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GENERAL INFORMATION

The purpose of this modification is to provide incremental funding for Contract Line Item Numbers (CLINs) 7101 and 9101. Accordingly, said Task Order is modified as follows:

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$4,863,841.48 by \$1,354,000.00 to \$6,217,841.48.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
710103	O&MN,N	0.00	1,324,000.00	1,324,000.00
910103	O&MN,N	0.00	30,000.00	30,000.00

The total value of the order is hereby increased from \$6,517,922.26 by \$0.00 to \$6,517,922.26.

Sections B and G were updated accordingly.

A conformed copy of this Task Order is attached to this modification for informational purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001	R408	To provide Program Management Support Services for PEO SS and PMW 146 in accordance with the Performance Work Statement for the Base Period of this Task Order. (Fund Type - TBD)	1.0	LO			\$2,827,841.85
700101	R408	FY17 OMN Funding for CLIN 7001 (O&MN,N)					
700102	R408	FY18 OMN Funding for CLIN 7001 (O&MN,N)					
7101	R408	To provide Program Management Support Services for PEO SS and PMW 146 in accordance with the Performance Work Statement for Option Period 1 of this Task Order. (Fund Type - TBD)	1.0	LO			\$3,190,080.41
710101	R408	(O&MN,N)					
710102	R408	(O&MN,N)					
710103	R408	(O&MN,N)					
7201	R408	To provide Program Management Support Services for PEO SS and PMW 146 in accordance with the Performance Work Statement for Option Period 2 of this Task Order. (Fund Type - TBD) Option	1.0	LO			\$3,193,375.24
7301	R408	To provide Program Management Support Services for PEO SS and PMW 146 in accordance with the Performance Work Statement for Option Period 3 of this Task Order. (Fund Type - TBD) Option	1.0	LO			\$3,387,171.11
7401	R408	To provide Program Management Support Services for PEO SS and PMW 146 in accordance with the Performance Work Statement for Option Period 4 of this Task Order. (Fund Type - TBD) Option	1.0	LO			\$3,470,571.10

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R408	ODC CLIN in accordance with the Performance Work Statement for the Base Period of this Task Order. (Fund Type - TBD)	1.0	LO	\$250,000.00
900101	R408	FY17 OMN Funding for CLIN 9001 (O&MN,N)			
9101	R408	ODC CLIN in accordance with the Performance Work Statement for the Option Period 1 of this Task Order. (Fund Type - TBD)	1.0	LO	\$250,000.00
910101	R408	(O&MN,N)			
910102	R408	(O&MN,N)			
910103	R408	(O&MN,N)			
9201	R408	ODC CLIN in accordance with the Performance Work Statement for Option Period 2 of this Task Order. (Fund Type - TBD) Option	1.0	LO	\$250,000.00
9301	R408	ODC CLIN in accordance with the Performance Work Statement for Option Period 3 of this Task Order. (Fund Type - TBD) Option	1.0	LO	\$250,000.00
9401	R408	ODC CLIN in accordance with the Performance Work Statement for Option Period 4 of this Task Order. (Fund Type - TBD) Option	1.0	LO	\$250,000.00

B-1 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.

B-2 OTHER DIRECT COSTS

It is anticipated that ODC costs will consist mainly of travel and incidental material costs. The Government reserves the right to increase the Other Direct Costs CLINs to reflect increases for travel and other direct costs. Travel costs shall be reimbursed based on actual, reasonable costs in accordance with the Joint Travel Regulations or with FAR 31.205-46. Travel and Other Direct Costs (ODCs) will be non-fee bearing cost elements subject to Material Handling and G&A rates only.

B-3 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT) (5252.216-9206)

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is **SEE TABLE BELOW** hours. The **SEE TABLE BELOW** direct labor hours includes no compensated overtime labor hours.

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above,

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such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the rate of SEE **TABLE BELOW** per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

<u>TABLE</u>	<u>CLIN</u>	<u>FIXED FEE</u>	<u>HOURS</u>	<u>FEE PER DIRECT LABOR HOUR</u>
BASE YEAR	7001		25,398	
OPTION I	7101		43,693	
OPTION II	7201		44,221	
OPTION III	7301		46,301	
OPTION IV	7401		46,751	

The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

The Government reserves the right to transfer unused ceiling from one period to another as needed.

B-4 LIMITATION OF LIABILITY - INCREMENTAL FUNDING (5252.232-9210)

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of cost and fee are as follows:

(c) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state the total amounts allotted for cost and fee, and the CLINs covered thereby.

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(d) Subject to the provisions of FAR 52.232-22 "Limitation of Funds" clause of this task order, no legal liability on the part of the Government for payment in excess of the amounts provided above shall arise unless additional funds are made available and are incorporated via modification to this task order.

B-5 OPTION EXTENSION COSTS

In the event the Government exercises its rights to extend the order by up to six additional months pursuant to clause at FAR 52.217-8, Option to Extend Services, such extension will be considered to have been evaluated, as its cost shall be at the rates specified for the period that is being extended.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

C-1 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998)(SPAWAR C-301)

Work under this contract shall be performed in accordance with Attachment No. 1 Performance Work Statement (PWS) and Exhibit A Contract Data Requirements List (CDRL).

C-2 QUALITY ASSURANCE SURVEILLANCE PLAN

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 Contracting Officer's Representative (COR) 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. The Quality Assurance Surveillance Plan is incorporated as Attachment 2 to this Task Order.

C-3 SECURITY REQUIREMENTS (DEC 1999)(5252.204-9200)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 3, 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 SPAWARSYSCOM Security Officer.

C-4 WORKWEEK (APR 2012) (5252.222-9200)

(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 SPAWARSYSCOM is Monday – Friday 0800 to 1630 hours. 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:

<u>Name of Holiday</u>	<u>Time of Observance</u>
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

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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.

(e) Periodically the Government may conduct Anti-Terrorism Force Protection (AT/FP) and/or safety security exercises which may require the Contractor to adjust its work schedule and/or place of performance to accommodate execution of the exercise. The Contractor will be required to work with its Government point of contact to adjust work schedules and/or place of performance in the case of an exercise that causes disruption of normally scheduled work hours, or disruption of access to a government facility. The contract does not allow for payment of work if schedules cannot be adjusted and/or the work cannot be executed remotely (i.e., the contractor's facility or alternate non-impacted location), during an exercise when government facilities are inaccessible.

C-5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

(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-6 KEY PERSONNEL (DEC 1999) (5252.237-9601)

(a) The Offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The Offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide

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the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

NAME	CONTRACT LABOR CATEGORY
_____	_____
_____	_____
_____	_____

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the Offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

C-7 KEY PERSONNEL QUALIFICATION REQUIREMENTS (5252.237-9600)

The work, as defined by the Performance Work Statement (PWS), is expected to be accomplished by a mixture of professional and technical personnel, including specified key personnel. The contractor shall provide personnel who are fully qualified and competent to perform the full range of tasks described in the PWS. The contractor is responsible for insuring the accuracy of the information contained in the resumes. The Government reserves the right to review all resumes of proposed personnel. Key Personnel proposed should demonstrate the following desired education, qualifications and experience (except where noted as required):

Program Manager – (1 Total)

Qualifications and Experience:

- (1) Secret Security Clearance (required).
- (2) Bachelor’s degree from an accredited college or university (required); Master’s Degree in a business related field

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desired.

- (3) Specialized experience with seven (7) years of program management experience with the Department of the Navy as related to the PWS, with a minimum of seven (7) years of experience in ACAT I/II Acquisitions, including at least five (5) of the last seven (7) with in depth acquisition experience in Satellite Communications; DAWIA Level III Program Management Certification industry equivalent is highly preferred.

Senior Acquisition Specialist – (1 Total)

Qualifications and Experience:

- (1) Secret Security Clearance (required).
- (2) Bachelor's degree from an accredited college or university (required); Master's Degree in a business related field desired.
- (3) Specialized experience with seven (7) years of acquisition/contracts management experience with the Department of the Navy as related to the PWS, with a minimum of five (5) years of experience in ACAT I/II Acquisitions, including at least two (2) of the last five (5) with in depth acquisition experience in Satellite Communications; DAWIA Level III Program Management Certification or industry equivalent is highly preferred.

