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 NAVAL CRIMINAL INVESTIGATIVE SERVICES  
 RECORDS MANAGEMENT DIVISION  
**LAW ENFORCEMENT RECORDS**

Package ID #: 0012230-000199

**Name:** FLEET INDUSTRIAL SUPPLY CENTER YOKOSUKA JAPAN REPORT  
 OF  
 AKA:

**Social Security Number:** \_\_\_\_\_ **Context:** Impersonal Title

**Date of Birth:** \_\_\_\_\_ **State of Birth:** \_\_\_\_\_ **Country of Birth:** \_\_\_\_\_

**Case Number:** 07DEC09FEYK03734XCR **Dossier:** \_\_\_\_\_

<b>DCII INDEX CODE:</b> G = 25 years	<b>RECORD SERIES #:</b> 5580/4d(5)	<b>Date Closed:</b> 12/07/2009
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**RECORD SERIES (FILE PLAN)**  
 Gen Mgmt, Sec & Safety Svcs - Provide Security Svcs - Law Enforcement - Non-Investigative Reports - NCIS Operations Reports (NORS)  
**Non-Investigative Reports**

**Comments:**

<input type="checkbox"/> No <b>Polygraph Examination Conducted</b>	<input type="checkbox"/> No <b>Sexual Offender Registry Completed</b>
<input type="checkbox"/> No <b>Finger Prints Submitted to Code 24B3</b>	<input type="checkbox"/> No <b>Final Disposition Report to FBI</b>

**CIS -** \_\_\_\_\_ / \_\_\_\_\_  
 Closed Status  Dup Title  Dup CCN

Disclosure/Accountability Statement: If this investigation is disseminated outside NCIS, complete NCIS Form 009/10-80, and ensure it is retained in the case file.



10 / 1778

(b)(6), (b)(7)(C) \_\_\_\_\_ certify that (b)(6), (b)(7)(C) \_\_\_\_\_  
 Typed Name of SSA  
 DATE

Unclassified when separated from attachment unless otherwise indicated.

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# U.S. NAVAL CRIMINAL INVESTIGATIVE SERVICE

REPORT OF INVESTIGATION (INFO)

07DEC09

SPECIAL INQUIRY (II)

CONTROL: 07DEC09-FEYK-0373-4XCR

I/FLEET INDUSTRIAL SUPPLY CENTER, YOKOSUKA, JAPAN/REPORT OF  
DISCLOSURE OF PROPRIETARY INFORMATION VIA ASIA NECO

MADE AT/FEYK/YOKOSUKA JP (b)(6), (b)(7)(C) SPECIAL AGENT

## EXHIBITS

- (1) Email from PA (b)(6), (b)(7)(C) 16Nov09... (Copy All)
- (2) Justification and Approval Notice Provided by (b)(6), (b)(7)(C) Undated... (Copy All)
- (3) Email from (b)(6), (b)(7)(C) 02Dec09... (Copy All)

## NARRATIVE

1. This criminal intelligence report documents the receipt of information pertaining to the alleged disclosure of proprietary information via the Asia Navy Electronic Commerce On-line (NECO) website by (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

2. On 16Nov09, Participating Agent (PA) (b)(6), (b)(7)(C) provided Reporting Agent (RA) with email correspondence he received from (b)(6), (b)(7)(C) pertaining to information (b)(6), (b)(7)(C) deemed as an egregious breach of IT security and illegal contracting practices committed by the Fleet Industrial Supply Center (FISC), Singapore; exhibit (1) pertains.

(b)(6), (b)(7)(C) alleged he accessed the Justification and Approval (J&A) notice posted on Asia NECO for FISC contract N403510D0001 and attempted to email the US government point of contact identified as (b)(6), (b)(7)(C) advised that instead of emailing (b)(6), (b)(7)(C) he inadvertently emailed Brigantine proprietary information to his competitor Leonard FRANCIS, Civ, Owner/CEO, Glenn Defense Marine (GDM); exhibit (2) pertains. (b)(6), (b)(7)(C) stated that FISC admitted their error by posting GDM's hyper-link on Asia NECO and has since changed the email address for (b)(6), (b)(7)(C) vice GDM. (b)(6), (b)(7)(C) requested PA (b)(6), (b)(7)(C) investigate his allegations.

