP
 and FBI
 Collaboration
 projects (OTHER)

110101 ACRN AK
 JON: AEFYX90V0
 REQN:
 N65236-8318-C007
 (OTHER)

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110102 ACRN AP
 JON: D8CANX9MIL
 REQN:
 N65236-9063-C019
 (OTHER)

110103 ACRN AR
 JON: DHOVZX9IKM
 REQN:
 N65236-9219-C008
 (OTHER)

110104 ACRN AS
 JON: D8NVBX9AF
 N65236-9222-C034
 (OTHER)

110105 ACRN AT
 JON: D8NVUX9AF3
 REQN:
 N65236-9222-C035
 (OTHER)

110106 ACRN AU
 JON: E8NUCX9TD3
 REQN:
 N65236-9224-C022
 (OTHER)

110107 ACRN: AV
 JON: DHOVZX9RAM
 REQN:
 N65236-9226-C027
 (OTHER)

110108 ACRN: AW
 JON: DMUVTX9FEW
 REQN:
 N65236-9240-C011
 (OTHER)

110109 ACRN: AP
 JON: D8CANX9MIL
 REQN:
 N65236-9063-C019
 (OTHER)

110110 ACRN: AP
 JON: D8CANX9MIL
 REQN:
 N65236-9063-C019
 (OTHER)

110111 ACRN: AY
 JON: ACANEX9456
 REQN:
 N65236-9232-C062
 (OTHER)

110112 ACRN: AZ
 JON: AR2SEX9000
 REQN:
 N65236-9232-C061
 (OTHER)

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110113 ACRN: BA
 JON: DHOVTX9LKM
 REQN:
 N65236-9242-C025
 (OTHER)

110114 ACRN: BB
 JON: DC1WTX9NEL
 REQN:
 N65236-9246-C038
 (OTHER)

110115 ACRN: BC
 JON: DWONEX9BGG
 REQN:
 N65236-9246-C039
 (OTHER)

110116 ACRN: BD
 JON: DC1WEX9HBN
 REQN:
 N65236-9246-C040
 (OTHER)

110117 ACRN: BE
 JON: DMWVUX9A01
 REQN:
 N65236-9254-C003
 (OTHER)

1201 Option Year 2 - [REDACTED] [REDACTED] [REDACTED] [REDACTED]
 Program
 management and
 other support
 services as
 required by the
 attached
 Performance Work
 Statement for
 multiple FBI
 CALEA, FBI COOP
 and FBI
 Collaboration
 projects (OTHER)
 Option

1301 Option Year 3 - [REDACTED] [REDACTED] [REDACTED] [REDACTED]
 Program
 management and
 other support
 services as
 required by the
 attached
 Performance Work
 Statement for
 multiple FBI
 CALEA, FBI COOP
 and FBI
 Collaboration
 projects (TBD)
 Option

1401 Option Year 4 - [REDACTED] [REDACTED] [REDACTED] [REDACTED]
 Program

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management and other support services as required by the attached Performance Work Statement for multiple FBI CALEA, FBI COOP and FBI Collaboration projects (TBD) Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
3001	Base Year - Other Direct Costs - Non-Fee Bearing (TBD)		
3101	Option Year 1 - Other Direct Costs - Non-Fee Bearing (TBD) Option		
3201	Option Year 3 - Other Direct Costs - Non-Fee Bearing (TBD) Option		
3301	Option Year 3 - Other Direct Costs - Non-Fee Bearing (TBD) Option		
3401	Option Year 4 - Other Direct Costs - Non-Fee Bearing (TBD) Option		

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.

5252.216-9200 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JAN 1989)

FIXED FEE [REDACTED] Base Year [REDACTED] 1st Option Year; [REDACTED] 2nd Option Year; [REDACTED] 3rd Option Year; [REDACTED] 4th Option Year. The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause, unless waived. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of Funds," the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

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LIMITATION OF LIABILITY – INCREMENTAL FUNDING

This delivery order is 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 01 JULY 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.

CLIN	TOTAL CPFF	FUNDS THIS ACTION	PREVIOUS FUNDING	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
1001	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3001	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
1101	[REDACTED]				
3101	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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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):

FBI CIU Technical Development and Execution Support

1.0 INTRODUCTION

The Department of Navy, Space and Naval Warfare System Center Charleston, SC Code 63 provides technical and administrative services to Federal Bureau of Investigation (FBI) in support of several of its units: Communications Assistance for Law Enforcement Act (CALEA), Chief Information Office, Information Technology Office of Projects and Planning, Enterprise Architecture Unit (OCIO EAU), and FBI HQ designated projects. In addition, technical and administrative services are provided to a variety of government agencies through the Net-Centric Program Office (NCPO).