Senior Engineer – (1 Total)

Qualifications and Experience:

- (1) Secret Security Clearance (*required*).
- (2) Bachelor's degree from an accredited college or university (*required*); Master's Degree desired.
- (3) Specialized experience with seven (7) years of acquisition/satellite ground systems management with the Department of the Navy as related to the PWS, with a minimum of five (5) years of experience in ACAT I/II Communications Systems, including at least two (2) of the last five (5) with in depth sustainment experience in Satellite Communications Ground Systems; DAWIA Level III Program Management Certification or industry equivalent is highly preferred.

C-8 LIABILITY INSURANCE--COST TYPE CONTRACTS (5252.228-9201) (OCT 2001)

- (a) The following types of insurance are required in accordance with the FAR 52.228-7 "Insurance--Liability to Third Persons" clause and shall be maintained in the minimum amounts shown:

- (1) Workers' compensation and employers' liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

C-9 LABOR CATEGORY IDENTIFICATION

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Correspondence, Technical Instruction, Vouchers, Invoices, Status Reports, etc., shall utilize the Contractor's standard labor category terminology as established in its proposal at time of award. For each category of labor specified by the Government, the Offeror shall identify the corresponding company labor category/categories table:

Labor Category	Offeror Corresponding Labor Category
Administrative Assistant	Administrative Assistant
Assistant Contract Technical Representative (ACTR)	Assistant Contract Technical Representative (ACTR)
Financial Analyst	Financial Analyst
Cost Specialist	Cost Specialist
Program Management Specialist	Program Management Specialist
Senior Acquisition Specialist	Senior Acquisition Specialist
Senior Engineer	Senior Engineer
Senior Program Management Specialist	Senior Program Management Specialist

Personnel for each labor category should demonstrate the following desired education and experience:

Government Labor Category Description	Experience and Expertise	Education	Years of Relevant Experience
Administrative Assistant	<ul style="list-style-type: none"> - Experience with providing front office support by maintaining schedules, travel coordination, meeting coordination, awards coordination, transcribing correspondence into the appropriate format and answering the phone. - Experience with Routing documentation for review among staff. 	Bachelor's degree from an accredited college or university (An additional 4 years of specialized expertise may be substituted for a Bachelor's degree).	>2
Assistant Contract Technical Representative (ACTR)	<ul style="list-style-type: none"> - Experience with entering and tracking all Navy Marine Corps Intranet (NMCI) equipment, tracking phones with facilities, ordering approved equipment and/or services, and ensuring that all transferring or departing Government employees or Contractors turn-in all assigned NMCI/phone equipment prior to departure. - Experience with maintaining a configuration database for all personnel to track NMCI/phone configuration data for each user. - Experience with initiating and managing Move and Change (MAC) transactions in the NMCI system to include: modify, move, delete NMCI accounts, or move users with NMCI assets. - Experience with scheduling maintenance for copiers 	Bachelor's degree from an accredited college or university (An additional 4 years of specialized expertise may be substituted for a Bachelor's degree). Degree preferably in IT Systems Technologies or Computer Science.	>2

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Government Labor Category Description	Experience and Expertise	Education	Years of Relevant Experience
	and printers and order the associated consumables.		
Financial Analyst	<ul style="list-style-type: none"> - Experience with preparing financial reports and/or coordinating responses on all requests for program budgetary information for acquisition documentation updates or acquisition related data calls. - Knowledgeable on financial management legislation, policy and guidance. - Experience with analyzing Program Objectives Memorandum (POM) and budget submissions to ensure consistency (cost /schedule /appropriation). - Experience with providing support execution of all financial resources in accordance with DoD policies and regulations to provide stewardship and accountability for all related programs. - Experience with performing tasks using Microsoft word programs and Navy/DoD financial tools to provide financial support. 	<p>Bachelor's degree from an accredited college or university (an additional 4 years of specialized expertise may be substituted for a Bachelor's degree).</p> <p>Degree preferably in Business Administration or Finance.</p> <p>DAWIA Level I-II in Business- Financial Management, Certified Defense Financial Manager or industry equivalent is highly preferred.</p>	>2
Cost Specialist	<ul style="list-style-type: none"> - Experience with performing cost estimating and analysis for all related acquisition, non-acquisition, and special interest programs. - Experience with providing risk-based cost estimates, sensitivity analyses, cost model development, cost estimating relationships, cost factors, cost as an independent variable plans, and should cost analysis. - Experience in assisting with financial documentation in accordance with DoD, DoN, SPAWAR policies and instructions. 	<p>Bachelor's degree from an accredited college or university (an additional 4 years of specialized expertise may be substituted for a Bachelor's degree).</p> <p>Degree preferably in Business Administration or Finance.</p> <p>DAWIA Level I-II in Cost Estimating or industry equivalent is highly preferred.</p>	>2
Program Management Specialist	<ul style="list-style-type: none"> - Experience with identifying, updating, and reporting all program related risks. - Experience with developing, analyzing, and maintaining a program office integrated master scheduling (IMS). - Experience with providing administrative and technical support services in the preparation and maintenance of logistics documentation. - Experience with providing support for and coordinating the review of all required documentations in support of Independent Logistics Assessments (ILA). -- Experience with evaluating system support requirements in 	<p>Bachelor's degree from an accredited college or university. (An additional 4 years of specialized expertise may be substituted for a Bachelor's degree).</p>	>4

Government Labor Category Description	Experience and Expertise	Education	Years of Relevant Experience
	<p>accordance with DoD and Navy instructions and regulations.</p> <p>- Knowledgeable with records management services in to ensure secure maintenance and care of program data in accordance with DoN and SPAWAR guidelines utilizing the program office records management application.</p> <p>Experience with providing knowledge management services that integrate filing and retrieval of reference documents, program generated documents and decisions, both in hard copy and soft copy.</p>		
Senior Acquisition Specialist	<p>-Experience with providing guidance and direction on acquisition policies and processes (DoD 5000 series, applicable OMB circulars, Defense Acquisition Guide, DoN Acquisition and Capabilities Guidebook, etc.) as demonstrated by a working knowledge of contents and application of each in the acquisition life cycle for an ACAT I program.</p> <p>- Experience with reviewing and recommending changes to all acquisition documents.</p> <p>- Experience with providing analysis and reviewing acquisition and milestone decision briefs for Senior Leadership at the Flag and Senior Executive service level within the Office of the Secretary of the Navy and Office of the Secretary of Defense.</p> <p>- Understand statutory and policy procurement-related requirements.</p> <p>- Demonstrate a working knowledge of contents and application to the contracting process. Ability to apply this knowledge towards creation/modification of contract related policy, processes, and strategically plan towards more efficient and effective contracts management.</p> <p>- Understand contract phases (planning, solicitation, award, administration) as well as contract strategy development, industry incentives, market research; acquisition planning; cost and price analysis, solicitation and selection of sources.</p>	<p>Bachelor's degree from an accredited college or university (required); Master's Degree in a business related field desired.</p> <p>DAWIA Level III Program Management Certification or industry equivalent is highly preferred.</p>	≥ 7
Senior Engineer	<p>- Experience providing acquisition/satellite ground systems management expertise for the program office.</p> <p>- Experience supporting the establishment and sustainment of Government waveform maintenance capabilities as well as configuration management for Lab artifacts (hardware/software) and associated documentation.</p> <p>- Experience with coordinate all content management changes with the Government Information Repository (IR) group.</p> <p>- Experience with developing plans and procedures for</p>	<p>Bachelor's degree from an accredited college or university. Master's Degree desired.</p> <p>DAWIA Level III Program Management Certification or industry equivalent is highly preferred.</p>	≥ 7

Government Labor Category Description	Experience and Expertise	Education	Years of Relevant Experience
	<p>interoperability testing of ported waveforms on Program of Record (POR) and Non Development Items (NDI) terminals and provide SME support.</p> <p>- Experience with coordinating support with evaluation of waveform software and documentation.</p>		
Senior Program Management Specialist	<p>- Experience with providing support to front office staff including the Chief of Staff and Senior Executive Service (SES) personnel.</p> <p>- Experience with coordinating and integrating activities across front office and subordinate program office(s).</p> <p>- Experience with preparing Flag Officer and SES level briefs, papers and documents.</p> <p>- Experience with coordinating schedules to facilitate timely completion of briefs, reports, presentations and other required deliverables.</p> <p>- Experience with creating data and providing statistical analyses of program data by transforming information into reports to assist staff in programmatic and business management decisions.</p>	<p>Bachelor's degree from an accredited college or university. (An additional 4 years of specialized expertise may be substituted for a Bachelor's degree).</p>	<p>>8</p>

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Contracting Officer’s Representative

All deliverables shall be packaged and marked in accordance with Best Commercial Practices.