3. (b)(6), (b)(7)(C) provided PA (b)(6), (b)(7)(C) with the email string he initiated on 12Nov09. The initial email he allegedly intended to send to (b)(6), (b)(7)(C) was addressed to leonard@glenmarinegroup.com. (b)(6), (b)(7)(C) email questioned the award justification for contract N403510D0001. (b)(6), (b)(7)(C) allegedly included a spreadsheet as an attachment to the email, which listed Brigantine's pricing strategy on another sole source contract awarded to GDM for the HK stop gap husbanding contract N4043510D0002; exhibit (1) pertains.

4. On 12Nov09, (b)(6), (b)(7)(C) provided another email to FISC, after he allegedly discovered that the first email he sent was to GDM and not to (b)(6), (b)(7)(C) addressed the email to (b)(6), (b)(7)(C), (b)(7)(F)

(b)(6), (b)(7)(C), (b)(7)(F) (b)(6), (b)(7)(C) advised in the email that he sent his first email to GDM and questioned as to why GDM was listed as a point of contact on the J&A posted on Asia NECO. (b)(6), (b)(7)(C) advised that instead of sending the email to the US

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Page 1

000002

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AUTHORIZATION FROM THE NAVAL CRIMINAL INVESTIGATIVE SERVICE.

SUBJ: I/FLEET INDUSTRIAL SUPPLY CENTER/YOKOSUKA, JAPAN/REPORT OF DIS  
**U.S. NAVAL CRIMINAL INVESTIGATIVE SERVICE**

government as he intended, he sent proprietary information to his competitor GDM. (b)(6), (b)(7)(C) further advised in the email that he requested a debriefing from FISC regarding the HK stop gap husbanding contract (N4043510D0002), which was awarded to GDM. (b)(6), (b)(7)(C) advised that based on the HK debrief, he might exercise his right to protest the GDM award of the HK contract. (b)(6), (b)(7)(C) related that since he provided GDM his pricing strategy for the HK contract in the first email he believed was going to (b)(6), (b)(7)(C) he no longer had the ability to request a re-solicitation of the HK contract; exhibit (1) pertains.

5. On 12Nov09, (b)(6), (b)(7)(C) sent another email to (b)(6), (b)(7)(C), (b)(6), (b)(7)(C), (b)(7)(F) advised in the email that FISC desired to apportion the blame on him, because he sent Brigantine's proprietary information to GDM. (b)(6), (b)(7)(C) alleged in his email that FISC clearly directed Brigantine to ask GDM questions that included proprietary information, which resulted Brigantine now being placed at an unfair disadvantage for regional husbanding service contracts; exhibit (1) pertains.

6. On 13Nov09, (b)(6), (b)(7)(C), (b)(7)(F) emailed (b)(6), (b)(7)(C) and advised that the hyper-link on Asia NECO had been changed to the email address for the (b)(6), (b)(7)(C). (b)(6), (b)(7)(C), (b)(7)(F) advised that providing the email address of the contractor awarded the contract was consistent with the goal of ensuring post award information provided on Asia NECO was available for the benefit of potential subcontractors; exhibit (1) pertains.

7. On 17Nov09, RA met with (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) advised he was aware of the information detailed supra regarding (b)(6), (b)(7)(C) claim that FISC's posting of the J&A caused him (b)(6), (b)(7)(C) to send alleged proprietary information to his competitor GDM. (b)(6), (b)(7)(C) advised FISC had no intention of misleading contractors by posting FRANCIS' email link. (b)(6), (b)(7)(C) stated that the email hyper-link to leonard@glenmarinegroup.com had since been replaced with the (b)(6), (b)(7)(C) email address. (b)(6), (b)(7)(C) stated that FISC's action of replacing the previous hyper-link, did not signify FISC had made an error by initially posting the hyper-link for GDM. RA asked (b)(6), (b)(7)(C) to determine if there was guidance published by Asia NECO pertaining to the type of hyper-links authorized to be posted on the website.