2.0 BACKGROUND

In October 1994, Congress took action to protect public safety and ensure national security by enacting the Communications Assistance for Law Enforcement Act of 1994 (CALEA), Pub. L. No. 103-414, 108 Stat. 4279. The law further defines the existing statutory obligation of telecommunications carriers to assist law enforcement in executing electronic surveillance pursuant to court order or other lawful authorization. The objective of CALEA implementation is to preserve law enforcement's ability to conduct lawfully-authorized electronic surveillance while preserving public safety, the public's right to privacy, and the telecommunications industry's competitiveness. SPAWAR Systems Center Charleston supports FBI in CALEA implementation through program management, general technical and programmatic analysis, website design and administration, and design, development, and deployment of telecommunications solutions that meet certain assistance capability requirements. The required technical support is associated with electronic surveillance in wireline, wireless, and emerging telecommunications technologies. The intended end result of this support is to enable FBI CALEA Implementation Unit (CIU) to respond to its CALEA implementation mandate with a variety of specialized experts to support programmatic, technical, operational, legislative, and regulatory initiatives. Support may vary from development of very detailed technical specifications describing the interface between carrier equipment facilitating electronic surveillance to the formation of high level implementation policy.

The FBI Chief Information Office of the Enterprise Architecture Unit develops and reviews all IT Continuity of Operations Plans (COOP) and Disaster Recovery Plans in accordance with the Security Division's Continuity Assurance Planning Strategy (CAPS) Guide. SPAWAR Systems Center Charleston supports FBI COOP through its working relationships with FBI Security Division and other operational divisions in fulfilling responsibilities identified in the CAPS Guide. Support encompasses planning, designing, implementing, maintaining, and exercising IT COOP capabilities in support of FBI functional divisions.

FBI HQ implements initiatives to facilitate information sharing across Executive Branch agencies. The collaboration environments include SIPRNET To The Desktop (STTD), ADNET, FAMS/IP, Info Workspace (IWS), and OWT. Support encompasses operations and maintenance of collaboration systems, monitoring and timely alerts regarding storage capacity of computing hardware, implementation of collaboration environment application patches, and updates and maintenance of collaboration infrastructure documentation.

The Net-Centric Program Office is the provider of Service Oriented Architecture (SOA) and technical support to a

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range of clients that include DISA, STRATCOM, and NAVEODTECHDIV. These initiatives include the operation of a Project Management Oversight Support (PMOS), Oracle database administration for NAVEOD, and documentation for products delivered by the Systems Integration Lab (SIL), Operational Support Team (OST), and Early Adopter support Team (EAST).

3.0 SCOPE

The objective of this task order is to obtain selective components of program management, engineering services, technical support, general technical and programmatic analysis, website administration and maintenance, logistical services, planning, analysis and liaison, requirements analysis, systems engineering, operations and maintenance, network/systems administration, systems security, and configuration management across multiple projects for FBI CALEA, FBI COOP, and FBI Collaboration Environments. It will also obtain program management, documentation, technical support, and Oracle database administration services for multiple clients of the NCPO.

4.0 PLACE OF PERFORMANCE

The contractor shall perform work at government and/or contractor facilities at the primary sites designated below as well as other sponsor designated locations.

- a. FBI Academy Quantico, VA
- b. FBI Headquarters Washington, DC
- c. FBI Field Offices
- d. FBI Facility, Clarksburg, WV
- e. SPAWARSYSCEN Charleston, SC
- f. Contractor Facility Charleston, SC
- g. Contractor sites including Washington, DC
- h. King of Prussia, PA
- i. NAVEODTECHDIV, Indian Head, MD

5.0 APPLICABLE DIRECTIVES / REFERENCES

- a. Federal Acquisition Regulation (FAR)
- b. National Industrial Security Program Operating Manual (NISPOM)
- c. Joint Travel Regulations
- d. Interagency Agreement (IA) between the Federal Bureau of Investigation (FBI) and the Space and Naval Warfare Systems Center, Charleston.
- e. FBI Lifecycle Management Directive V 3.0 (LCMD)
- f. Department of Justice (DOJ) System Development Life Cycle (SDLC)
- g. FBI-CIO Life Cycle Management Directive (LCMD) 3.0
- h. Director of Central Intelligence Directive 6/3 (DCID 6/3)
- i. Protecting Sensitive Compartmented Information within Information Systems

6.0 SECURITY

Contractor's request for visit authorization shall be submitted in accordance with DoD 5220.22M (National Industrial Security Program Operating Manual (NISPOM)) no later than one (1) week prior to visit. Requests shall be forwarded to: SPAWAR Systems Center, Charleston, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Officer, for certification of need to know by the specified COR. DD-254 of the basic contract applies. All personnel performing

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classified tasks shall be cleared to a minimum of Top Secret. 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 violations shall be reported immediately to the respective Government Project Manager as appropriate.