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SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Contracting Officer's Representative or his/her duly authorized representative.

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SECTION F DELIVERABLES OR PERFORMANCE

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

7001	3/23/2017 - 3/22/2018
7101	3/23/2018 - 3/22/2019
9001	3/23/2017 - 3/22/2018
9101	3/23/2018 - 3/22/2019

F-1 PERIODS OF PERFORMANCE (DEC 1999)

CLIN – DELIVERIES OR PERFORMANCE

The period of performance is the following:

BASE PERIOD:

7001	23 March 2017 – 22 March 2018
9001	23 March 2017 – 22 March 2018

OPTION 1:

7101	23 March 2018 – 22 March 2019
9101	23 March 2018 – 22 March 2019

OPTION 2:

7201	23 March 2019 – 22 March 2020
9201	23 March 2019 – 22 March 2020

OPTION 3:

7301	23 March 2020 – 22 March 2021
9301	23 March 2020 – 22 March 2021

OPTION 4:

7401	23 March 2021 – 22 March 2022
9401	23 March 2021 – 22 March 2022

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 52.217-9 “Option to Extend the Term of the Contract”.

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

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 STATUS REPORTS

The contractor shall electronically submit Status Reports in accordance with the format and content detailed in CDRLs A001 - A003. The Contractor shall deliver the initial reports 45 Days After Contract Award (DACA). Subsequent submissions are due in accordance with the instructions contained within the CDRLs.

G-2 INVOICING INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

Contractor Invoicing Instruction:

(a) Consistent with Task Order clause G-6, 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) listed in the Accounting Data provided in Section G.

(b) Each ACRN under this contract is associated to a specific program, project, or PWS paragraph. Cross-reference information for invoicing is provided in Section G, "Accounting Data." Under each ACRN; the program, project, or PWS paragraph; appropriation funds type and appropriation year are identified.

Costs incurred under the referenced program, project, or PWS paragraph shall only be billed to the associated ACRN(s). The contractor is only authorized to invoice for work completed under the program, project, or PWS paragraph referenced within each ACRN. Within each program, project, or PWS paragraph, the Contractor shall invoice in the same proportion as the amount of funding currently un-liquidated (for each ACRN within the same fiscal year), starting with the earliest appropriation year.

(c) The contractor's invoice shall identify the appropriate Contract and Task Order number. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Sub-line Item Number (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 Contracting Officer's Representative at the time of submission to WAWF.

G-3 DFAS SPECIAL PAYMENT INSTRUCTION (252.204-0012)

The payment office shall make payment from each ACRN in accordance with the amounts invoiced by CLIN/SLIN/ACRN as referenced on the contractor's invoice.

G-4 TYPE OF CONTRACT

This is a Cost Plus Fixed Fee - Level of Effort (TERM) task order.

G-5 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (252.232-7006)(MAY 2013)

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

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“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Combo

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

N00039

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00039
Admin DoDAAC	S5111A
Inspect By DoDAAC	N00039
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00039
Service Acceptor (DoDAAC)	N00039
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA47B

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Other DoDAAC(s)	N/A
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(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

meredith.hunter@navy.mil
christine.hurst@navy.mil
kim.mcgraw@navy.mil
alexander.chan-lai@navy.mil
jeffrey.mccoy@navy.mil
bohdan.brozino@navy.mil

(g) *WAWF point of contact.*

The Contractor may obtain clarification and or technical help regarding invoicing in WAWF from the WAWF helpdesk at 866-618-5988.

G-6 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)

(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, 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 of the contract or in the task or delivery order that authorizes work. 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.

G-7 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Joel Pitel
Code: SPAWAR 2.0B
Address: 4301 Pacific Highway, San Diego CA 92110
Phone: (619) 524-7598
E-Mail: Joel.Pitel@navy.mil

G-8 CONTRACTING OFFICER’S REPRESENTATIVE (COR)

The SPAWAR Contracting Officer’s Representative for this Task Order is:

Name: Alexander Chan
Code: PMW 146

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Address: 4301 Pacific Highway, San Diego CA 92110

Phone: (619) 221-7783

Email: alexander.chan-lai@navy.mil

G-9 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM

(a) Past performance information will be collected and maintained under this contract using the Department of Defense Contractor Performance Appraisal Reporting System (CPARS). CPARS is a web-enabled application that collects and manages the contractor's performance information on a given contract during a specific period of time. Additional information is available at <http://www.cpars.navy.mil/>.

(b) After contract award, the contractor will be given access authorization by the respective SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Accounting Data

SLINID	PR Number	Amount
700101	130063244100001	700000.00
LLA :		
AA 1771804 5C1C 251 00039 0 050120 2D 000000 A00003908402		
900101	130063244100001	100000.00
LLA :		
AA 1771804 5C1C 251 00039 0 050120 2D 000000 A00003908402		
BASE Funding 800000.00		
Cumulative Funding 800000.00		
MOD P00001 Funding 0.00		
Cumulative Funding 800000.00		
MOD P00002		
700101	130063244100001	1060374.00
LLA :		
AA 1771804 5C1C 251 00039 0 050120 2D 000000 A00003908402		
900101	130063244100001	150000.00
LLA :		
AA 1771804 5C1C 251 00039 0 050120 2D 000000 A00003908402		
MOD P00002 Funding 1210374.00		
Cumulative Funding 2010374.00		
MOD P00003		
700101	130063244100001	946475.00
LLA :		
AA 1771804 5C1C 251 00039 0 050120 2D 000000 A00003908402		
900101	130063244100001	(150000.00)
LLA :		

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AA 1771804 5C1C 251 00039 0 050120 2D 000000 A00003908402

MOD P00003 Funding 796475.00
Cumulative Funding 2806849.00

MOD P00004

710101 130063244100005 766000.00

LLA :

AB 1781804 5C1C 251 00039 0 050120 2D 000000 A10003908402

910101 130063244100005 20000.00

LLA :

AB 1781804 5C1C 251 00039 0 050120 2D 000000 A10003908402

MOD P00004 Funding 786000.00
Cumulative Funding 3592849.00

MOD P00005

700102 130063244100006 120992.48

LLA :

AB 1781804 5C1C 251 00039 0 050120 2D 000000 A10003908402

MOD P00005 Funding 120992.48
Cumulative Funding 3713841.48

MOD P00006

710102 130063244100007 1100000.00

LLA :

AB 1781804 5C1C 251 00039 0 050120 2D 000000 A10003908402

910102 130063244100007 50000.00

LLA :

AB 1781804 5C1C 251 00039 0 050120 2D 000000 A10003908402

MOD P00006 Funding 1150000.00
Cumulative Funding 4863841.48

MOD P00007

710103 130063244100008 1324000.00

LLA :

AB 1781804 5C1C 251 00039 0 050120 2D 000000 A10003908402

910103 130063244100008 30000.00

LLA :

AB 1781804 5C1C 251 00039 0 050120 2D 000000 A10003908402

MOD P00007 Funding 1354000.00
Cumulative Funding 6217841.48

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 DATA RIGHTS

The Data Rights clause(s) in the basic contract are invoked for this task order.

