

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U		PAGE OF PAGES 1 2		
2. AMENDMENT/MODIFICATION NO. 17		3. EFFECTIVE DATE 18-Dec-2013		4. REQUISITION/PURCHASE REQ. NO. 1300309920-0005		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY CODE		N00039		7. ADMINISTERED BY (If other than Item 6) CODE		S2404A	
SPAWAR HQ 4301 Pacific Highway San Diego CA 92110 kat.staron@navy.mil 858-537-0433				DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342			

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) BOOZ ALLEN HAMILTON INC 8283 Greensboro Drive McLean VA 22102			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4024-NS39 10B. DATED (SEE ITEM 13) 30-Sep-2011		
					[X]
CAGE CODE 17038	FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [] is extended, [] is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
[]	
[]	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[X]	D. OTHER (Specify type of modification and authority) FAR 52.232-22

E. IMPORTANT: Contractor [] is not, [X] is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)
 SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
		Jeffrey C McCoy, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
/s/	11-Dec-2013	BY /s/Jeffrey C McCoy	18-Dec-2013
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

NSN 7540-01-152-8070
 PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
 Prescribed by GSA
 FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to deobligate funding from CLINs 4101 and 6101, as shown below:

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$19,284,338.69 by \$479,120.96 to \$18,805,217.73.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
410102	WPN	2,861,404.84	(370,000.00)	2,491,404.84
410103	RDT&E	494,269.50	(87,120.96)	407,148.54
610102	RDT&E	122,000.00	(22,000.00)	100,000.00

The total value of the order is hereby increased from \$37,980,895.74 by \$0.00 to \$37,980,895.74.

Sections B and G have been 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
-----	---	-----	----	----	-----	-----	-----
4001	R408	Base Period - Total Hours 103,006 (Fund Type - TBD)	1.0	LO	\$	\$	\$8,730,000.00
400101	R408	ACRN AA (RDT&E)					
400102	R408	ACRN AB (RDT&E)					
400103	R408	ACRN AC (RDT&E)					
400104	R408	ACRN AD (WPN)					
400105	R408	ACRN AE (RDT&E)					
400106	R408	ACRN AC (RDT&E)					
400107	R408	ACRN AF (O&MN,N)					
400108	R408	ACRN AG (O&MN,N)					
400109	R408	ACRN AF (O&MN,N)					
400110	R408	ACRN AF (O&MN,N)					
400111	R408	ACRN AD (WPN)					
400112	R408	ACRN AD (WPN)					
400113	R408	ACRN AH (O&MN,N)					
400114	R408	ACRN AJ (O&MN,N)					
400115	R408	ACRN AG (O&MN,N)					
400116	R408						
400117	R408						
4101	R408	Option Year 1 - Total Hours- 76,607 (Fund Type - TBD)	1.0	LO	\$	\$	\$6,418,594.01
410101	R408	(RDT&E)					
410102	R408	(WPN)					

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410103 R408 (RDT&E)

410104 R408 (RDT&E)

410105 R408 (O&MN,N)

410106 R408 (O&MN,N)

410107 R408 (O&MN,N)

4201	R408	Option Year 2 - Total Hours- 76,607 (Fund Type - TBD)	1.0	LO	\$	\$	\$6,522,150.61
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420101 R408 ACRN AS (WPN)

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	---	---	-----
6001	R408	Base Period ODC (Fund Type - TBD)	1.0	LO	\$986,670.00
600101	R408	ACRN AA (RDT&E)			
600103	R408	ACRN AD (WPN)			
600104	R408	ACRN AC (RDT&E)			
600105	R408	ACRN AE (RDT&E)			
600106	R408	ACRN AF (O&MN,N)			
600107	R408	ACRN AG (O&MN,N)			
600108	R408	ACRN AF (O&MN,N)			
600109	R408	ACRN AD (WPN)			
6101	R408	Option Year 1 - ODC (Fund Type - TBD)	1.0	LO	\$986,490.00
610101	R408	(WPN)			
610102	R408	(RDT&E)			
610103	R408	(RDT&E)			
6201	R408	Option Year 2 - ODC (Fund Type - TBD)	1.0	LO	\$986,310.00
620101	R408	ACRN AS (WPN)			

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For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----	---	-----	----	----	-----	-----	-----
7001	R408	Option Year 3 - Total Hours- 76,607 (Fund Type - TBD)	1.0	LO	\$	\$	\$6,611,881.83
7101	R408	Option Year 4 - Total Hours- 53,882 (Fund Type - TBD)	1.0	LO	\$	\$	\$4,766,629.29

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
-----	---	-----	----	----	-----
9001	R408	Option Period 3- ODC (Fund Type - TBD)	1.0	LO	\$986,130.00
9101	R408	Option Year 4 - ODC (Fund Type - TBD)	1.0	LO	\$986,040.00

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

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)

(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 include **(TBD)** uncompensated 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.