The Task Order Management (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:

7.0 TASK ORDER MANAGER DESIGNATION

The Task Order Manager (TOM) for this Task Order is Mr. Kim D. Bryant, Code 631, telephone 843-218-4143, email bryantk@spawar.navy.mil.

8.0 PERFORMANCE REQUIREMENTS

FBI CALEA

Subtask 8.1 – Legal Representation.

Assist in the development of policies related to legal representation before the courts and regulatory bodies such as the Federal Communications Commission (FCC) through consultation and collaboration with telecommunications industry standards organizations, associations, and local, state, and federal government representatives. Provide planning, strategizing, updating, briefing, reporting, analysis, and high level technical design analysis for CALEA implementation.

Subtask 8.2 – Implementation Planning.

Provide technical and other support in the development and execution of comprehensive CALEA implementation strategies including legal and technical aspects of legislation, implementation responsibilities assigned by the FBI Attorney General, divergent interests of affected stakeholders, political sensitivities, operational constraints and realities, other government agency actions, and existing and emerging telecommunications technologies.

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Subtask 8.3 - Packet-Based Networks Standards Participation and Technical Standards.

Consult with telecommunications industry standards setting organizations and associations to educate the industry on law enforcement's electronic surveillance needs and statutory constraints. Provide strategy development assistance in packet-based surveillance, track the progress of various packet standards groups' technical surveillance capability activities, evaluate and identify issues and concerns of documented packet surveillance standards, and assist the FBI Office of General Counsel in formulating deficiency petitions for FCC filing.

Subtask 8.4 - Solution Verification Program.

Assist in the CIU Testing Program that confirms manufacturers' equipment surveillance capabilities and promotes a more proactive Solution Verification Program. Research manufacturer specific solutions and prepare an Acceptance Test Plan (ATP) addendum, execute the test plan through remote or on-site testing, quantify issues, make corrective recommendations, and negotiate with the manufacturer as directed.

Subtask 8.5 - Emerging Technology Research.

Assist in researching emerging services and/or technologies that may adversely impact electronic surveillance and develop white papers and presentations highlighting research results. Research sources will include standards setting organizations, public documents, service provider and manufacturer discussions, conferences and seminars, and collaboration with law enforcement operational entities.

Subtask 8.6 - Data, Website, and Email Support Services.

Develop, administer, and maintain databases for a centralized decision support system. Develop, administer, and maintain email presence and a website for public and restricted access use.

Subtask 8.7 - Management Support.

Provide management support to the FBI CALEA Unit Chief pertaining to current legal policy, regulatory matters, and electronic surveillance engineering support.

Subtask 8.8 - Liaison Support.

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Provide liaison support to the Unit Chief with the law enforcement community on matters of current electronic surveillance solutions and identifying needs of law enforcement through the use of collaborative services such as: Informational Input Documents, white papers, briefings, press releases, website updates, answering questions, and IT help desk. It is necessary to be familiar with key officials of regulatory, political, and law enforcement organizations to facilitate effective liaison.

Subtask 8.9 - Research/Paralegal Assistance.

Provide research/paralegal assistance on a variety of projects to inform senior management of key industry events, regulatory changes and challenges, court rulings, and pending or completed legislative action. Research and paralegal assistance may involve telecommunications carriers, telecommunications equipment manufacturers, service providers, industry associations, privacy advocacy groups, state utility commissions, federal and state courts, and the office of US Attorney General as to related impact on CALEA implementation.

Subtask 8.10 - Reports.

Provide monthly financial and project status reports. The financial status report will summarize the monthly and cumulative expenditures for labor, material, and travel and adhere to government requested formatting requirements. The monthly project report will summarize key accomplishments, tasking in progress, short range future tasking, open action items, scheduling, and risk analysis.

FBI COOP

Subtask 8.11 - Risk Assessment, Business Impact Analysis.

Continue to provide a simple, effective, and consistent means to gather risk data, recovery requirements, and information describing the state of IT COOP operational readiness. Use automated tools to assist with gathering, analyzing, and reporting results at any organizational level.

Subtask 8.12 - Critical Systems.

As necessary, identify critical OCIO, EAU systems and applications, including identification of dependencies on facilities, operating personnel, and other related assets. Provide a formal process to add or remove systems from the list, and extend the scope to systems and applications not managed by OCIO, EAU.

Subtask 8.13 - Disaster Recovery and COOP Plans.

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Facilitate development of plans that follow the model template of a completed COOP plan, provided as Appendix E of the FBI Continuity Assurance Planning Strategy (CAPS) Guide (Work paper RA-95). Use automated software to assist with the development of COOP plans. Collect and store the plans on a web server and make them available through the FBI intranet.