H-2 CONTRACTOR PICTURE BADGE (JUL 2013) (5252.204-9202)

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM Security Office 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 SPAWARSSYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSSYSCOM 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 SPAWARSSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

H-3 CONTRACTOR IDENTIFICATION (MAY 2004) (5252.237-9602)

(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-4 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (5252.227-9207)

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, 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. Information does not 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). Similarly, Information does not include computer software/computer software documentation, as those terms are 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 Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. 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

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limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor's or subcontractors' 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; and,

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

(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 information under paragraphs (c)(1) and (c)(2) 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) and (c)(2);

(2) Access to Information is restricted to individuals with a bona fide need to possess;

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non-disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non-disclosure agreements shall be provided to the Government;

(4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,

(5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(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 attorney's 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 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 Information.

(h) The Contractor company will submit a signed copy of the Information Access Agreement - Company, see Section J, Attachment 4.

H-5 TECHNICAL DIRECTION (COST TYPE CONTRACTS) (5252.242-9202) (APR 1992)

(a) Technical Direction may be provided to the Contractor from time to time by the Contracting Officer or Contracting Officer's Representative, if authorized, during the term (term is defined as the period of performance for the basic contract and any options that may be exercised) of this contract. Technical Direction will provide specific information relating to the tasks contained in the Statement of Work and will be provided to the contractor in writing. Any Technical Direction issued hereunder will be subject to the terms and conditions of the contract.

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The contract shall take precedence if there is any conflict with any Technical Direction issued hereunder, and cannot be modified by any Technical Direction.

(b) As stated, Technical Direction shall be issued in writing and shall include, but not be limited to, the following information:

- (1) date of issuance of Technical Direction;
- (2) applicable contract number;
- (3) technical direction identification number;
- (4) description of Technical Direction;
- (5) estimated cost;
- (6) estimated level of effort by labor category; and
- (7) signature of the PCO/COR.

(c) If the contractor does not agree with the estimated cost specified on the technical direction, or considers the technical direction to be outside the scope of the contract, he shall notify the PCO or COR immediately and, in the case of the estimated cost, arrive at a general agreement to the cost of the task. In the case of the direction requiring work that is out of the scope of the contract, the contractor shall not proceed with the effort unless and until the PCO executes a contract modification to include the change in scope.

H-6 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) (5252.231-9200)

(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:

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(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

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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.

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In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (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-7 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011) (5252.237-9603)

(a) Definition. As used in this clause, "sensitive information" includes:

- (i) All types and forms of confidential business information, including financial information relating to a contractor's pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;
- (ii) Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);
- (iii) Information properly marked as "business confidential," "proprietary," "procurement sensitive," "source selection sensitive," or other similar markings;
- (iv) Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

(b) In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include "sensitive information" or other information not previously made available to the public that would be competitively useful on current or future related procurements.

(c) Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

- (i) Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;
- (ii) Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;

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- (iii) Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.
- (iv) Execute an “Information Access Agreement – Contractor Company” non-disclosure agreement (see Attachment 4), and obtain and submit to the Contracting Officer a signed “Information Access Agreement – Contractor Employee” non-disclosure agreement for each employee prior to assignment (see Attachment 5);
- (v) Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

(d) In the event that the Contractor inadvertently accesses or receives any information marked as “proprietary,” “procurement sensitive,” or “source selection sensitive,” or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

(e) The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

(f) Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

(g) Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the “Information Access Agreement,” a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor’s plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A “firewall” may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

**H-8 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (252.239-7001)
(JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including –

(1) DoD-approved information assurance workforce certification appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

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(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

H-9 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (5252.243-9600)(JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Jeff McCoy
ADDRESS: 4301 Pacific Hwy.
San Diego, CA. 92110-3127
TELEPHONE: 619-524-7168
E-MAIL: jeffrey.mccoy@navy.mil

H-10 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (5252.209-9206)(DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H-11 5252.209-9203 ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION) (DEC 1999)

(a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of Program Management Support Services for Program Executive Office Space Systems (PEOSS) in conjunction with the U.S. Navy's Communications Satellite Program Office (PMW 146). The parties recognize that by the Contractor providing this support a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.

(b) For the purpose of this clause, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.

(c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime,

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consultant or subcontractor at any tier.

(d) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(e) The Contractor further agrees that it will not perform technical evaluations as described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.

(f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

(End of clause)

H-12 ORGANIZATIONAL CONFLICT OF INTEREST (DEC 2004) (5252.209-9205)

(a) Definitions.

“Support Services” are services provided to support and assist a program office or staff code with their acquisition responsibilities, including but not limited to, program management support services, preparing program budget submissions, business financial reporting or accounting services, data collection and reporting, general administration, performance and earned value monitoring; or advisory and assistance services including but not limited to consultant services, requirements analysis and planning, contract management, systems engineering and technical direction, logistics management, information technology management, test and evaluation, and production and installation management.

“Prime Mission Products” are the primary product(s) for which the program office or competency has acquisition responsibility and for which they may obtain support services to assist in acquiring, including but not limited to the design, development, production or sustainment of hardware, software or firmware related to acquisition programs of record or other projects.

(b) The Contracting Officer has determined that potentially significant Organizational Conflicts of Interest (OCIs) may arise due to the nature of the work the Contractor will perform under this contract that may preclude the Contractor from being awarded future SPAWAR contracts in a related area. Whereas the Contractor has agreed to undertake this contract to provide “support services”, it is agreed that the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier who is to supply the “prime mission products” related to, or arising from the “support services” provided by the Contractor.

Additionally, should the Contractor’s performance under this task order give rise to OCI issues with respect to future SPAWAR “support services” procurements, the Contractor shall be similarly ineligible.

(c) These restrictions shall apply to the prime awardee of this task order. This clause shall remain in effect during the life of this task order (including option periods, if exercised) and for one (1) year after completion of this task order. This restriction does not apply to any recompetition for equipment or services furnished pursuant to this task order.

(d) The Contractor shall flow down this clause to any subcontractors or consultants that have access to information, participate in the development of data, or perform any other efforts which are subject to terms of this clause at the prime contractor level.

(e) The Contractor shall apply this clause to any subcontractors or consultants, who have access to

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information, participate in the development of data, or participate in any other activity related to this contract which is subject to terms of this clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors or consultants under this contract, if an organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor's parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, subcontractor, or consultant on future SPAWAR contracts.

H-13 Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information. (252.204-7009) (DEC 2015)

(a) Definitions. As used in this clause —

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered defense information" means unclassified information that—

(1) Is—

- (i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
- (ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

- (i) Controlled technical information.
- (ii) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).
- (iii) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.
- (iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) *Restrictions*. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third- party's reporting of a cyber incident pursuant to DFARS clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

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- (1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause [252.204-7012](#), and shall not be used for any other purpose.
- (2) The Contractor shall protect the information against unauthorized release or disclosure.
- (3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
- (4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.
- (5) A breach of these obligations or restrictions may subject the Contractor to—
- (i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
 - (ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.
- (c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

H-14 Safeguarding Covered Defense Information and Cyber Incident Reporting 252.204-7012 (DEC 2015)

(a) Definitions. As used in this clause—

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified information that—

(i) Is—

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(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapid(ly) report(ing)" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS [252.227-7013](#), Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at

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a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause [252.239-7010](#), Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

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(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at [252.204-7009](#), Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

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(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

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SECTION I CONTRACT CLAUSES

I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months or five years and six months.

I-2 SUBCONTRACTS - ALTERNATE I (FAR 52.244-2) (OCT 2010)

(a) *Definitions.* As used in this clause—

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer’s written consent before entering into any subcontract over the Simplified Acquisition Threshold (SAT) that was not initially proposed regardless of whether the potential subcontractor(s) have an approved accounting system and before placing the subcontract.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c) or (d) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (e)(1)(i) through (e)(1)(iv) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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I-3 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (252.222-7006) (DEC 2010)

(a) *Definitions.* As used in this clause—

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor’s or subcontractor’s agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition

Regulation Supplement 222.7404.