8. On 02Dec09, (b)(6), (b)(7)(C) provided RA with the results of his inquiry regarding the official guidance for the posting of information on Asia NECO, which he received via email from (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) Japan; exhibit (3) pertains. (b)(6), (b)(7)(C) advised he had yet to discover any official guidance pertaining to the posting of information on Asia NECO. (b)(6), (b)(7)(C) advised that the J&A Form on Asia NECO does not clearly indicate which email address goes in the Place of Performance block. (b)(6), (b)(7)(C) advised that since the (b)(6), (b)(7)(C) email address appears at the top of the form, (b)(6), (b)(7)(C) decided the husbanding services contractor's email address should go in the Place of Performance block on the form.

9. On 03Dec09, RA contacted (b)(6), (b)(7)(C) to determine if any additional

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Page 2

000003

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SUBJ: I/FLEET INDUSTRIAL SUPPLY CENTER/YOKOSUKA, JAPAN/REPORT OF DIS  
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guidance was discovered pertaining to the posting of information on Asia NECO. (b)(6), (b)(7)(C) advised no further guidance had yet been discovered. (b)(6), (b)(7)(C) stated FISC had no intention, nor did they direct Brigantine to ask GDM questions involving the release of proprietary information as alleged by (b)(6), (b)(7)(C) did not suspect any criminal intent on behalf of FISC by posting the hyper-link with GDM's contact information.

10. As (b)(6), (b)(7)(C) released the information to his competitor, which he deemed proprietary and results of inquires with FISC revealed no criminal or malicious intent on behalf of FISC, no further investigative action is anticipated and this matter is closed.

**PARTICIPANT**

(b)(6), (b)(7)(C) Special Agent, NCISRA Yokosuka, Japan

**DISTRIBUTION**

NCISHQ: 0023A (E)

INFO: FEYK/SNSN (M) ✓ NCIS Representative to the Naval Acquisition Integrity Office 720 Kennon St. Rm 214, Washington Navy Yard DC 20374-5066 (M) ✓

CASE CONTROL		
	INITIALS	DATE
TRANSMITTED	(b)(6), (b)(7)(C)	12/10/09
CGS		12/10/09
MAILED		12/15/09 SWSN
REMOVED	for Command / MIS Rep	
FAXED		
SSD		
PROCOMM		
DMS		
CLEOC UPDATED		

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(b)(6), (b)(7)(C)

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**From:** (b)(6), (b)(7)(C)  
**Sent:** Monday, November 16, 2009 6:34 PM  
**To:** (b)(6), (b)(7)(C)  
**Cc:**  
**Subject:** FW: BREACH OF IT SECURITY AND ILLEGAL CONTRACTING PRACTICES BY FISC YOKOSUKA [Our Ref:DJS87596]

**Attachments:** Synopsis.xls



Synopsis.xls (145 KB)

Hi (b)(6), (b)(7)(C) I don't know the status of the GDM inquiry you did last time. However, the complainant forwarded me some other unrelated information on GDM potentially receives all emails between other competitors and the Navy, due to incompetence of the USN IT people. I don't know if you want to do anything with this, but please let me know if you have any questions or if you need any additional information. Thanks!

(b)(6), (b)(7)(C)

---

**From:** (b)(6), (b)(7)(C) sent by (b)(6), (b)(7)(C)  
**Sent:** Sun 11/15/2009 10:53 PM  
**To:** (b)(6), (b)(7)(C)  
**Subject:** FW: BREACH OF IT SECURITY AND ILLEGAL CONTRACTING PRACTICES BY FISC YOKOSUKA [Our Ref:DJS87596]

Dear (b)(6), (b)(7)(C)

When we met last time you asked that I advise you if I found any evidence of wrong doing. Please see below an egregious breach of IT security as well as illegal contracting practices. FISC is providing my proprietary information to my competitors, in this case Glenn Defense, via an official government website.

To give some additional background, the US Navy requires all suppliers to use the Neco Asia website to view, bid and ask questions regarding solicitations. <https://asia.neco.navy.mil/> Note the front page advises all visitors that this is an official Navy website.