Subtask 8.14 - Building and Improving Disaster Response and Recovery Capabilities.

Based on the results of risk assessments, business impact analysis, and COOP requirements, design and implement response and recovery capabilities that meet the needs of the FBI.

Subtask 8.15 - COOP Exercises.

Plan and conduct OCIO, EAU IT COOP exercises at least annually. Coordinate exercises with non-OCIO, EAU IT organizations.

Subtask 8.16 - Risk Management.

Maintain an awareness of changes in the risk environment and the IT operational environment that may affect threats, vulnerabilities, or impacts, and may require an evaluation of mitigations as pertinent to recovery needs and IT security. Also address the constraints of Information Assurance processes in terms of data validation, currency, and access.

Subtask 8.17 - Reports.

Provide monthly financial and project status reports. The financial status report will summarize the monthly and cumulative expenditures for labor, material, and travel and adhere to government requested formatting requirements. The monthly project report will summarize key accomplishments, tasking in progress, short range future tasking, and open action items.

FBI COLLABORATION ENVIRONMENT SYSTEMS SUPPORT

Subtask 8.18 - Requirements Analysis, Operations and Maintenance, Network Administration Support, and Engineering Support.

Conduct a gap analysis for required modifications for collaboration environment, assist in maintaining operational

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availability, support operations, configuration and maintenance of network components, support LCMD through enhancing existing capabilities, upgrades, creation of new capabilities through the integration of COTS and other applications or services and data sources.

Subtask 8.19 - Systems Security Support (ISSO).

Provide certification and accreditation support to maintain Authority to Operate (ATO), maintain and update System Security Plans (SSP), recommend updates, changes or fixes to the information security system, and investigate and resolve quarantined emails within the mail relay system.

Subtask 8.20 - Configuration Management, Documentation Support, and Program Management.

Assist in all aspects of asset, license, and lifecycle management of collaboration environments, track and coordinate license and warranty expirations, manage hardware and software configuration controlled items (HWCI and SWCI), maintain and update operational and existing systems documents, and provide comprehensive program management plans.

NET-CENTRIC PROGRAM OFFICE

Subtask 8.21 – Project Management Oversight Support

Develop templates to standardize and streamline the NCPO acquisition process, including: a Statement of Work (SOW), Memorandum of Agreement (MOA), cost estimating tools, Financial Laydowns, Staff Meeting Status, CMMI Plans, etc., assist with business development opportunities, document the business development and project execution process in conjunction with the flow of funds in a Program Management Guide that includes the NCPO organizational structure with roles and responsibilities descriptions, prepare initial rough order of magnitude cost estimates and Statements of Work (SOW) and Memorandum of Agreements (MOAs) for proposed work efforts with the Sponsor, prepare SOWs for industry partners requesting a cost proposal in support of a Delivery Order, assist the NCPO Director with the development of briefing materials and PowerPoint presentations, assist with the development and coordination of White Papers as directed, participate in Monthly Financial Laydowns with NCPO Senior Management, provide guidance and direction with the development of CMMI plans, procedures, Standard Operating Procedures (SOPs), etc., prepare and assemble PowerPoint slides for the NCPO Weekly Staff Meetings, attend NCPO Weekly Staff Meetings and publish meeting minutes, and perform ad-hoc tasks as directed by the NCPO Director.

Subtask 8.22 – Documentation Support

Assist SPAWAR with preparing documentation for the NCES Support Project. The typical documents to be produced may include: Test and Evaluation Master Plans, Configuration Management Plan, System Security Plans, Architecture Overview, Standard Operating Procedures, Concept of Operations, Test Reports, SPAWAR Common Work Breakdown Structure, and CMMI Documents. Attend program reviews and management meetings as well as

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any meetings related to demonstrations as necessary. Work with engineers and staff in the SIL, OST and EAST to document test procedures, hardware and software configurations, and other processes and procedures related to the NCES Support Project. Using standard word and data processing tools such as the Microsoft Office suite, write text, create diagrams and tables and other materials as needed to document the efforts of the NCES Support Project. Check product deliverables for standardization, format, grammar and spelling. Attend technical and program reviews, conferences, and meetings with the Government and other contractors supporting the NCES Support Project.