I-4 OPTION TO EXTEND SERVICES (52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor.

I-5 CLAUSES INCORPORATED BY REFERENCE (52.252-2)(Feb 1998)

This task order incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/far/>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

The SeaPort clauses in the contractor’s basic contract are invoked for this Task Order in addition to the following clauses.

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52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)

52.204-99 SYSTEM FOR AWARD MANAGEMENT REGISTRATION (DEVIATION)(AUG 2012)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)

52.216-8 FIXED FEE (JUN 2011)

52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.249-6 TERMINATION (COST-REIMBURSEMENT)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)

252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)

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SECTION J LIST OF ATTACHMENTS

Attachment No. 1 - Performance Work Statement (PWS)

Attachment No. 2 Quality Assurance Surveillance Plan (QASP)

Attachment No. 3 DD254

Attachment No. 4- Information Access Agreement Contractor Company

Attachment No. 5 - Information Access Agreement Contractor Employee

Exhibit A CDRLS A001 A003

MSR Attachment 1 - MSR CDRL Staffing Plan Spreadsheet (Rev. 052113)

MSR Attachment 2 - MSR CDRL Staffing Plan (Labor) Spreadsheet (Rev. 052113)

CDRL A002 Attachment 1 Travel Request Format

Program Executive Office for Space Systems
Program Management Support Services
Performance Work Statement
07 April 2016

1.0 Introduction

The Program Executive Office Space Systems (PEO SS) in conjunction with the U.S. Navy's Communications Satellite Program Office (PMW 146) is acquiring program, business, financial, acquisition, contracts, End-to-End (E2E), Ground Operations, and logistics management support services.

2.0 Background

2.1 Mission

The mission of PEO SS and PMW 146 is to develop, integrate, produce, test, launch, and operationally support high quality, affordable and effective space based systems that support Department of Defense (DoD) and Department of the Navy (DoN) activities during joint, coalition, combined, or US only Naval operations. This mission includes the responsibility to coordinate and oversee all DoN Research, Development and Acquisition (RDA) activities in the Space domain.

2.2 Functions

The PEO Space Systems serves as the DoN Space Program Executive Officer (PEO). The PEO Space Systems is also responsible for influencing the design, acquisition, and operation of national security space programs in order to provide a full spectrum of on-orbit capabilities in support of open-ocean, littoral, and naval land operations. The responsibilities also include developing and maintaining a cadre of space professionals.

The mission of PMW 146 is to develop, acquire, integrate, produce, launch, test and provide operational support to reliable, affordable, flexible, effective and seamless narrowband satellite communication systems supporting Department of Defense (DoD) and the U.S. agencies to enable joint, coalition, combined, and naval operations. PMW 146 functions include managing the acquisition and support of narrowband satellite communication systems for the Department of the Navy and coordinating the acquisitions with the Under Secretary of Defense for Acquisition, Technology, and Logistics (USD ATL) in accordance with the updated DoD 5000 series acquisition guidance. Specifically, PMW 146 manages the acquisition and support of the Ultra-High Frequency Follow-On (UFO), and Mobile User Objective System (MUOS) programs. The MUOS program is the DoD's next-generation UHF satellite communications (SATCOM) system. MUOS will consist of a constellation of four geosynchronous satellites (plus an on-orbit spare) and the associated ground stations. The four MUOS satellites are currently on orbit with fifth and final satellite being launched spring of 2016. All four ground systems as well as the MUOS waveform have been completed. The MUOS waveform and HMS Terminal integration has been completed with significant performance improvements have been made.

3.0 Scope

The purpose of this Task Order is to provide PEO SS, to include PMW 146 and Legacy UHF SATCOM, capacity and capability to provide the full range of program and acquisition management, business and financial management, cost estimating, contract management, end to end support, integrated logistics support, user entry support, ground operations support, and

strategic management. Task Order services required span from subject matter expertise to administrative support/graphic services with skill sets and experience that match the organization's need to comply with and respond to DoD, Space and Naval Warfare Systems Command (SPAWAR), PEO, Joint, Allied and Coalition requirements. Throughout the period of performance of this Task Order, the contractor is encouraged to continuously seek ways to incorporate innovative and promote emerging technologies that, in the most economic and efficient manner, improve the space system and mission performance.

4.0 Applicable Directives/Documents

The contractor shall adhere to the following documents in accordance with paragraph 5.0 Performance Requirements.

Instruction Libraries			
Document Type	No./Version	Title	Date
OSD	Website	Defense Procurement and Acquisition Policy	Latest
DoN D and I	Directive & Instruction Library	http://doni.daps.dla.mil/default.aspx	Various
ASN RDA	Policy & Guidance Website	http://www.secnav.navy.mil/rda/Pages/PolicyGuidance.aspx	Latest
PEO SPACE	Website	http://www.public.navy.mil/spawar/PEOSpaceSystems/Pages/default.aspx	Latest
SPAWAR	Instruction Library	https://wiki.spawar.navy.mil/confluence/display/HQ/Libraries	Various
NAVSEA	Instruction Library	http://www.navsea.navy.mil/Organization/NAVSEA%20Instructions.aspx	Various

Travel			
Document Type	No./Version	Title	Date
JFTR	For Military & Civilians	http://www.defensetravel.dod.mil/site/travelreg.cfm	Various

Communications and Records Management			
Document Type	No./Version	Title	Date
SECNAVINST	5210.8D	DoN Records Management Program	Dec 05
SECNAV-M	M-5210.2	Standard Subject Identification Codes (SSIC) Manual	Jul 12
Program Manager Toolbox (PMT)	7.1	PEO Space Program Management Toolbox https://hidepmt.nmci.navy.mil/pmt/signon/runSignon.m	Latest
OPNAVINST	5210.20	Navy Records Management Program	
SPAWARINST	5210.2A	SPAWAR Records Management Program	

Continuous Process Improvement			
Document Type	No./Version	Title	Date
SPAWARINST	5220.1	Continuous Process Improvement	Sep 09
SPAWARINST	5220.2	Team SPAWAR Process Development and Maintenance Policy	Dec 09
SPAWARINST	5220.3	COMSPAWAR Continuous Process Improvement/LSS Excellence Award	Dec 09
SPAWARINST	5220.5	Strategic Management Process Policy; DoD CPI Guidebook	Jan 09

Requirements			
Document Type	No./Version	Title	Date
CJCSI	3170.01H	Joint Capabilities Integration and Development System	Jan 12
JCIDS Manual		Manual for the Operation of the Join Capabilities Integration and Development System	Jan 12

Acquisition			
Document Type	No./Version	Title	Date
DOD	5000.01	The Defense Acquisition System	May 03
DOD	5010.40	Management Control Program	Apr 06
DoD I	5000.02	Operation of the Defense Acquisition System	Jan 15
DOD I	5010.4	Management Control Program Procedures	May 13
DoD		Defense Acquisition Guidebook (DAG)	Latest
SECNAVINST	5000.2D	Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System	Oct 08
SECNAVINST	5200.35E	DoN Managers' Internal Control (MIC) Program	Nov 06
SECNAV M	M-5000.2	DoN Acquisition and Capabilities Guidebook	May 12

Contracts			
Document Type	No./Version	Title	Date
Code of Federal Regulation		Federal Acquisition Regulations	Current change
DoD		Defense Federal Acquisition Regulations Supplement	Current change
SPAWAR Contracts		SPAWAR Contract Policy and Procedures Manual (SCPPM)	Latest

Financial Management			
Document Type	No./Version	Title	Date
DoD I	7000.14 & 7000.14-R	Department of Defense Financial Management Policy and Procedures http://comptroller.defense.gov/FMR.aspx	Various
Navy ERP	V1.0	Navy Enterprise Resource Planning Program	Latest
PBIS	Website	ASN(FM&C) Program Budget Information System https://pbis.nmci.navy.mil/	Letest

5.0 Performance Requirements

The contractor shall perform the following tasks in accomplishing the requirements of this Task Order. The contractor shall provide the necessary timely assistance to meet emergent requirements as required. Deliverables shall be in accordance with the directives identified in Section 4.0 Applicable Directives/Documents as appropriate. The contractor shall participate in command-sponsored training, as assigned. Command sponsored training is defined as Team Building and organizational development such as LEAN Six Sigma, but does not include training that would incur additional Government cost.

