

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-05-D-4458	2. DELIVERY ORDER NO. V701	3. EFFECTIVE DATE 02/26/2007	4. PURCHASE REQUEST NO. N65236-07-NR-55141
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5. ISSUED BY SPAWAR SSC Charleston Debra A Spencer 025SD P.O. BOX 190022 North Charleston, SC 29419-9022 debra.a.spencer@navy.mil 843-218-5822 Ext.	CODE N65236	6. ADMINISTERED BY DCMA VIRGINIA 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS, VA 20109-2342	CODE S2404A
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7. CONTRACTOR Monroe Defense Industry Consulting, Incorporated 1567 James Monroe Highway Colonial Beach, VA 22443-5722	CODE 375D0	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME
			SET ASIDE TYPE
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus, OH 43213	CODE HQ0338
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

Monroe Defense Industry Consulting, Incorporated

Dawn E. Monroe, President & CEO

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA

See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
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See the Following Pages

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: Debra A Spencer CONTRACTING/ORDERING OFFICER	02/26/2007	22. TOTAL \$1,631,556.00
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE		
F	DELIVERIES OR PERFORMANCE		
G	CONTRACT ADMINISTRATION DATA		

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES				
2000	Base Year - Phase I - Configuration and installation to include procurement of software, installation of equipment, configuration of software and development of application screens. Phase I is complete when a fully operational application is in production. (OTHER)	1.0 Lot	\$1,216,360.00	\$1,216,360.00
2001	1st Option Year - Phase II Application and system maintenance. Phase II includes on-going 24 x 7 support, application changes and schedule upgrades. (OTHER) Option	1.0 Lot	\$377,680.00	\$377,680.00
2002	2nd Option Year - Phase II Application and system maintenance. Phase II includes on-going 24 x 7 support, application changes and schedule upgrades. (OTHER) Option	1.0 Lot	\$124,290.00	\$124,290.00
3000	Base Year - Other Direct Costs in support of CLIN 2000. (OTHER)	1.0 Lot	\$16,500.00	
3001	1st Option Year - Other Direct Costs in support of CLIN 2001. (OTHER) Option	1.0 Lot	\$10,000.00	
3002	2nd Option Year - Other Direct Costs in support of CLIN 2002. (OTHER) Option	1.0 Lot	\$10,000.00	
5000	3rd Option Year - Phase II Application and system maintenance. Phase II includes on-going 24 x 7 support, application changes and schedule upgrades. (OTHER) Option	1.0 Lot	\$128,640.00	\$128,640.00
5001	4th Option Year - Phase II Application and system maintenance. Phase II includes on-going 24 x 7 support, application changes and schedule upgrades. (OTHER) Option	1.0 Lot	\$133,143.00	\$133,143.00
6000	3rd Option Year -	1.0 Lot	\$10,000.00	

	Other Direct Costs in support of CLIN 5000. (OTHER) Option		
6001	4th Option Year - Other Direct Costs in support of CLIN 5001. (OTHER) Option	1.0 Lot	\$10,000.00
6002	Remedy Software LICENSES in support of CLIN 2000 - BASE YEAR (OTHER)	1.0 Lot	\$398,696.00

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.

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 Based Work Statement:

1.0 INTRODUCTION

The Department of Homeland Security (DHS) National Cyber Security Division (NCSD) plans to enhance its handling of cyber incidents and its internal IT Service Desk services by converting from the current underlying software support tools to the Remedy IT Service Management suite of products procured under "THIS" order.

2.0 BACKGROUND

The National Cyber Security Division (NCSD) of the Department of Homeland Security (DHS) consists of four major components: the United States Computer Emergency Readiness Team (US-CERT), Law Enforcement and Intelligence, Awareness and Outreach, and Strategic Initiatives. The NCSD was established to serve as the federal government's cornerstone for cyber security coordination and preparedness, including implementation of the National Strategy to Secure Cyberspace.

This acquisition is for the Response Integration System Services for the US-CERT. The US-CERT is the operational arm of the NCSD. The US-CERT is a partnership between DHS and the public and private sectors to protect the nation's Internet infrastructure. US-CERT coordinates the defense against and responses to cyber attacks across the nation. US-CERT analyzes and reduces cyber threats and vulnerabilities; disseminates cyber threat warning information; and coordinates incident response activities.