Subtask 8.23 – JEOD DSS DBA Support

Provide Oracle 10g database administration for the Joint Explosives Ordinance Division (JEOD) Decision Support System (DSS), provide expertise and support in activities needed to load, setup and configure the JEOD DSS portal databases, analyze, recommend, optimization, software loads, script writing, reports and engineering activities related to the JEOD DSS database integration that will be using Oracle Streaming and Real Application Clustering, load, configure, maintain, and backup Oracle 10g Server(s) and Client(s) on a Windows 2003 Advanced Server platform in support of the JEOD DSS, assist in the preparation of scripts as related to the replication of NAVEODTECHDIV's production Oracle database(s) via Oracle Streaming for incorporation into the JEOD DSS portal, secure Oracle 10g on a Windows 2003 Advanced Server workgroup server as required to support the Oracle database(s), create and document Standard Operating Procedures for the Windows 2003 AS and Oracle 10g as required to reload a baseline, and document all scripts and programs as developed for this task

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

N/A

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13.0 CONTRACTOR FURNISHED EQUIPMENT

N/A

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: As required

15.0 DELIVERABLES

FBI CALEA

- a. Technical reports, informational papers, and presentations developed in support of tasks defined in paragraph 8 of this Statement of Work will be provided upon completion.
- b. Program planning and management; technical and other support; and technical documentation shall be provided as needed to support the above tasks.
- c. Status reports shall be provided each month via electronic correspondence. A funding status report shall be provided during program reviews.

FBI COLLABORATION

- a. Contract Monthly Status/Progress Report. Due 15th working day of each calendar month
- b. Contract Funds Status Report. Due 15th working day of each calendar month.
- c. Project/Plan Schedule (POA&M) – 2 weeks after award.
Project Management Plan (PMP) - 2 weeks from the start of this task order and updated by the 8th of each calendar month.
- d. Configuration Management Plan
- e. Weekly Program Status Review Brief
- f. Schedule Reports
- g. STTD Operational Readiness Review Documentation
- h. FBI Systems LCMD Documentation
- i. Operations and Maintenance Documentation

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FBI COOP

- a. Monthly Liquidation reports will be in the standard SPAWAR monthly format for the FBI CTOR, EAU Unit Chief and FBI IT COOP program manager. The monthly reports will be submitted by the 15th of the next month.
- b. Evaluate the FAMS COOP solution and systems and interfaces critical to FAMS to support FAMS COOP. Each system is considered mission critical in which actions are required to be accessed from an alternate location in times of emergency and based on the possibility that the systems at FBI/HQ and Field Offices will not be available. This evaluation determines the level of criticality, funding required to “COOP” such systems and provides mitigation for enterprise level solutions for each system.
- c. Completion of the Certification and Accreditation (C&A) of STROHL COOP software STROHL COOP software will be used to store and consolidate all of the FAMS COOP Plans and Contingency Plans. It will be used in the over-all Enterprise solution for IT COOP.
- d. Completion of ITS COOP Policy for OCIO. Including the metrics and assessments regarding IT COOP capabilities for high level management, Recovery Capabilities, IT COOP Program Knowledge, and Program Development.
- e. Complete Quarterly reports of the current COOP Alternate Site selections in view of the FBI IT COOP evolving transition strategies, and enterprise infrastructure requirements.
- f. Assess the data backup and recovery capability of the DCU for server-based Mission Critical systems.
- g. IT COOP readiness report the FBI OCIO and CTO.
- h. Provide satellite recovery and performance capability report.
- i. Assist SecD/CMAU with assessing the ability of Field Divisions to access FAMS capabilities from their alternate sites.
- j. Provide Enterprise Architecture Unit with updates to the EA Transition and Sequencing Plan to reflect the FAMS IT COOP architecture and its potential in providing Enterprise Solutions
- k. Written assessment of failover testing and validation of FAMS COOP implementation.
- l. Written assessment of FAMS COOP infrastructure and technology applicability for other FBI systems in a Service Oriented Architecture environment (SOA)

NET-CENTRIC PROGRAM OFFICE

- a. Contract Monthly Status/Progress Report. Due 15th working day of each calendar month.
- b. Contract Funds Status Report. Due 15th working day of each calendar month.
- c. Project Plan/Schedule (POA&M) – MS Project. As requested by the POC
- d. JEOD: Engineering Plan – Engineering Reports and Analysis, Software Code developed under contract, Project Progress Status Report, Software Support –Oracle platform security documentation as needed for Certification and Accreditation, System Design – Database Configuration Baseline(s) and analysis as developed

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16.0 WORKLOAD ESTIMATE

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

Number of Man-Hours: [REDACTED]
Other Direct Costs: [REDACTED]

C-313 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 1 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:

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.

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(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, delivery or other provisions of this contract.

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.

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

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

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

(4) Remedy

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

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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

CLIN - DELIVERIES OR PERFORMANCE

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

1001	7/2/2008 - 7/1/2009
1101	7/2/2009 - 7/1/2010
3001	7/2/2008 - 7/1/2009

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

1201	7/2/2010 - 7/1/2011
1301	7/2/2011 - 7/1/2012
1401	7/2/2012 - 7/1/2013
3101	7/2/2009 - 7/1/2010
3201	7/2/2010 - 7/1/2011
3301	7/2/2011 - 7/1/2012
3401	7/2/2012 - 7/1/2013

F-303 PERIODS OF PERFORMANCE

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

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

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager

Kim D Bryant, 63KB
 PO Box 190022
 North Charleston, SC 29419-9022
 kim.bryant@navy.mil
 843-218-4143

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

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.