5.1 Program Management/PEO Support

5.1.1 The contractor shall provide management support services for space systems programs (to include UFO and MUOS) to assist all staff in the preparation and maintenance of administrative and management data, acquisition documents, project schedules, financial data, action items, progress/special reports, supporting documentation, and management reviews. The contractor shall create and submit the required data, schedules, action item reports and reviews within the prescribed deadlines. The contractor shall show creativity in formatting the various documents and innovation in providing solutions to the design of the approaches and deliverables.

5.1.2 The contractor shall provide front office support service to assist the Program Manager, Deputy Program Manager, and staff to include tasks such as maintaining schedules, travel coordination, meeting coordination, awards coordination, transcribing correspondence into the appropriate format and answering the phone. The contractor will be responsible for routing documentation for review among staff.

5.1.3 The contractor shall assist in the planning and development of all program documentation for program milestones required by DoD 5000 series or applicable updates to these acquisition policies. The contractor shall develop draft documents as required and provide updates incorporating comments as provided by the program office.

5.1.4 The contractor shall prepare and maintain a dashboard of program office metrics, utilizing existing and contractor provided data analysis tools and provide them to the Program Manager and staff as needed.

5.1.5 The contractor shall host and support government off-site meetings and conferences. The contractor shall have a conference room available in San Diego, CA upon the vendor's approval and as required. The facility or conference room should be able to accommodate a minimum of 25 people and be easily accessible.

5.1.6 The contractor shall provide analyses of program data to assist PMW 146 in programmatic and business management support. These tasks include data and statistical analysis of information and the ability to transform this information into spreadsheets, graphs, pivot charts and other output within the time constraints specified by the requestor.

5.1.7 The Contractor shall provide subject matter expertise in the preparation and submission of U.S. Congressional budgets, issues and reclaims and have demonstrated experience with complying with the Office of the Under Secretary of Defense (Comptroller) (OUSD (C)); Assistant Secretary of the Navy, Financial Management and Comptroller (ASN FM&C) Office of the Budget (FMB); PEO; and SPAWAR budget guidance. The Contractor shall review Program Objective Memorandum (POM) changes and briefs to provide an assessment of the impact to the PEO portfolio. The Contractor shall review assigned program budgets for accuracy and determine that the program plan as presented by the budget submission is executable and defensible. The Contractor shall consolidate and review program office budget reclaims (initial, draft, and final) and impact statements. The Contractor will provide recommendations for improvements to the budget submission, issues and reclaims to assist in defending the program office.

5.1.8 The contractor shall provide technical and program planning support for various meetings, conferences, and working groups within the time schedule determined by the requestor.

5.1.9 The contractor shall provide Risk Management support to the program office in accordance with the approved Risk Management Plan. The contractor shall help identify, update, and report all program related risk. The contractor shall maintain the risk database, coordinate risk with the prime contractor, attend weekly risk meetings and provide a monthly risk report-briefing to the Program Manager in the requested format and within the requested timeframe.

5.1.10 The contractor shall provide integrated master scheduling (IMS) support. The IMS support shall include developing and maintaining IMS, developing an Enterprise IMS, reporting weekly to the PM on the status of upcoming/past events, supporting the applicable Acquisition Council in reviewing, analyzing, and updating the Enterprise IMS, analyzing the prime contractor's IMS, and coordinating with PMW 146 Division Directors on key tasks and events.

5.1.11 The contractor shall provide knowledge management services that integrate filing and retrieval of reference documents, program generated documents and decisions, both in hard copy and soft copy.

5.1.12 In accordance with DoD policies, the contractor shall provide administrative support as required Source Selection activities in support of each PEO programs of record. The contractor shall provide all necessary documentation, hardware, and software required to provide administrative support for the Source Selection process.

5.1.13 The contractor shall provide administrative/technical support services to assist the program in the preparation and maintenance of logistics documentations including but not limited to Life Cycle Sustainment Plan (LCSP), Diminishing Manufacturing Sources and Material Shortages (DMSMS), Item Unique Identification (IUID), and Logistics Requirements

Funding Summary (LRFS). The contractor shall provide support for and coordinate the review of all required documentations in support of Independent Logistics Assessments (ILA) as required. The contractor shall evaluate system support requirements as required and in accordance with DoD and Navy instructions and regulations.

5.1.14 The contractor shall assist in the planning and preparation of all program documentation required to support each Narrowband Satellite systems while in operational status. The contractor shall generate draft documents as required and provide updates incorporating comments as provided by the program office.

5.1.15 The Contractor shall act as the Assistant Customer Technical Representative (ACTR) for Navy Marine Corp Intranet (NMCI) or equivalent operational issues. The ACTR is responsible for entering and tracking all NMCI equipment in NMCI Equipment Tracking, tracking phones with facilities, ordering approved equipment and/or services, and ensuring that all transferring or departing Government employees or Contractors turn-in all assigned NMCI/phone equipment prior to departure. They shall also maintain a configuration database for all personnel to track NMCI/phone configuration data for each user. The Contractor shall provide a status report to the PEO Space Director of Operation when requested. The Contractor shall attend meetings as required and complete all mandated ACTR training. The Contractor shall schedule maintenance for copiers and printers and order the associated consumables.

5.1.16 The contractor shall provide records management services in support of the secure maintenance and care of program data in accordance with DoN and SPAWAR guidelines utilizing the program office records management application. Duties shall include but are not limited to development and maintenance of the PEO SS file plan; drafting, routing, filing, and disposal of official correspondence and acquisition documents; managing the storage, and distribution of CDRLs and applicable data artifacts for the PEO SS programs of record; and maintenance, archiving and inventory of all organization records.

5.2 Acquisition Support

5.2.1 The contractor shall provide acquisition support for the, production, implementation and integration in support of each procurement program. The contractor shall prepare, coordinate, and assemble technical data for procurement documentation backup; conduct review and evaluation of production design data and documentation; deliver technical reports on production status, preparation of technical briefing materials and technical reports. The contractor shall monitor contract deliverables, and procurement documentation prepared by hardware contractors and submit technical reports related to production delivery and scheduling, which may require travel identified in PWS paragraph 12.0.

5.2.2 The contractor shall plan and prepare acquisition reports and acquisition documents submitted to PEO SS, Assistant Secretary of the Navy for Research, Development and Acquisition (ASN (RDA)), Office of the Secretary of Defense (OSD), and Congress in accordance with applicable acquisition policy documents. Documents include: Acquisition Strategy (AS), Integrated Program Summary (IPS), Acquisition Program Baseline (APB), and a Test and Evaluation Master Plan (TEMP). Reports include: the Quarterly Defense Acquisition Executive Summary (DAES), the monthly ASN (RDA) Dashboard, and the annual Selected Acquisition Report (SAR).

5.2.3 The contractor shall provide inputs and data for procurement/production strategies and acquisition manager planning in support of program procurements. The contractor shall provide production plans, production schedules, as well as technical reports to effectively support production tracking. Utilizing existing models, the contractor shall provide technical assistance to support various acquisition and production scenarios.

5.2.4 The contractor shall provide support to initiate and conduct the Analysis of Alternatives (AoA) for future UHF Narrowband SATCOM beyond the projected MUOS End of Life (EOL). The AoA is a required prerequisite for Pre-System Acquisition of the recommended materiel solution in preparation for the appropriate Milestone (A or B) event. The contractor shall prepare, coordinate, and assemble technical data for procurement documentation backup; conduct review and evaluation of production design data and documentation; deliver technical reports on production status, preparation of technical briefing materials and technical reports.