I have attached a screen shot of the Neco Asia website. In this screen shot you will see a hyperlink that says e-mail. I clicked on this hyperlink and asked a question of who I believed was (b)(6), (b)(7)(C) listed as the POC. I believe it is quite clear that any reasonable person would assume the e-mail hyperlink is designed to link to the POC listed above, (b)(6), (b)(7)(C)

Instead I was automatically linked to the e-mail address of Leonard Francis, the owner/CEO of Glenn Defense Marine. In the e-mail that I believed was sent to the contracting officer, but was instead sent to Leonard Francis, was proprietary information that I desired to discuss with the Navy, but not my primary competition.

As you can see from the below, FISC has admitted this was an error by changing the hyperlink to (b)(6), (b)(7)(C) but somehow they are telling me that I bear responsibility for sending proprietary information to a competitor.

How many other suppliers have sent questions possibly containing proprietary information to Glenn Defense, thinking that the question was being directed to the US Navy? Where is

the integrity of the US Navy electronic commerce system that they mandate to be used by suppliers.

With actions and attitudes like this, it is impossible for honest contractors to do business with the US Navy. Listing a supplier as the POC on an official government website also brings into question collusion between the US Navy and this contractor.

I would greatly appreciate your investigation into this matter. I am available to discuss at your convenience.

Best regards,

(b)(6), (b)(7)(C)

This e-mail is intended exclusively for the addressee. If you are not the addressee you must not read, copy, use or disclose the e-mail nor the content; please notify us immediately [by clicking 'Reply'] and delete this e-mail.

-----Original Message-----

From: (b)(6), (b)(7)(C), (b)(7)(F)  
Sent: Friday, November 13, 2009 7:40 AM  
To: (b)(6), (b)(7)(C)  
Cc: (b)(6), (b)(7)(C)  
Subject: RE: QUESTIONS REGARDING BIMET J&A [Our Ref:EXA09829 Your Ref:DJS62413]

Mr. (b)(6), (b)(7)(C)

Consistent with our conversation yesterday, the email address that underlies "J&A for HS BIMET" near the end of the Justification & Approval Notice has been changed to the email address of the (b)(6), (b)(7)(C)

While possibly open to several interpretations, we note that the title following the "Email" entry does not represent that it will dispatch an email to the contracting officer or contract specialist. To the contrary, the contact point for the government is listed earlier on the form with a phone number. Clicking on the "Email" link brings up an email screen that includes a plain text address to which the email will be dispatched. The email form, before the underlying email address was changed to that of (b)(6), (b)(7)(C), showed that it would be dispatched to "leonard@glenmarinegroup.com," the representative of the contractor awarded the contract to which the J&A applies. One of the purposes of providing post-award information on AsiaNECO about contracts that have been awarded with benefit of a supporting J&A is to provide information for potential subcontractors.

Providing the email address of the contractor awarded the contract is consistent with this goal. If the intent was to contact the contract specialist rather than the contractor awarded the contract, it is unfortunate that Brigantine did not contact (b)(6), (b)(7)(C) at her phone number listed on the form rather than failing to recognize (as displayed on the address showing in the email form) that the email would be sent to the contractor awarded the contract.

(b)(6), (b)(7)(C), (b)(7)(F)

http://www.neco.navy.mil/contracting/

-----Original Message-----

From: (b)(6), (b)(7)(C) sent by (b)(6), (b)(7)(C)

Sent: Thursday, November 12, 2009 5:34 PM

To: (b)(6), (b)(7)(C), (b)(7)(F)

Cc: [Redacted]

Subject: RE: QUESTIONS REGARDING BIMET J&A [Our Ref:DJS62413]

Ms. (b)(6), (b)(7)(C), (b)(7)(F)

Ref our conversaton, it is disappointing that FISC desires to apportion blame and responsibility for this unfortunate incident on Brigantine and me personally.

The point of contact on the Neco Asia website is clearly stated as (b)(6), (b)(7)(C), Brigantine should be able to use the Neco Asia website with confidence to include clicking on the Neco Asia e-mail hyperlink that is provided so questions may be asked to the Agency in confidence. What other possible reason could there be for including this hyperlink?

It was only by chance that I even noticed after sending the e-mail that it did not appear that the e-mail was going to an official USG e-mail address. If my assistant had sent the e-mail, we still would have had no idea that proprietary information had been sent to a competitor. Either way Neco Asia directed Brigantine to send questions to this address. I should be praised for bringing this egregious breach of IT security to the Government's attention. Instead I am told that I bear responsibility for the Agency's error.