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost-Plus-Fixed-Fee, Performance Based 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 ____ (DCMA ____)*
DCAA Auditor	Code ____ (DCAA ____ Branch Office)*
Service Approver	Code ____ (DCMA ____)*

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Pay by Code ____ (DFAS ____)*

*To be completed at time of award.

Accounting Data

SLINID	PR Number	Amount
100101	N652368182C005	[REDACTED]
LLA :		
AA 5783400 308 158H B642X9 010000 59200 27601F 667100 F67100 ESP: KJ FSR: 014878 PSR: 638627 DSR: 036765		
Standard Number: F1AF118119GG02/AA		
JON: DMVBGX8R12		

REQN: N65236-8182-C005

100102	N652368182C006	[REDACTED]
LLA :		
AB 5783400 308 158H B642X9 010000 59200 27601F 667100 F67100 ESP: KJ FSR: 014878 PSR: 638627 DSR: 036765		
Standard Number: F3NF348113GG02/AA		
JON: DMQVGX8QA2		

REQN: N65236-8182-C006

100103	N652368182C007	[REDACTED]
LLA :		
AC 5783400 308 158H B642X9 010000 59200 27601F 667100 F67100 ESP: KJ FSR: 014878 PSR: 638627 DSR: 036765		
Standard Number: F2FT288091G001/AA		
JON: DMQVGX8KIM		
REQN: N65236-8182-C007		

BASE Funding [REDACTED]

MOD 01

100104	N65236-8228-C023	[REDACTED]
LLA :		
AD 1781804 5B2B 250 68561 0 068892 2D X00016 6856185JGGAQ		
JON: D8NVBX81WS		
DOC: N6856108WX00016 / AA		
REQN: N65236-8228-C023		

100105	N65236-8182-C007	[REDACTED]
LLA :		
AE 5783400 308 78EG 4L1P10 010000 59200 27605F 667100 F67100 FSR:040493 PSR:E27893 DSR:312380		
JON: DMQVGX8KIM		
DOC: F2FT288091G001 / AA		
REQN: N65236-8182-C007		

100106	N65236-8232-C006	[REDACTED]
LLA :		
AF 5783600 298 4709 675135 29A700 59200 27601F 503000 F03000 F03000 FSR:011636 PSR:353 682 DSR:016108		
JON: DMVBGX8BGT		
DOC: F2KFAA8164G002 / AA		
REQN: N65236-8232-C006		

100107	N65236-8239-C071	[REDACTED]
LLA :		
AG 21 8 2020 0000 8K-3255 121018.00000 252G MIPR8H8D170169 8DND DM		
JON: DMWVEX8MKI		
DOC: MIPR8K8D170193 / AA		
REQN: N65236-8239-C071		

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MOD 01 Funding [REDACTED]
[REDACTED]

MOD 03

100108 N65236-8246-C010 [REDACTED]
LLA :
AH 5783400 308 158H B642X9 010000 59200 27601F 667100 F67100 ESP:ZA FSR:014878 PSR:214
602 DSR:160023
JON: DMQVGX8JIO
DOC#: F1AF118221GG04/ AA
REQN: N65236-8246-C010

MOD 03 Funding [REDACTED]
[REDACTED]

MOD 04

100109 N65236-8263-C004 [REDACTED]
LLA :
AJ 21 8 2020 21-5173 135198.00000 25FB MIPR8LDASP0051 YPTHCF 049092
JON: DWVENX8MNB
DOC: MIPR8LDASP0051 / AA
REQN: N65236-8263-C004

MOD 04 Funding [REDACTED]
[REDACTED]

MOD 06

100110 N65236-8318-C007 [REDACTED]
LLA :
AK 1791804 5T6M 252 EAE77 0 068342 2D 04A6M0 70113000113
JON: AEFYX90V0
DOC: N0003909WXXFM353 / AB
REQN: N65236-8318-C007

MOD 06 Funding [REDACTED]
[REDACTED]

MOD 08

100111 [REDACTED]
LLA :
AL 1791804 5T6M 252 EAE77 0 068342 2D 04A6M0 70113000113
JON: AEFYX90V0
DOC: N0003909WXXFM353 / AB
REQN: N65236-8318-C007

100112 [REDACTED]
LLA :
AM 1791804 52FA 233 00052 0 068732 2D RIT008 610759IT412N
JON: CRLZSX9A01
DOC: N6107509RCIT007 / AA
REQN: N65236-9041-C013

MOD 08 Funding [REDACTED]
[REDACTED]