5.2.5 The contractor shall provide support for future UHF Narrowband Pre-Systems Acquisition which is required post-AoA to execute Joint Capabilities Integration and Development System (JCIDS) requirements to establish an affordable and feasible alternative to provide follow on UHF Narrowband SATCOM capability. The contractor shall provide necessary documents, reports, procurement documentation, as well as back up documents.

5.3 Business, Financial Management Support

5.3.1 The contractor shall prepare financial reports and/or coordinate responses on all requests for program budgetary information for acquisition documentation updates or acquisition related data calls.

5.3.2 The contractor shall provide initial budgetary products and updates to draft President's/OSD/Financial Management & Budget (FMB) budget exhibits for all applicable appropriations. The contractor shall prepare President's/OSD/FMB, and IT budget exhibits in initial, draft, and final formats, within the time required to support PMW and PEO schedules. The contractor shall prepare budget exhibits that include all applicable special exhibits; including Budget Object Classifications (BOCS), IT Budget and associated briefs, and the IT exhibit 300. The contractor shall prepare documentation in accordance with the FMB, OSD, PEO, SPAWAR, and Program Office budget guidance.

5.3.3 The contractor shall compile, track and analyze financial performance metrics and provide detailed reports, charts and graphs in the format and timeframe prescribed by the PMW 146. The contractor shall track and analyze the status of planned and actual execution year program tasking against planned documentation. The contractor shall identify and initiate reprogramming recommendations or propose resolutions as needed. The contractor shall prepare ad hoc financial reports on an as required basis.

5.3.4 The contractor shall assist in the planning, preparation and organization of Budget Structures, in accordance with business process. The contractor shall prepare and maintain current execution spend plans, both initial and revisions, as prescribed by the customer's reporting requirements, for prior year, execution year and future years. The contractor shall maintain up-to-date spend plans for all programs that reflect the most recent information reviewed and approved by the Program Manager or designated representative. The contractor shall maintain spend plans in accordance with time and format requirements prescribed by PMW

5.3.5 The contractor shall prepare initial and amendment funding documents utilizing Navy ERP software in accordance with FMB, SPAWAR and DoD standards. In addition, the contractor shall support execution of contracts to include preparation of procurement packages, contract modification requests, and prompt payment certificates.

5.4 Cost Estimating Support

5.4.1 The contractor shall assist the SPAWAR cost estimating and analysis organizations with efforts necessary to conduct short and long range cost estimating and analyses for all acquisition, non-acquisition, and special interest programs. This support will include assisting in the preparation of Program Life Cycle Cost estimates and Section C of the Program's Acquisition Program Baselines (APBs). Other efforts will include independent cost evaluations and assessments, risk/uncertainty analyses, trend analyses, variance analyses, and sensitivity analyses. Use of the current SPAWAR Global Work Breakdown Structure (GWBS) is required. Other GWBS structures also may be used for cost estimating purposes.

5.4.2 The contractor shall assist in Objective Memorandums/Program Reviews budget submissions, support to a program milestone decision or decision reviews and gate reviews from a cost perspective.

5.4.3 The contractor shall assist in determining programs costs required to develop acquisition strategies and other acquisition-related documentation normally required for major decision-making events. The contractor shall also assist in the development of cost databases, cost estimating relationships, cost factors, Cost as an Independent Variable Plans, and Should Cost Analysis.

5.4.4 The contractor shall assist with financial documentation in accordance with DoD, DoN, SPAWAR/PEO Space and PMW policies and instructions, including those issued by the SPAWAR 1.6 Cost Estimating and Analysis Division, for those programs in the post-development acquisition phase.

5.4.5 The contractor shall maintain studies by determining the cost implications of competing Technical, Operational, or Programmatic alternatives. The type of studies to be maintained includes, Economic Analysis, Business Case Analysis, Trade Studies, and other special studies.

5.5 Contract Management

5.5.1 The contractor shall provide overarching assistance with programmatic contract related matters. The contractor shall support the areas of acquisition as related to programmatic contract tasks which includes management, execution, and policy.

5.5.2 The contractor shall support contract strategies, planning, coordinating, developing, analyzing, and issue resolution. The contractor shall develop, collect, analyze and prepare metrics data for wide contract planning and actions.

5.5.3 The contractor shall provide methods, processes, and tools to strive for cost, schedule,

and performance efficiencies as related to procurement strategies. The contractor shall identify and correct problems, and make recommendations as they relate to programmatic contract management. The contractor shall develop and update documentation to support the above such as briefs, training packages, Standard Operating Procedures (SOP), policy updates, and guidebooks.

5.5.4 The contractor shall interpret and provide expert advice on contracting policy, regulation and statute when requested.

5.5.5 The contractor shall manage contract records and detailed financial transactions of engineering services and logistics services contracted through Technical Direction Letters (TDs) or other post-award contract actions.

5.5.6 The contractor shall maintain configuration management of the Prime Mission Contract, emphasizing all Contract Deliverable Requirements List (CDRL) exhibits, the SOW and its appendices, performance-based and award fee payments, and security requirements.

5.6 End to End (E2E) Support

5.6.1 The contractor shall provide program support and analysis to the Division Director for E2E Integration. The objective of E2E is to synchronize the acquisition, fielding, and sustainment of the systems and programs comprising the end to end operational MUOS capability. These tasks include data and statistical analysis of information and the ability to transform this information into spreadsheets, graphs, pivot charts and other output within the time constraints required.

5.6.2 The contractor shall respond to data calls, and draft, edit, and publish senior management reports and briefings.

5.6.3 The contractor shall support strategic planning and external stakeholder management activities. Lead and participate in planning, coordinating, conducting, and publishing minutes for meetings.

5.6.4 The contractor shall monitor and assist with the management of the E2E project schedule and risks. The contractor shall develop and maintain configuration and document management for key stakeholder and program internal and external communications related to E2E operations and sustainment.

5.6.5 The contractor shall serve as lead support for external stakeholder management and communications, including design and coordination of media releases. The contractor shall serve as a Subject Matter Expert (SME) for system program integration with terminal programs, Defense Information Systems Agency (DISA) programs and operational use by United States Strategic Command (USSTRATCOM).

5.6.6 The contractor shall provide analyses of program data to assist PMW 146 in programmatic and business management support.

5.6.7 The contractor shall provide technical and program planning support for various

meetings, conferences, and working groups within the time schedule determined by the requestor.

5.7 Integrated Logistics Support

5.7.1 The contractor shall provide administrative/technical support services to assist the PMW 146 Product Support Manager (PSM) in providing overall product/logistics support.

5.7.2 The contractor shall provide support Integrated Logistics Assessments (ILAs) as required.

5.7.3 The contractor shall provide participating in the development of the MUOS Life Cycle Sustainment Plan (LCSP) and prioritizing and working open ILS support requirements by priority to resolution to ensure overall MUOS Integrated Product Support (IPS) health.

5.7.4 The contractor shall provide receiving, organizing, adjudicating, routing, and evaluating ILS impacts of proposed and approved MUOS configuration changes, and overseeing the implementation of ILS updates on approved MUOS configuration changes.

5.7.5 MUOS Trouble Tickets (TTs) are assigned to program office subject matter experts (SMEs) in Remedy for action. The contractor shall provide management of MUOS ILS SME assigned Trouble Tickets in the Remedy/Information Technology Systems Management (ITSM) tool.

5.7.6 The contractor shall update, validate, and verify MUOS logistics-related technical documentation, training conduct/support materials, Computer Based Training (CBT), Interactive Electronic Technical Manuals (IETM), User's Logistics Support Summary (ULSS) and ensuring delivery of updated products to the affected users.

5.7.7 The contractor shall develop/update the Human Systems Integration Plan (HSIP).

5.7.8 The contractor shall review and provide comments on MUOS ILS-related CDRL deliverable data (provide input to the PSM).

5.7.9 The contractor shall attend and support MUOS program ILS related meetings or conferences, which may require travel identified in PWS paragraph 14.0.