I have complied fully with (b)(6), (b)(7)(C) recommendations to date which included sending an e-mail to Leonard@glenndefensemarine.com and infoing (b)(6), (b)(7)(C) advising that the e-mail should be deleted. Your suggestion that I call a (b)(6), (b)(7)(C) is not understood because I do not even know this person, nor do I have this person's phone number or e-mail address.

I do not understand why you would send an e-mail to (b)(6), (b)(7)(C) notifying him of the USG's error because now you have increased the number of person potentially privy to this proprietary information that was believed to have been provided in confidence to the POC designated on the official government website.

During our conversation you stated that you had received no response to your e-mail to Leonard or (b)(6), (b)(7)(C) but if this problem was being taken seriously by you or FISC, you would have followed up with a phone call as I had done by calling you and (b)(6), (b)(7)(C) immediately upon finding this problem.

Simply updating the hyperlink does not remedy this situation. FISC has clearly directed Brigantine to ask questions that included proprietary information to Glenn Defense, and in so doing, has put Brigantine at an unfair disadvantage for the regional husbanding solicitation, specifically region 3, that includes Hong Kong.

Brigantine is also awaiting a response to our request for debrief on the award for the HK stop gap husbanding contract, if this debrief demonstrates grounds for protest, you have taken away any source of remedy that includes re-solicitation since Brigantine's main competitor is GDM and they have been provided by FISC, via the Neco Asia website, with Brigantine's detailed costing and pricing strategy.

I desire to know the remedy for this situation.

Regards,

(b)(6), (b)(7)(C)

From: (b)(6), (b)(7)(C)  
Sent: Thursday, November 12, 2009 1:30 PM  
To: (b)(6), (b)(7)(C), (b)(7)(F)  
Cc: (b)(6), (b)(7)(C)  
Subject: FW: QUESTIONS REGARDING BIMET J&A  
Importance: High

Ms. (b)(6), (b)(7)(C),  
(b)(7)(F)

I just realized that I sent the below e-mail to Leonard of GDM. I have attached a screen shot of the NECO Asia database. You need to immediately pull up this same screen on your computer. If you click on the hyperlink for e-mail, it links to Leonard@glennteamgroup.com. I clicked on the hyperlink and sent my question per the below attached e-mail.

<< File: Synopsis.xls >>

While going through my outqueue I just realized that instead of this e-mail being sent to the USG contracting activity (FISC) as would be expected by clicking on this hyperlink on NECO Asia, it is in fact sent to a competitor.

Why is Glenn Defense listed as the POC for questions on the J&A on NECO Asia?

The question that I believed was going to FISC included proprietary pricing information that I am willing to share with a FISC contracting officer, but I am not willing to share with a competitor. I immediately want to know why Leonard@glennteamgroup.com is the e-mail POC for this J&A on NECO Asia?

How are we going to prevent GDM from using this information as this information is very valuable for the regional solicitation. I have requested a debrief on the HK award (which has not yet been provided) and based on this debrief I may exercise my right to protest. I no longer have the ability to request re-solicitation as relief since my main competitor now has my detailed pricing information and pricing strategy.

The NECO Asia website is an official government website and it is reasonable that I can assume that the POCs listed are US government entities. There was no disclaimer advising that I was sending my e-mail to anyone other than the agency involved.

This is utterly unacceptable and I want an immediate explanation.

I will call shortly. Pull up the NECO Asia immediately and see that Leonard@glennteamgroup.com is the e-mail POC on the J&A!

Regards,

(b)(6), (b)(7)(C)

From: (b)(6), (b)(7)(C)  
Sent: Thursday, November 12, 2009 1:14 PM  
To: leonard@glenmarinegroup.com  
Cc: GCABRGGOV  
Subject: QUESTIONS REGARDING BIMET J&A

Dear (b)(6), (b)(7)(C)

Please advise in more detail how FISC determined fair and reasonable pricing on the BIMET J&A. Did you plug in the pricing from the old contract into the estimated quantities for the canceled solicitation and then come up with the government's estimate of USD 19,678,692 or did you take the actual spend on the old BIMET contract from the previous year to come up with the total estimated value of the acquisition covered by the J&A?