MOD 09

100113 [REDACTED]
LLA :
AM 1791804 52FA 233 00052 0 068732 2D CIT007 610759IT412N
JON: CRLZSX9A01
DOC: N6107509RCIT007 / AA
REQN: N65236-9041-C013

100114 [REDACTED]
LLA :
AN 97 90400 3832 0634 P9940 2574 049447 RMAM98717 Wafa 049447

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JON: D8NVBX9RFV
DOC: HQ011009AM98717 / AA
REQN: N65236-9063-C018

100115 [REDACTED]
LLA :
AP 9790400 4300 P958NBM20 CC1 2551 DCCMR9N800 S12137
JON: D8CANX9MIL
DOC#: HC104609MR9N800 / AA
REQN: N65236-9063-C019

MOD 09 Funding [REDACTED]
[REDACTED]

MOD 10

100116 [REDACTED]
LLA :
AQ 1791319 W2DC 000 RA313 0 068342 2D 000000 01672000GN40
JON: ACANEX9KIM
DOC: N0001409WX20302 / AB
REQN: N65236-9086-C010

MOD 10 Funding [REDACTED]
[REDACTED]

MOD 11

100117 [REDACTED]
LLA :
AK 1791804 5T6M 252 EAE77 0 068342 2D 04A6M0 70113000113
JON: AEFYX90V0
DOC: N0003909WXFM353 / AB
REQN: N65236-8318-C007
Supports PWS# 8.1, 8.7, & 8.10

MOD 11 Funding [REDACTED]
[REDACTED]

MOD 12

100118 [REDACTED]
LLA :
AL 97 90400 3832 0634 P9940 2574 049447 RMAM98716 Wafa 049447
JON: D8NVBX9EWD
DOC: HQ011009AM98716 / AA
REQN: N65236-9113-C006

MOD 12 Funding [REDACTED]
[REDACTED]

MOD 14

100119 [REDACTED]
LLA :
AM 21 9 2020 0000 8K3255 134K98 2512 MIPR9H8JDA0123 8JND 012197
JON: D8NVBX94AC
DOC: W90QVA09JDA0123 / AA
REQN: N65236-9148-C009
SOW # 8.1, 8.7, & 8.10

MOD 14 Funding [REDACTED]
[REDACTED]

MOD 15

110101 [REDACTED]
LLA :
AK 1791804 5T6M 252 EAE77 0 068342 2D 04A6M0 70113000113
JON: AEFYX90V0
DOC#: N0003909WXFM353 / AB
REQN: N65236-8318-C007

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Supports PWS 8.1,8.7, & 8.10

110102

LLA :

AP 9790400 4300 P958NBM20 CC1 2551 DCCMR9N800 S12137

JON:D8CANX9MIL DOC#:DCCMR9N800/AA

REQN: N65236-9063-C019,

Supports PWS 8.2,8.7 & 8.10

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 15 July 09.

MOD 15 Fundin

MOD 16

110103

LLA :

AR 1791804 8D3D 253 SASLM 0 068342 2D 000000 13DWONECOW00

JON:DHOVZX9IKM DOC:N0002409WX01549/AA, REQN: N65236-9219-C008

Supports PWS 8.2

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 11 AUG 09.

MOD 16 Funding

MOD 17

110104

LLA :

AS 5793400 309 78EG 4L1P10 010000 559ZZ 27605F 667100 F67100 FSR:036037 PSR:313125 DS R:310893

JON: D8NVBX9AF2 DOC: F2FT2809103G001/ AA

REQN: N65236-9222-C034

Supports PWS 8.2, 8.7, 8.10

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 13 AUG 09.

110105

LLA :

AT 5793400 309 78EG 101J13 010000 559ZZ 27697F 667100 F67100 ESP:ZA FSR:036037 PSR:314 913 DSR:310800

JON: D8NVUX9AF3 DOC:F2FT2809103G001/ BB

REQN: N65236-9222-C035

Supports PWS 8.2, 8.7, 8.10

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 13 AUG 09.

MOD 17 Fundin

MOD 18

110106

LLA :

AU 5793400 309 15FE B642MS 010000 59200 91227F 503000 F03000 ESP:ZA FSR:003167 PSR:467 102 DSR:300255

JON: E8NUCX9TD3 DOC: F3KTH29197G001 / AA

REQN: N65236-9224-C022

Supports PWS 8.1,8.7,& 8.10

APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 17 AUG 09.

MOD 18 Funding

MOD 19

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110107 [REDACTED]
 LLA :
 AV 21 9 2020 0000 8K 3255 134K9800000 252B 8DP2DM MIPR9K85DAV187 012197 DM8DP2 DSSN:55
 70
 JON: DH0VZX9RAM DOC: MIPR9K85DAV187 / AA
 REQ: N65236-9226-C027
 Supports PWS 8.2
 APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in
 which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of
 work under these funds cannot exceed 12 months. Funds applied 20 AUG 09.