5.7.10 The contractor shall develop and update studies, plans, reports and analyses such as Performance Based Logistics (PBL) Business Case Analysis (BCA), performance agreements, Depot Source of Repair (DSOR) agreements, and Property Management and supply chain management strategies.

5.7.11 The contractor shall provide Sustaining Engineering that includes collection and triage of all service use and maintenance data, analysis of safety hazards, failure causes, effects, and trends, reliability and maintainability affectivity, and operational usage profiles changes; support root cause analysis of in-service problems, oversee parts obsolescence and development of required design changes and their associated ILS impacts to resolve operational issues. Advise PSM of any ILS related configuration management type and issues and as a result of evaluations

of Enterprise Change Requests (ECPs)/Problem Change Requests (PCR)/Service Requests (SR) for logistics impacts and associated costs.

5.7.12 The contractor shall support the implementation of any maintenance planning updates to include accounting for changes on where and how the maintenance will be performed, incorporating detailed support concepts and resource requirements, listing the significant consumable items and for each repairable item the supply, listing the maintenance and recoverability requirements/sources.

5.7.13 The contractor shall capture ILS related action items and track and manage them to resolution.

5.7.14 The contractor shall support future MUOS Just-In-Time (JIT) training events as required.

5.8 User Entry Support

5.8.1 The contractor shall support the establishment of Government MUOS waveform maintenance capabilities as well as configuration management for MUOS Lab artifacts.

5.8.2 The contractor shall coordinate all content management changes with the Government Information Repository (IR) group.

5.8.3 The contractor shall develop plans and procedures for MUOS interoperability testing of ported waveforms on Program of Record (POR) and Non Development Items (NDI) terminals.

5.8.4 The contractor shall provide MUOS SME terminal integration support to POR and NDI terminal developers.

5.8.5 The contractor shall coordinate MUOS support with evaluation of waveform software and documentation.

5.8.6 The contractor shall develop plans and coordinate the integration of the MUOS waveform with host terminals.

5.8.7 The contractor shall participate in PCR analysis and in the joint contractor/government MUOS waveform Configuration Control Boards (CCB).

5.8.8 The contractor shall participate in MUOS Waveform Software Maintenance IPTs (SMIPT).

5.8.9 The contractor shall coordinate MUOS Lab support for the development of the MUOS MIL-STD as well as participate in the MUOS E2E Systems Engineer IPT.

5.8.10 The contractor shall support the administration of software security and IA assessment efforts.

5.8.11 The contractor shall participate in development contractor meetings to review their waveform software security status and self-assessment findings, obtain self-assessment findings when they are delivered, perform analysis on their results, and provide a report to MUOS.

5.9 Ground Operations Support

5.9.1 The contractor shall provide administrative support, and project management support services to assist the Director of Ground Systems Development and Operations Maintenance and staff in the preparation and maintenance of administrative and management data, project schedules, action items, progress/special reports and supporting documentation, and management reviews. The contractor shall create and submit the required data, schedules, action items reports and reviews as assigned.

5.9.2 The contractor shall assist in the planning and preparation of all divisional documentation required to support the MUOS ground system. The contractor shall generate draft documents as required and provide updates incorporating comments as provided by the division director and staff. The contractor shall provide documents technically correct, prepared in the prescribed format and be free of typographical and grammatical errors.

5.9.3 The contractor shall provide expertise in the design and execution of various documents using Microsoft Office tools such as Excel, Access, PowerPoint, and Project. The contractor shall demonstrate the ability to transform this information into spreadsheets, graphs, pivot charts and other output within the time constraints specified by the requestor.

5.9.4 The contractor shall attend and provide support for various meetings, conferences, and working groups within the time schedule determined by the requestor.

5.10 Strategic Management

5.10.1 The contractor shall provide subject matter expertise in Administrative, Strategic Planning, Communications, and Program Management support services to prepare and implement PEO Space operating policies, processes, procedures, strategy, information, and communications management.

5.10.2 The contractor shall coordinate, create, assemble, and distribute products and services media to facilitate both internal and external communications to stakeholders and customers. The contractor shall plan, coordinate, and execute participation/displays at industry/government tradeshows. The contractor shall generate all graphics and visual products in support of public relations.

5.10.3 The contractor shall coordinate, develop and maintain PEO Space's Strategic Planning documentation. The contractor shall create, and maintain the tracking and execution measures of the PEO Space Strategic Plan Objectives and Action Plans.

5.10.4 The contractor shall develop and implement a communications plan that informs PEO SS and SPAWAR leadership and personnel about the strategic communications and strategic management process. The communications plan shall include development of the communications media (e.g., all hands and executive level briefings, articles, web logs (blogs) and other notices as appropriate) required to ensure successful implementation of the Strategic Plan, Annual Report and Communication Plan.

5.10.5 The contractor shall develop communications material for senior level stakeholder engagement to ensure external messaging is consistent with the communications plan, timely with respect to environmental challenges and tailored to the organizations of those engaged.

5.10.6 The contractor shall create a weekly list of upcoming Strategic Management and Process Improvement meetings (i.e., Distinguished Visitors, Management Reviews, etc.) for the following month and email to the appropriate distribution list. The list shall include a reminder stating the due date for each read ahead brief. The contractor shall ensure all briefs are received by the established read ahead due date/time. If necessary, the Contractor shall request a status of the read ahead brief and provided a recommended course of action to the Government Requestor.

6.0 Deliverables

The contractor shall provide monthly status reports by the 15th day of the month following the performance period. The format and other delivery requirements are provided in the CDRLs of this Task Order. All remaining deliverables are cited in applicable performance requirements section 5.0.

7.0 Quality Assurance

The contractor will be evaluated on their performance on each task identified in Section 5.0 Performance Requirements. The QASP will be used to monitor performance and identify the required documentation and resources to be employed. The QASP provides a means for evaluating whether the contractor is meeting the performance standards/quality levels identified in the PWS. The Government will assess contract deliverables and overall Contractor performance against this plan.

8.0 Security Requirements

Most requirements of this PWS will be met at or below the SECRET level. All work is to be performed in accordance with DoD and Navy Operations Security (OPSEC) requirements and in accordance with the OPSEC attachment to the DD Form 254.

9.0 Enterprise Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Space and Naval Warfare Systems Command (SPAWAR) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

10.0 Place Of Performance

The place of performance for efforts under this performance work statement shall be at the contractor and Government facilities as designated by PEO Space in the San Diego, CA; with travel to the following areas: Sunnyvale, CA; Scottsdale, AZ; Wahiawa, HI; Geraldton, AU; Niscemi, ITA; as well as other locations.

11.0 Travel

Travel will be required in the performance of this PWS; however, the number of trips and locations are to be determined. When travel is required, the contractor shall follow the requirements identified below. The contractor shall utilize the electronic Travel Request form (provided separately) for all required travel in support of this Task Order. The request for all routine travel shall be made via email to the COR no later than five working days in advance of travel date for final approval. For emergent travel, requests shall be made within three days of the actual travel date and will be approved by the COR verbally. The contractor shall follow-up with the electronic travel request within five working days of the original request. Trip/Activity shall identify any travel accomplished with sufficient detail to support costs and provide a detailed description of the ODC's authorized at time of award and ODC costs incurred to date. These reports shall be completed and submitted to the COR per the CDRL (A001, A002). The travel request shall include the following:

Travel Purpose (Description)

Dates of Travel

Travel Location

Traveler's Name

Traveler's Company

Estimated Cost

Traveler's Responsibilities

Impact if not executed

Can event be completed without travel?

Division Director

COR

Note: If foreign travel is required, all outgoing Country/Theater clearance message requests shall be submitted to the SSC Pacific foreign travel team, OTC2, Room 1656 for action. A Request for Foreign Travel form shall be submitted for each traveler, in advance of the travel to initiate the release of a clearance message at least 35 days in advance of departure. Each Traveler shall also submit a Personal Protection Plan and have a Level 1 Antiterrorism/Force Protection briefing.

12.0 Technical Point Of Contact

TBD