I have attached a spreadsheet that shows Brigantine's pricing strategy on the HK contract that was recently awarded to illustrate what I am talking about. In one column we have the USG estimates, in the other column I have Brigantine's estimates. It makes a tremendous difference in the value of the contract if the quantities change. How was this dealt with the come up with the estimated dollar value of the acquisition for the BIMET J&A? To further clarify, the government's estimate for the HK contract was approximately USD 5 million per year based on the award in 2004. If the same strategy was used to sole source the HK contract to GDM in HK, would the USG price the value of the J&A based on the IGE, the old contract estimate or would the USG plug the old prices in the new estimated quantities for the 11 month extension and then come up with the estimated dollar value of the acquisition covered by the J&A.

How does the USG do the price analysis to justify and come up with the total estimated dollar value of the sole source acquisition? << File: Pricing strategy.xls >>

Best regards

(b)(6), (b)(7)(C)

HOME SYNOPSIS BUSINESS OPPS FAQ FEEDBACK LINKS SUBMIT A BFO  
CLASSIFICATION CODES ABBREVIATIONS NUMBERED NOTES CLAUSES

### JUSTIFICATION & APPROVAL NOTICE

**J&A Statutory Authority:** FAR 6.302-2 - Unusual and Compelling Urgency

**Subject:** 19--This requirement is for husbanding services to support mandatory users of the husbanding contract for the BIMET (Brunei, Indonesia, Malaysia and East Timor) regions for a period of 11 months (03 Nov

**Synopsis Date:** Nov 03, 2009

**Contracting Office Address:** N40345 FISC YOKOSUKA DET SINGAPORE PSC 470 BOX 2150 PSA Sembawang Terminal, Deptford Road Building 7-4, Singapore 759657 FPO,

**NAICS Code:** 561990 All Other Support Services

**Classification Code:** 19 - Ships, Small Craft, Pontoons, and Floating Docks

**Archive Date:** Nov 18, 2009

**Contact Points:** (b)(6), (b)(7)(C)

**Contract Award Number:** N4034510D0001

**Contract Award Date:** NOV 03, 2009

**Email:** J&A for HS BIMET

**File Attachment:** [N4034510D0001\\_J&A for N4034510D0001.pdf](#)

HOME SYNOPSIS BUSINESS OPPS FAQ FEEDBACK LINKS SUBMIT A BFO  
CLASSIFICATION CODES ABBREVIATIONS NUMBERED NOTES CLAUSES

**From:** (b)(6), (b)(7)(C)  
**Sent:** Tuesday, November 24, 2009 4:13 PM  
**To:** (b)(6), (b)(7)(C) GOV  
**Subject:** FW: QUESTIONS REGARDING BIMET J&A [Our Ref:DJS62413]  
**Signed By:** (b)(6), (b)(7)(C)

**Attachments:** j-a-notice-form.pdf; actual-notice.pdf



j-a-notice-form.pdf actual-notice.pdf

(b)(6), (b)(7)(C)

I referred your query to the (b)(6), (b)(7)(C) Department. Please note that the attachments that he included with his response (below) clearly show that the content of the form and that of the published notice do not match.

vr.

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

-----Original Message-----

**From:** (b)(6), (b)(7)(C)  
**Sent:** Tuesday, November 24, 2009 1:44 PM  
**To:** (b)(6), (b)(7)(C)  
**Cc:** (b)(6), (b)(7)(C)  
**Subject:** FW: QUESTIONS REGARDING BIMET J&A [Our Ref:DJS62413]

(b)(6), (b)(7)(C)

After looking into this issue further, I did not find any official guidance put out (or on the Asia NECO web site) on how to fill out the J&A notice other than what is on the form itself. As you can see on the form, under Place of Performance, there is an e-mail address. It is not clear as to which e-mail address goes into this block. Since the (b)(6), (b)(7)(C) e-mail appears at the top of the form, after discussions between (b)(6), (b)(7)(C) and (b)(6), (b)(7)(C) decided it should be the husbanding contractor's e-mail address, which after looking at the form is not totally inconceivable given that it is listed under the Place of Performance. Bottom line, I don't think the form is very clear and I'm not 100% certain whose e-mail address should go into the block, but we'll go back to Asia NECO to find out.