The selection of the BMC Remedy Business Service Management product suite as the tool to support US-CERT Incident Handling and Service Desk activities was based on a study and evaluation of Incident Management Systems that was concluded in early 2006. The study evaluated commercial off-the-shelf products, quantitatively ranking them based on their ability to meet a specified set of relevant requirements and on use in a test environment. Remedy was selected for its ease of use, ability to be customized, searching capability and product maturity.

3.0 SCOPE

This task will be performed in two phases and includes all customization, configuration, installation, maintenance, integration, training, support and consultation services necessary to support and enhance a Remedy Implementation – the Response Integration System (RIS) that will be used by NCSD to provide Incident Handling and Service Desk support of US-CERT.

3.1 Phase I – Configuration and installation. Phase I includes installation of equipment configuration of software and development of application screens. Phase I is complete when a fully operational application is in production.

3.2 Phase II – Application and system maintenance. Phase II includes on-going 24x7 support, application changes, and schedule upgrades.

4.0 PLACE OF PERFORMANCE

Department of Homeland Security
National Cyber Security Division
1110 North Glebe Road
Washington D.C.

Development and maintenance work will be performed at NCSD US-CERT's facility. It is anticipated that, ultimately, maintenance of the backup System will be performed remotely, with any required 'touch labor' provided by Government staff on site. However, during the first year, the Contractor may make frequent visits to the backup site. It is not anticipated that the Contractor will need to permanently staff the backup site.

5.0 APPLICABLE DIRECTIVES/REFERENCES

The contractor shall adhere to the following documents in accordance with paragraph 8.0, Performance Requirements:

- 1) DOD 5220.22M, National Industrial Security Program Operating Manual
- 2) DHS MD 4300.Pub, Homeland Security Information Technology Security Program Publication
- 3) Critical Information Act of 2002
- 4) DHS Enterprise Architecture Guide
- 5) US-CERT Concept of Operations for Federal Cyber Security Incident Handling

6.0 SECURITY

Any work performed at place of performance is subject to DHS security requirements which will require a minimum of SECRET clearance.

Performance of this contract requires that the contractor have access only to Sensitive But Unclassified information (SBU). No access to classified information required. SBU is unclassified information for official use only.

7.0 TOM DESIGNATION/TASK ORDER MANAGER

7.1 The TOM of this Task order is: Sharon T. Moore, Code J564, Sharon.moore@navy.mil

7.2 The Technical Point of Contact for this Task Order is: Dr. Amy Yuhasz, Code J564, amy.yuhasz@navy.mil, 850-452-5822.

8.0 PERFORMANCE REQUIREMENTS. The identified tasks are to be completed and delivered in accordance with the requirements stated in each task.

8.1 Phase I - Configuration and Installation

8.1.1 Project Management. Serve as a single point of contact and provide project and contract management for all tasks and activities under this SOW. This includes development of a Project Plan, milestones, project and contract management, assuring regulatory compliance, providing monthly status reports and participating in project reviews as required by US-CERT. The Contractor will support management by providing Remedy product advisory services and participating as a member of a cross-functional project team in planning major product upgrades. Maintain a Requirements Traceability Matrix; update traceability at each system life cycle phase. Perform all tasks in accordance with project change management and configuration control processes, which will be provided to the contractor within 5 days of contract award. (CDRL's A001, A002, A014)

8.1.2 Design. Review the RIS System CONOPS and System Requirements Specification (referred to herein as the RIS Spec) and develop a Customization and Parameter Definition design for the system. Recommend any adjustments to the hardware and software components which the contractor deems appropriate to fulfill the requirements. Working in a cross-functional project team, define workflow customizations for the implementation. (CDRL A003)

8.1.3 Development and Integration. Install the Remedy IT Service Management suite of products, Microsoft SQL Server and Business Objects reporting product in the US-CERT operations development environment. Integrate the products so that the Remedy CMDB uses SQL Server and that Business Objects accesses the CMDB. Configure the Remedy application in accordance with the results of task 6.1 to meet the MOE Service Desk (MOE-SD) requirements in the Response Integration system Requirements Specification. Configure and customize the Remedy application in accordance with the results of task 6.1 to meet the Incident Response Management (IRM) requirements in the Response Integration System Requirements Specification. Prepare a Test Readiness Report and confirm completion of test phase entry criteria with the Government. (CDRL A004).