MOD 19 Funding [REDACTED]
 [REDACTED]

MOD 20

110108 [REDACTED]
 LLA :
 AW 5793400 309 158H B642X9 010000 59200 27601F 667100 F67100 ESP:KJ FSR:008520 PSR:235
 977 DSR:115818
 JON: DMUVTX9FEW DOC: F1AF119216G001/AA
 REQ: N65236-9240-C011
 SUPPORTS PWS 8.20,8.21,8.22,&8.23
 APPN Exp Date: 15-Sep-2009. Work is marked Severable crossing over fiscal year in
 which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of
 work under these funds cannot exceed 12 months. Funds applied 28 AUG 09.

MOD 20 Funding [REDACTED]
 [REDACTED]

MOD 21

110109 [REDACTED]
 LLA :
 AP 9790400 4300 P958NBM20 CC1 2551 DCCMR9N800 S12137
 JON: D8CAX9MIL
 DOC: DCCMR9N800 / AA
 REQ: N65236-9063-C019
 Supports PWS 8.1,8.7,& 8.10

110110 [REDACTED]
 LLA :
 AP 9790400 4300 P958NBM20 CC1 2551 DCCMR9N800 S12137
 JON: D8CAX9MIL
 DOC: DCCMR9N800 / AA
 REQ: N65236-9063-C019
 SUPPORT PWS 8.20, 8.21, 8.22, & 8.23

110111 [REDACTED]
 LLA :
 AY 1791319 W2DC 000 RA313 0 068342 2D 000000 00912000CMD0
 JON: ACANEX9456
 DOC: N0001409WX21260 / AA
 REQ: N65236-9232-C062
 SUPPORTS PWS 8.1, 8.7, & 8.10

110112 [REDACTED]
 LLA :
 AZ 1781810 K7X7 000 01519 0 068894 2D 000000 00009RCH0076
 JON: AR2SEX9000
 DOC: N6921809RCH0076 / AA
 REQ: N65236-9232-C061
 Supports PWS 8.1, 8.7, & 8.10

MOD 21 Funding [REDACTED]
 [REDACTED]

MOD 22

110113 [REDACTED]
 LLA :
 BA 219 2020 0000 8K 3255 134K9800000 2512 8DNDDM MIPR9L85DAV216 012197 DM8DND DSSN:557
 0

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JON: DHOVTX9LKM DOC: MIPR9L85DAV216/ AA
REQN: N65236-9242-C025
Supports PWS 8.20,8.21,8.22, & 8.23
APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 16 SEP 09.

110114 [REDACTED]
LLA :
BB 9780130 1833 AC8 154E 652394 000000 59200 65013F 667100 F67100 FSR:004091 PSR:44773
1 DSR:371880
JON: DC1WTX9NEL DOC: F1ATD49208G001/ AA
REQN: N65236-9246-C038
Supports PWS 8.1,8.7, & 8.10
APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 16 SEP 09.

110115 [REDACTED]
LLA :
BC 979 0130 1831 0 74 8107 28300000000 25FB P14RAH MIPR9IBRO00028 4RAHP1 018064
JON: DWONEX9BGG DOC:MIPR9ISPA00028/AA
REQN: N65236-9246-C039
Supports PWS 8.1, 8.7, 8.10
APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 16 SEP 09.

110116 [REDACTED]
LLA :
BD 9790130 1833 AC9 154E 662390 000000 59200 65013F 667100 F67100 FSR:002428 PSR:04638
0 DSR:044584
JON: DC1WEX9HBN DOC:F1ATD49222G002/AA
REQN: N65236-9246-C040
Supports PWS 8.1, 8.7, & 8.10
APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 16 SEP 09.

110117 [REDACTED]
LLA :
BE 2192080 0000 0 24 2433 114R10.00000 252B 2968L5 MIPR9MAPHT6844 68L529 028013
JON: DMWVUX9A01 DOC:MIPR9MAPHT6844/AA
REQN: N65236-9254-C003
Supports PWS 8.2.1, 8.2.2, & 8.2.3
APPN Exp Date: 30-Sep-2009. Work is marked Severable crossing over fiscal year in which funds legally expire (APPN Exp. Date) citing PL 105-85, total duration of work under these funds cannot exceed 12 months. Funds applied 16 SEP 09.

MOD 22 Funding [REDACTED]

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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;

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(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

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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.

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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

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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

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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

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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.

TECHNICAL INSTRUCTIONS

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

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

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

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

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

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - DD 254

Attachment 2 - The Invited Contractors and Technical Representative Program

Attachment 3 - USFK Reg 700-19

Attachment 4 - Monthly Report Example