Also, FYI, I've attached the archived J&A notice - although we have since changed the e-mail address. Please let me know if you need any additional information to close this issue out. Thanks.

V/P

(b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Customer Feedback Survey: <http://www.neco.navy.mil/contracting/>

-----Original Message-----

From: (b)(6), (b)(7)(C), (b)(7)(F)

Sent: Friday, November 13, 2009 8:40 AM

To: (b)(6), (b)(7)(C)

Cc:

(b)(6), (b)(7)(C)

Subject: RE: QUESTIONS REGARDING BIMET J&A [Our Ref:DJS62413]

(b)(6), (b)(7)(C)

Consistent with our conversation yesterday, the email address that underlies "J&A for HS BIMET" near the end of the Justification & Approval Notice has been changed to the email address of the (b)(6), (b)(7)(C)

While possibly open to several interpretations, we note that the title following the "Email" entry does not represent that it will dispatch an email to the (b)(6), (b)(7)(C). To the contrary, the contact point for the government is listed earlier on the form with a phone number. Clicking on the "Email" link brings up an email screen that includes a plain text address to which the email will be dispatched. The email form, before the underlying email address was changed to that of (b)(6), (b)(7)(C) showed that it would be dispatched to "leonard@glenmarinegroup.com," the representative of the contractor awarded the contract to which the J&A applies. One of the purposes of providing post-award information on AsiaNECO about contracts that have been awarded with benefit of a supporting J&A is to provide information for potential subcontractors. Providing the email address of the contractor awarded the contract is consistent with this goal. If the intent was to contact the (b)(6), (b)(7)(C) rather than the contractor awarded the contract, it is unfortunate that Brigantine did not contact (b)(6), (b)(7)(C) at her phone number listed on the form rather than failing to recognize (as displayed on the address showing in the email form) that the email would be sent to the contractor awarded the contract.

(b)(6), (b)(7)(C), (b)(7)(F)

-----Original Message-----

From: (b)(6), (b)(7)(C)

[mail: (b)(6), (b)(7)(C)]

Sent: Thursday, November 12, 2009 5:34 PM

To: (b)(6), (b)(7)(C), (b)(7)(F)

Cc: (b)(6), (b)(7)(C)

(b)(6), (b)(7)(C)

Subject: RE: QUESTIONS REGARDING BIMET J&A [Our Ref:DJS62413]

Ms. (b)(6), (b)(7)(C), (b)(7)(F)

Ref our conversaton, it is disappointing that FISC desires to apportion blame and responsibility for this unfortunate incident on Brigantine and me personally.

The point of contact on the Neco Asia website is clearly stated as (b)(6), (b)(7)(C). Brigantine should be able to use the Neco Asia website with confidence to include clicking on the Neco Asia e-mail hyperlink that is provided so questions may be asked to the Agency in confidence. What other possible reason could there be for including this hyperlink?

It was only by chance that I even noticed after sending the e-mail that it did not appear that the e-mail was going to an official USG e-mail address. If my assistant had sent the e-mail, we still would have had no idea that proprietary information had been sent to a competitor. Either way Neco Asia directed Brigantine to send questions to this address. I should be praised for bringing this egregious breach of IT security to the Government's attention. Instead I am told that I bear responsibility for the Agency's error.

I have complied fully with (b)(6), (b)(7)(C) recommendations to date which included sending an e-mail to Leonard@glenndefensemarine.com and infoing (b)(6), (b)(7)(C) (b)(6), (b)(7)(C) advising that the e-mail should be deleted. Your suggestion that I call a (b)(6), (b)(7)(C) is not understood because I do not even know this person, nor do I have this person's phone number or e-mail address. I do not understand why you would send an e-mail to (b)(6), (b)(7)(C) notifying him of the USG's error because now you have increased the number of person potentially privy to this proprietary information that was believed to have been provided in confidence to the POC designated on the official government website.

During our conversation you stated that you had received no response to your e-mail to Leonard or (b)(6), (b)(7)(C) but if this problem was being taken seriously by you or FISC, you would have followed up with a phone call as I had done by calling you and (b)(6), (b)(7)(C) immediately upon finding this problem.