8.1.4 Test Planning and Execution. Function as the Remedy developer and product expert on a cross-functional project team to develop a test plan and procedures. Perform defect correction and related activities as directed by US-CERT during test execution. (CDRL A005, A006)

8.1.5 Usability Assessment and End User Training. Provide on-going usability and workflow analysis consultation services, ensuring workflow efficiency and system ease of use. Develop a RIS User Guide.

Develop a Training Plan for Incident Handling analysts, Service Desk analysts, Managers and Shift Leaders and Administrators in the use of the Remedy System. Train personnel designated by the Government. Training will be tailored for each category of user; e.g., Manager training will include use and interpretation of management metrics; Service Desk analyst training will include ticket creation, etc. Deliver training to the designated user groups and evaluate achievement of learning goals. (CDRL's A007, A008, A009)

8.1.6 Implementation. Function as the Remedy product expert to establish the system in production operations. Activities will include: (CDRL A010, A011, A012)

8.1.6.1 Deployment Planning and Execution: Develop a System Implementation and Data Conversion Plan. Conduct activities as directed by the Government to ensure migration of software to production use. Provide application administration reference materials for the customized application to support production operations.

8.1.6.2 Data conversion: Perform analysis and engineering tasks to accomplish data conversion from the legacy system to the RIS production system.

8.1.6.3 Certification and Accreditation Support: Provide information and services in support of US-CERT Certification and Accreditation activities. System shall maintain the current tested level DOD Standard Technical Implementation Guide (STIG).

8.1.6.4 Secondary Site Operations: Establish operations at a secondary site and a backup capability as required by the Response Integration system Requirements Specification

8.1.7 Disaster Recovery Provision. Perform additional planning, implementation, testing and support activities to ensure proper failover from either site to the other in the event of a failure at one of the sites.

8.2 Phase II - Maintenance and Support

8.2.1 Provide continuing maintenance and support as required by USCERT to include but not limited to application changes, 24x7 support, and schedule upgrades.

8.2.2 Production Support and Enhancement. Perform Remedy application administrator functions. Correct any RIS problems encountered during production operations. Function as a member of a cross-functional project team to design and implement enhancements approved through the change management process. Monitor license usage and expiration dates and inform the Government when licenses should be renewed or additional licenses acquired, to ensure no lapse in operations. (CDRL 13)

8.2.3 Database Management

1. Execute database consistency checkers
2. Check database error logs
3. Manage database clean-up, restore, and backup as needed
4. Import and administer data through automation or manual tasks

8.2.4 Operating System and Network

1. Monitor network for performance or error related conditions
2. Monitor client statuses
3. Monitor server components and services
4. Monitor event logs and primary servers
5. Monitor System Performance
6. Monitor System Directory structures for changes and failure
7. Backup and Restore procedures
8. Disaster Recovery
9. Security

8.2.5 Remedy AR System Administration and Development

1. Define Core Incident Management and Change Management processes

2. Develop workflows to support core processes
3. Modify and maintain database schema to support workflow data

8.2.6 Maintenance Tasks-

1. Change Management Review Board-CRB Role Meet with business managers to address any concerns from both sides, to make decisions on any RFC and/or SLA related variables
2. Improve database, network, and application performance
3. Produce management reports to help provide a real-time representation of the current system state.
4. Review access to server and application functions
5. Confirm site recovery from backup media-Tape Drives, SAN, Repositories

8.2.7 Ad Hoc Maintenance Tasks

1. Solicit and complete feedback surveys
2. Troubleshoot and Fix problems reported
3. Review process improvement options and suggestions from users and management
4. Review status information for security violations

Amend access to security function

9.0 Data Deliverables.

9.1 The contractor shall submit a monthly narrative report by the 10th of each month containing the following: (CDRL A015)

Brief description of the requirements

Brief Summary of accomplishments during the reporting period

Significant events regarding the task order

Progress on deliverable products

Current or anticipated problems

Summary of activity planned for the next reporting period

9.2 The contractor shall submit a monthly task summary report. The task summary report shall include labor charges for actual hours worked and other direct costs (ODC) which may be authorized in the task (e.g., travel, training, etc.) Charges shall not exceed the authorized cost limits for labor and ODCs. The Government will not pay unauthorized charges. Original receipts, travel vouchers, etc. completed in accordance with the Joint Travel Regulations shall be maintained by the contractor to support charges other than labor hours and made available to Government auditors upon request. Task summary report shall include the following: (CDRL A016)

Labor hours for each skill level (SL) category

Total labor charges for each SL

Other direct costs (ODC) must be individually itemized and specific by individual category (i.e., travel & per diem, training, etc.)

Total monthly charges

Cumulative totals

Note: Travel charges must include the traveler's name and dates of travel. Reports must be generated from the first calendar day of each month to the last calendar day of each month.

(i.e., January 1st through 31st, February 1st through 28th or 29th, etc.)

9.3 The contractor shall submit monthly invoices. The invoices shall include hours and rates incurred by individual skills and a summary page of all skills. Invoices shall also include any travel, ODC, training or additional costs incurred and previously approved by the client representative. A contractor employee with

authority to bind the company contractually shall certify all invoices. (CDRL A017)

10.0 GOVERNMENT FURNISHED INFORMATION

The Government shall provide the contractor with the following Government Furnished Information:

- 1) DOD 5220.22M National Industrial Security Program Operating Manual, current publication
- 2) Contractors Quality Assurance Procedures, current publication
- 3) Critical Information Act of 2002, current publication
- 4) DHS Enterprise Architecture Guide (when available)
- 5) US-CERT Concept of Operations for Federal Cyber Security Incident Handling, current publication
- 6) US-CERT Analyst Cell Procedures and Practices, current publication
- 7) US-CERT Response Integration System Functional Requirements Specification (attached)
- 8) Planned Software and Software License Procurement Specification
- 9) DHS/NCSD/US-CERT will provide the contractor with appropriate access to information to accomplish the assigned tasks. All Government supplied information will remain proprietary to the Government. Additionally, vendor proprietary information supplied as a result of any resulting contract may require the execution of Non-Disclosure Statements between the contractor and respective vendor.

11.0 GOVERNMENT FURNISHED MATERIAL

NOT APPLICABLE

12.0 GOVERNMENT FURNISHED EQUIPMENT

- 1) Work space, with at least one workstation and telephone per individual assigned full time at the 1110 N. Glebe Road, Ballston, VA facility.
- 2) Containers for storage of documentation and references
- 3) Access to a photocopier
- 4) Access to printers (Black and White and Color)
- 5) Access to a scanner
- 6) Access to the Information Sharing and Analysis System (ISAS) and other applicable tools
- 7) Access to Remedy Product Suite, Microsoft SQL Server and business Objects components and licenses.
- 8) Access to computing environment necessary to perform requirements outlined in SOW.

13.0 CONTRACTOR FURNISHED EQUIPMENT

Not Applicable

14.0 CONTRACTOR FURNISHED MATERIAL.

Not Applicable

15.0 DATA RIGHTS.

All data rights inherent to this task including data contained in any deliverable, and any backend data products and their derivatives shall remain the property of the government.

16.0 TRAVEL REQUIREMENTS

When it becomes necessary for the contractor to travel, the contractor shall submit a request, via email, to the SPAWAR Pensacola Technical Point of Contact (POC) seeking approval to travel before initiating any travel plans. All travel claims shall make reference to the e-mail, letter or phone call that granted approval. Failure to gain prior approval may result in disallowance of invoiced travel claims.

Estimated annual travel requirements are as follows:

Location #Trips #Travelers Duration

Roundtrip 11 See Para. 17.3

Contractor Site

To DHS Facility

17.0 DELIVERABLES

RIS Services Contract Data Requirements List (CDRL)

CDRL#		Deliverable Title	DAC*	Comments
1		Monthly Status Report	30	First report due 30 DAC, then monthly for life of contract
2		Updated Project Plan to include milestones and deliverables	20	Project plan submitted with vendor's proposal will be updated. This plan establishes dates for CDRL #'s 4-14
3		Customization and Parameter Definition	20	
4		Test Readiness Report	TBS**	
5		Test Plan & Procedures	TBS	
6		Test Results Report	TBS	
7		Training Plan	TBS	
8		User Guide	TBS	
9		Training Program Results Report	TBS	
10		Application Administration Reference Materials	TBS	
11		System Implementation and Data Conversion Plan	TBS	
12		Version Description Document for Production-ready System	TBS	First report due TBS DAC, then every 6 months for life of contract.
13		Bi-Annual As Built System Description	TBS	
14		Requirements Traceability Matrix	TBS	
15		Monthly Narrative Report	30	

		Task Summary Report		
16		Task Summary Report	30	
17		Monthly Invoice	30	

* DAC The number of calendar days following contract award.