Simply updating the hyperlink does not remedy this situation. FISC has clearly directed Brigantine to ask questions that included proprietary information to Glenn Defense, and in so doing, has put Brigantine at an unfair disadvantage for the regional husbanding solicitation, specifically region 3, that includes Hong Kong.

Brigantine is also awaiting a response to our request for debrief on the award for the HK stop gap husbanding contract, if this debrief demonstrates grounds for protest, you have taken away any source of remedy that includes re-solicitation since Brigantine's main competitor is GDM and they have been provided by FISC, via the Neco Asia website, with Brigantine's detailed costing and pricing strategy.

I desire to know the remedy for this situation.

Regards,

(b)(6), (b)(7)(C)

From: (b)(6), (b)(7)(C)  
Sent: Thursday, November 12, 2009 1:30 PM  
To: (b)(6), (b)(7)(C), (b)(7)(F)  
Cc: (b)(6), (b)(7)(C)  
Subject: FW: QUESTIONS REGARDING BIMET J&A  
Importance: High

(b)(6), (b)(7)(C), (b)(7)(F)

I just realized that I sent the below e-mail to Leonard of GDM. I have attached a screen shot of the NECO Asia database. You need to immediately pull up this same screen on your computer. If you click on the hyperlink for e-mail, it links to Leonard@glenmmarinegroup.com. I clicked on the hyperlink and sent my question per the below attached e-mail.

<< File: Synopsis.xls >>

While going through my outqueue I just realized that instead of this e-mail being sent to the USG contracting activity (FISC) as would be expected by clicking on this hyperlink on NECO asia, it is in fact sent to a competitor.

Why is Glenn Defense listed as the POC for questions on the J&A on NECO Asia?

The question that I believed was going to FISC included proprietary pricing information that I am willing to share with a FISC contracting officer, but I am not willing to share with a competitor. I immediately want to know why Leonard@glenndefensegroup.com is the e-mail POC for this J&A on NECO Asia?

How are we going to prevent GDM from using this information as this information is very valuable for the regional solicitation. I have requested a debrief on the HK award (which has not yet been provided) and based on this debrief I may exercise my right to protest. I no longer have the ability to request re-solicitation as relief since my main competitor now has my detailed pricing information and pricing strategy.

The NECO Asia website is an official government website and it is reasonable that I can assume that the POCs listed are US government entities. There was no disclaimer advising that I was sending my e-mail to anyone other than the agency involved.

This is utterly unacceptable and I want an immediate explanation.

I will call shortly. Pull up the NECO Asia immediately and see that leonard@glenndefensegroup.com is the e-mail POC on the J&A!

Regards,

(b)(6), (b)(7)(C)

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From: (b)(6), (b)(7)(C)  
Sent: Thursday, November 12, 2009 1:14 PM  
To: leonard@glenmmarinegroup.com  
Cc: (b)(6), (b)(7)(C)  
Subject: QUESTIONS REGARDING BIMET J&A

Dear (b)(6), (b)(7)(C)

Please advise in more detail how FISC determined fair and reasonable pricing on the BIMET J&A. Did you plug in the pricing from the old contract into the estimated quantities for the canceled solicitation and then come up with the government's estimate of USD 19,678,692 or did you take the actual

spend on the old BIMET contract from the previous year to come up with the total estimated value of the acquisition covered by the J&A?

I have attached a spreadsheet that shows Brigantine's pricing strategy on the HK contract that was recently awarded to illustrate what I am talking about. In one column we have the USG estimates, in the other column I have Brigantine's estimates. It makes a tremendous difference in the value of the contract if the quantities change. How was this dealt with the come up with the estimated dollar value of the acquisition for the BIMET J&A? To further clarify, the government's estimate for the HK contract was approximately USD 5 million per year based on the award in 2004. If the same strategy was used to sole source the HK contract to GDM in HK, would the USG price the value of the J&A based on the IGE, the old contract estimate or would the USG plug the old prices in the new estimated quantities for the 11 month extension and then come up with the estimated dollar value of the acquisition covered by the J&A.

How does the USG do the price analysis to justify and come up with the total estimated dollar value of the sole source acquisition? << File: Pricing strategy.xls >>

Best regards

(b)(6), (b)(7)(C)