** TBS To be specified in CDRL #2, Updated Project Plan

18.0 WORKLOAD ESTIMATE

N/A

19.0 OTHER SECURITY REQUIREMENTS

Due to the sensitivity of Department of Homeland Security mission, the following additional security requirements are included.

19.1 Employment Eligibility. The contractor shall ensure that each employee working on this contract has a Social Security Card issued and approved by the Social Security Administration. The contractor shall be responsible to the Government for acts and omissions of its own employees and for any subcontractor(s) and their employees.

Subject to existing law, regulations, and/or other provisions of this contract, illegal or undocumented aliens will not be employed by the contractor, for this contract. The contractor shall ensure that this provision is expressly incorporated into any and all Subcontracts for subordinate agreements issued in support of this contract.

19.2 Continued Eligibility. DHS reserves the right and prerogative to deny and/or restrict the facility and information access of any contractor employee whom DHS determines to present a risk of compromising classified or SBU information to which he or she would have access under this contract.

The contractor shall report to DHS security office any adverse information coming to its attention concerning employees working under this contract. Reports based on rumor or innuendo shall not be made. The subsequent termination of an employee does not obviate the requirement of the contractor to submit this report. The report shall include employee's name, social security number, and the adverse information.

The contractor must notify DHS Security Office of all terminations/ resignations within five days of occurrence. The contractor shall return all expired DHS issued identification cards and building passes of terminated or departing employees to the Government Technical POC. If an identification card or building pass is not available to be returned, a report must be submitted to the Technical POC referencing the pass or card number, name of individual to whom it was issued, the last known location of issuance, and disposition of the pass or card.

If any current or prospective employee is found to be ineligible for access to Government facilities or information, the Technical POC will advise the contractor that the employee shall not continue to work or to be assigned to work under the contract.

The Security Office may require drug screening for probable cause at any time and/or when the contractor Program Manager independently identifies circumstances where probable cause exists.

19.3 Suitability Determination. DHS shall have and exercise full control over granting, denying, withholding, or terminating unescorted government facility and/or sensitive Government information access for contractor employees based upon the results of a background investigation. DHS may, as it deems appropriate, authorize and make a favorable entry on duty (EOD) decision based on preliminary security checks. The favorable EOD decision is required

before employees shall be allowed to commence work temporarily prior to the completion of the full investigation. The granting of a favorable EOD decision shall not be considered as assurance that a full employment suitability authorization will follow. The granting of a favorable EOD decision or a full employment suitability determination shall in no way prevent, preclude, or bar DHS from the withdrawing or terminating access to facilities or information at any time during the term of the contract. No employee of the contractor shall be allowed unescorted access to a Government facility without a favorable EOD decision or suitability determination by the Security Office. Contractor employees' not needing access to sensitive DHS

information or recurring access to DHS' facilities will not be subject to security suitability screening. Contractor employees awaiting an EOD decision may not begin working on the contract or charge the contract until they have received an official EOD notification.

19.4 Background Investigations. Contract employees (to include applicants, temporary, part-time, and replacement employees) under the contract needing access to sensitive information, shall undergo a position sensitivity analysis based on the duties each individual will perform on the contract. The results of the position sensitivity analysis shall identify the appropriate background investigation to be conducted. All background investigations will be processed through DHS Security Office. Prospective contractor employees shall submit the following completed forms to the Security Office through the Technical POC no less than 30 days before the starting date of the contract or 30 days prior to entry on duty of any employees whether a replacement, addition, subcontractor employee, or vendor:

- (a) Standard Form 85P, "Questionnaire for Public Trust Positions"
- (b) DHS Form 11000-5 – DHS Personnel Security Data Verification

Request

- (c) DHS Form 3130 – Non-DHS Staff Assignment Document
- (d) DHS Form 11000-14 – Identification Access Control Request Card.

Required forms will be provided by DHS at the time of award of the contract. DHS Security Office will accept only complete packages. Specific instructions on submission of packages will be provided upon award of the contract.

Be advised that unless an applicant requiring access to sensitive information has resided in the United States for three of the past five years, the Government may not be able to complete a satisfactory background investigation. In such cases, DHS retains the right to deem an applicant as ineligible due to insufficient background information.

The use of Non-US citizens, including Lawful Permanent Residents (LPRs), is not permitted in the performance of this contract for any position that involves access to or development of any DHS Information Technology (IT) system. However, DHS will consider LPRs for employment on this contract for non-IT related positions. By signing this contract, the contractor agrees it will not employ LPRs in any position that requires the LPR to access or assist in the development, operation, management, or maintenance of DHS IT systems. In those instances where other non-IT requirements contained in the contract can be met by using LPRs, those requirements shall be clearly described.

19.5 Security Management. The contractor shall appoint a senior official to act as the Corporate Security Officer. The individual will interface with the Security Office through the Government Technical POC on all security matters to include physical, personnel, and protection of all Government information and data accessed by the contractor. The Technical POC and the Security Office shall have the right to inspect the procedures, methods, and facilities utilized by the contractor in complying with the security requirements under this contract. Should the Technical POC determine that the contractor is not complying with the security requirements of this contract; the contractor shall be informed in writing by the Government Technical POC of the proper action to be taken in order to effect compliance with such requirements.

The following computer security requirements apply to both DHS operations and to the former Immigration and Naturalization Service operations (FINS). These entities are hereafter referred to as the Department.

19.6 Information Technology Security Clearance. When sensitive government information is processed on Department telecommunications and automated information systems, the contractor agrees to provide for the administrative control of sensitive data being processed and to adhere to the procedures governing such data as outlined in DHS IT Security Program Publication DHS MD 4300.Pub.. Contractor personnel must have favorably adjudicated background investigations commensurate with the defined sensitivity level.

Contractors who fail to comply with Department security policy are subject to having their access to Department IT systems and facilities terminated whether or not the failure results in criminal prosecution. Any person who improperly discloses sensitive information is subject to criminal and civil penalties and sanctions under a variety of laws (e.g., Privacy Act).

19.7 Information Technology Security Training and Oversight. All contractor employees using Department automated systems or processing Department sensitive data will be required to receive Security Awareness

Training. This training will be provided by DHS.

Contractors, who are involved with management, use, or operation of any IT systems that handle sensitive information within or under the supervision of the Department, shall receive periodic training at least annually in security awareness and accepted security practices and systems rules of behavior. Department contractors with significant security responsibilities shall receive specialized training specific to their security responsibilities annually. The level of training shall be commensurate with the individual's duties and responsibilities and is intended to promote a consistent understanding of the principles and concepts of telecommunications and IT systems security.

All personnel who access Department information systems will be continually evaluated while performing these duties. Supervisors should be aware of any unusual or inappropriate behavior by personnel accessing systems. Any unauthorized access, sharing of passwords, or other questionable security procedures should be reported to the local Security Office or Information System Security Officer (ISSO).

19.8 Non-Disclosure of Protected Critical Infrastructure Information. The parties agree to implement an interim rule promulgating new regulations at Title 6 Code of Federal Regulations Section 29.8 (c) to govern procedures for handling critical infrastructure information. The regulations detailed in the interim rule, which was effective upon publication pursuant to Section 808 of the Congressional Review Act, were promulgated pursuant to Title II, Section 214 of the Homeland Security Act of 2002, known as the "Critical Infrastructure Information Act of 2002" (CII Act).

The contractor shall not request, obtain, maintain, or use Protected CII without a prior written certification from the Protected CII Program Manager or a Protected CII Officer that conforms to the requirements of Section 29.8(c) of the regulations in the Interim Rule.

The contractor shall comply with all requirements of the Protected CII (PCII) Program set out in the CII Act, in the implementing regulations published in the Interim Rule, and in the PCII Procedures Manual as they may be amended from time to time, and shall safeguard Protected CII in accordance with the procedures contained therein.

The contractor shall ensure that each of its employees, consultants, and subcontractors who work on the PCII Program have executed Non-Disclosure Agreements (NDAs) in a form prescribed by the PCII Program Manager. The contractor shall ensure that each of its employees, consultants, and subcontractors has executed a NDA and agrees that none of its employees, consultants, or sub-contractors will be given access to Protected CII without having previously executed a NDA.

20.0 OTHER

20.1 Working Relationships. The contractor is considered a vital member to the NCSO US-CERT support team. Contractor is expected to attend team meetings as required, and in particular, all Contractor personnel, including Management, shall attend an initial orientation meeting with key US-CERT personnel. Contractor will receive day to day direction from the Task Order Manager for tasks/deliverables directly supporting this SOW. Note: The Contractor shall identify the point of contact in its management structure to whom performance concerns may be raised and who has the authority to take whatever action is required to resolve them.

20.2 Estimated Work Schedule. Development will be done on a 40 hour per week schedule. Following installation, the System will be operated in a 24x7 mode. Maintenance staff will normally work an emergency cutover from the primary to the backup system, maintenance staff will be expected to work whatever hours are necessary to resume normal operation.

20.3 Estimated Travel. The only travel anticipated will be between the primary and backup sites. During the first year, it is expected that travel costs will be incurred for 11 RT airfares, 17 nights in a hotel and 28 days per diem expenses. Travel expenses during option years will include 6 RT airfares, 6 nights in a hotel and 12 days per diem.

5252.237-9401 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

(a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror's proposal identifying the difference.

The Contractor shall:

-Notify the Contracting Officer of all personnel to be used on the contract prior to any performance under the contract of the personnel he/she can expect to see on the ensuing invoices. The Contractor shall secure the Contracting Officer's or the Task Order Manager (TOM) approval on the list of personnel before any charges are accrued against the contract.

-Promptly notify the Contracting Officer of any anticipated change or reassignment of personnel assigned to perform work under the contract.

-Ensure that persons assigned to render services under the contract have the applicable qualifications as specified in the task/delivery order. If the Contractor fails to secure the Government's approval and submits charges in an invoice, these same charges will be at no cost to the Government.

-Exercise his/her own judgment and expertise to ensure the successful completion of Government specifications of work (i.e., "Statement of Work") required under individual task/delivery orders issued under this contract.

-Obtain Contracting Officer's required consent and authorization in accordance with the "Subcontract" provisions of this contract prior to subcontracting any portion of the effort required under an individual Task/Delivery Order issued under this contract.

-Ensure that proper clearances and travel letters, e.g., letters of authorization and/or area clearance requests, are sent by the Government before undertaking any travel to support tasks required under this contract.

LABOR CATEGORIES/MINIMUM REQUIREMENTS

ACADEMIC REQUIREMENTS FOR PROFESSIONAL ENGINEERING/OTHER POSITIONS

Designees must possess an Engineering Bachelor's or higher degree from a college or university whose program has been accredited by the Accreditation Board for Engineering and Technology *or the following:

Professional Registration – Designees must have current registration as a professional engineer by any state, the District of Columbia, Guam or Puerto Rico. However, those designees who achieved such certification by other than a written test (e.g., State grandfather or eminence provisions) are eligible only for positions that are within or closely related to the specialty field of their registration. For example, a designee who attains registration through a State Board's eminence provision as a manufacturing engineer typically would be eligible only for manufacturing positions.

*An accredited program is one that is listed in pamphlet AB 20 published by the Accreditation Board for Engineering and Technology located at 345 East 47th Street, New York 10017. This pamphlet may be obtained by calling (212) 705-7685.

KEY PERSONNEL

Below is a list of personnel deemed as key to the procurement:

Role	Responsibilities	Experience	Task Ref
Project Manager	Provide technical and management leadership to the team implementing and maintaining the RIS; interface directly and regularly with US-CERT Government leaders; manage project scope, commitments and performance; resolve business issues.	Bachelor's degree in Computer Science or related field and minimum of 10 years software development experience; 3 years experience customizing/configuring Remedy; 2 years project management experience	8.8
Remedy Development Engineer	Install, configure, customize, and maintain Remedy product components	Bachelor's degree in Computer Science or related field and minimum of 5 years software development	8.1, 8.2, 8.6, 8.7

		experience; 3 years experience customizing/configuring Remedy	
	Interface with functional subject matter experts to design enhancements		
	Function as Remedy product subject matter expert		
Training Specialist	Define training need of user communities. Develop and execute implementation-specific training program.	Bachelor's degree and 5 years experience developing IT related training materials; 2 years training experience; 2 years Remedy related training experience	8.4
Service Management Analyst	Solicit and document specific NCSO US-CERT Service Desk requirements for configuration purposes.	Bachelor's degree in Computer Science or related field; 2 years experience configuring/customizing Remedy; 2 years experience providing Service Desk support	8.1, 8.7
(optional role; at request of the Government)			
Human Computer Interface (HCI) Specialist	Design screens and review system design to ensure ease of use	Bachelor's degree in Computer Science or related field; 5 years experience in analysis/design of Human Computer Interfaces; graduate study or additional training in HCI desirable	8.4
Database Administrator	Oversee initial population of selected RDBMS. Ensure database integrity during ongoing operations.	Bachelor's degree; 5 years experience in database administration; experience with selected RDBMS desirable.	8.2, 8.5, 8.6, 8.7
Business Objects Integration Engineer	Install, configure and integrate with Business Objects capabilities.	Bachelor's degree in Computer Science or related field; 3 years experience in Business Objects integration	8.2, 8.3 and 8.5

C-313 SECURITY REQUIREMENTS (DEC 1999)

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

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall

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

C-315 WORKWEEK (DEC 1999)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Charleston and its Detachments is Monday through Friday 0730 to 1600. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

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

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

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

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

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military

vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.

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

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

XX 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)

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

XX 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.

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.

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.

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.

SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

2000 2/26/2007 - 2/25/2008
3000 2/26/2007 - 2/25/2008
6002 2/26/2007 - 2/25/2008

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

2001 2/26/2008 - 2/25/2009
2002 2/26/2009 - 2/25/2010
3001 2/26/2008 - 2/25/2009
3002 2/26/2009 - 2/25/2010
5000 2/26/2010 - 2/25/2011
5001 2/26/2011 - 2/25/2012
6000 2/26/2010 - 2/25/2011
6001 2/26/2011 - 2/25/2012

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

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
2000		1216360.00
LLA :		
AA 97X4930 NH3S 000 77777 0 065236 2F 000000 B70539001AAN		
JON: PWDSGG62HS		
REQ: N65236-7053-9001		
3000		16500.00
LLA :		
AA 97X4930 NH3S 000 77777 0 065236 2F 000000 B70539001AAN		
JON: PWDSGG62HS		
REQ: N65236-7053-9001		
6002		398696.00
LLA :		
AA 97X4930 NH3S 000 77777 0 065236 2F 000000 B70539001AAN		
JON: PWDSGG62HS		
REQ: N65236-7053-9001		

Task Order Manager
Sharon T Moore, J564
130 West Ave, Ste D
Pensacola, FL 32508
sharon.moore@navy.mil
850-452-7872

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

G-314 TYPE OF CONTRACT (DEC 1999)

This is a Firm Fixed Price (FFP), 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	S2404A (DCMA VIRGINIA)
DCAA Auditor	Code HAA47B (DCAA HAMPTON Branch Office)
Service Approver	Code S2404A (DCMA VIRGINIA)
Pay by	Code HQ0338 (DFAS COLUMBUS CENTER, SOUTH ENTITLEMENT)

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.

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-323 CONTRACTOR PICTURE BADGE

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCEN Charleston, Security Office, Code 0A1 upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at the locations indicated on individual delivery/task orders prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSSYSCEN Charleston, Security Office, Code 0A1 or location Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

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

(d) At the completion of the contract, the contractor shall forward to SPAWARSSYSCEN Charleston, Security Office, Code 0A1 a list of all unreturned badges with a written explanation of any missing badges.

H-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

(a) Contractor Request and Government Approval of Travel

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

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

(6) A breakdown of estimated travel and per diem charges.

(b) General

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

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

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

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

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

(c) Per Diem

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

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

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

(d) Transportation

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

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

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel

regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

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

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

(6) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

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

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

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

(a) Definition.

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

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

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

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

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

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

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

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),
 - (2) Access to confidential business information is restricted to individuals with a bona fide need to possess,
 - (3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,
 - (4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and
 - (5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).
- (e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.
- (f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.
- (g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

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

- (a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.
- (b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).
- (c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.
- (d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.
- (2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.
- (3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving

the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the SeaPort/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

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.

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

(a) Definition.

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

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

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

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

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

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

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

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

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

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

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.

ITEMS(S) LATEST OPTION EXERCISE DATE

Option 1 02/25/2008

Option 2 02/25/2009

Option 3 02/25/2010

Option 4 02/25/2011

(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)

FAR CLAUSES INCORPORATED BY REFERENCE:

52.219-6 NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003)

SECTION J LIST OF ATTACHMENTS

CDRL's 0001 THROUGH 0004

CDRL's 0005 THROUGH 0008

CDRL's 0009 THROUGH 0012

CDRL's 0013 THROUGH 0016

CDRL 0017

Attachment 2 - DD254

Attachment 3 - Remedy Software List