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(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, 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	4001		103,006	
OPTION I	4101		76,607	
OPTION II	4201		76,607	
OPTION III	7001		76,607	
OPTION IV	7101		53,882	

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

(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 fee, are as follows:

ITEM(S)	AMOUNT ALLOTTED (FIXED FEE)
4001	\$
4101	\$
4201	\$

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Limitation of Funds clause, and the period of performance for which it is estimated the allotted amount will cover are as follows:

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ITEM(S)	ALLOTTED TO COST	PERIOD OF PERFORMANCE
4001	\$	September 30, 2011 through September 30, 2012
6001	\$	September 30, 2011 through September 30, 2012
4101	\$	September 30, 2012 through September 30, 2013
6101	\$	September 30, 2012 through September 30, 2013
4201	\$	October 01, 2013 through September 30, 2014
6201	\$	October 01, 2013 through September 30, 2014

(d) 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.

(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.

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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 Attachment No. 2 Contract Data Requirements List (CDRL).

C-2 QUALITY ASSURANCE PLAN

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

(2) Performance Standards:

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

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

- a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level of compliance with the Performance Standards.
- b. Every 12 months after the effective date of the task order, a Contractor Performance Assessment Report (CPAR) will be prepared to document the results of the efforts performed under paragraph 3.a. above.

(4) Remedy

- a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the CPAR will reflect the negative evaluation for the applicable Performance Standard.
- b. This is a significant negative remedy as the CPAR is a key part of the Performance Monitoring process which determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

The Quality Assurance Surveillance Plan is provided as Attachment 4.

C-3 SECURITY REQUIREMENTS (DEC 1999)

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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 level.

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 SPAWARSSYSCOM Security Officer.

C-4 INFORMATION ASSURANCE (IA)

The contractor must follow DOD instruction DFARS 252.239-7001 Information Assurance Contractor Training and Certification, in solicitations and contracts involving contractor performance of information assurance functions as described in DoD 8570.01-M and DFARS 239.7102-3 Information Assurance Contractor Training and Certification.

The contractor shall follow SECNAVINST 5239.3A of 20 Dec 2004 & DoD 8500.2 of 6 Feb 2003 when performing IA tasks orders.

C-5 WORKWEEK (DEC 1999) (SPAWAR C-315)

(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 SPAWARSSYSCOM 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

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administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

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

C-6 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES (DEC 1999) (SPAWAR C-317)

(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-7 EXEMPTION FROM ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY REQUIREMENTS (JUN 2001) (SPAWAR C-719)

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

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

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

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

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

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

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

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

C-8 KEY PERSONNEL (DEC 1999) (C-325)

(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 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

Senior Acquisition Specialist

Senior Program Management Specialist

Senior Financial/Cost Specialist

(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

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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-9 PERSONNEL QUALIFICATION REQUIREMENTS

SENIOR ACQUISITION SPECIALIST

1. Bachelor's degree from an accredited college or university; Master's degree in Business Administration desired
2. Specialized experience with seven (7) years of acquisition/contract management experience with the Department of the Navy, as related to the PWS. 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 is highly preferred.

SENIOR PROGRAM MANAGEMENT SPECIALIST

1. Bachelor's degree from an accredited college or university; Master's degree in Business Administration desired.
2. Specialized experience with ten (10) years of program management experience with the Department of the Navy, as related to the PWS. 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 is highly preferred.

SENIOR FINANCIAL/COST SPECIALIST

1. Bachelor's degree from an accredited college or university; Master's degree in Business Administration desired.
2. Specialized experience with five (5) years of finance/cost management experience with the Department of the Navy as related to the PWS. Minimum of five (5) years of experience in ACAT I/II Acquisitions. At least three (3) of the last five (5) with in depth acquisition experience in Satellite Communications desired.

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SECTION D PACKAGING AND MARKING

D-1 SHIP TO INFORMATION

See Section G – Task Order Manager

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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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 Task Order Manager 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:

4001	9/30/2011 - 9/30/2012
4101	10/1/2012 - 9/30/2013
4201	10/1/2013 - 9/30/2014
6001	9/30/2011 - 9/30/2012
6101	10/1/2012 - 9/30/2013
6201	10/1/2013 - 9/30/2014
7001	10/1/2014 - 9/30/2015
7101	10/1/2015 - 9/30/2016
9001	10/1/2013 - 9/30/2014
9101	10/1/2015 - 9/30/2016

F-1 PERIODS OF PERFORMANCE (DEC 1999)

CLIN – DELIVERIES OR PERFORMANCE

The period of performance for the following firm items are estimated at:

BASE PERIOD:

4001	30 September 2011 – 30 September 2012
6001	30 September 2011 - 30 September 2012

OPTION 1:

4101	1 October 2012 - 30 September 2013
6101	1 October 2012 - 30 September 2013

OPTION 2:

4201	1 October 2013 - 30 September 2014
6201	1 October 2013 - 30 September 2014

OPTION 3:

7001	1 October 2014 - 30 September 2015
9001	1 October 2014 - 30 September 2015

OPTION 4:

7101	1 October 2015 - 30 September 2016
9101	1 October 2015 - 30 September 2016

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”.

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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 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A001. Submissions are due monthly by the 15th of the following month to the Task Order Manager. This submission may be to a central website.

The MSR shall be submitted electronically and consist of two parts. The first part shall be provided in the Excel format of CDRL Attachment 1 with all cells filled in. The second part shall be provided in Word format and consist of a narrative addressing, at a minimum:

Performance Status – indicate significant accomplishments of technical progress made during the affected reporting period and significant challenges or risks encountered that impact the successful delivery of required services

Schedule Status – indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, as applicable

Cost Status – indicate whether the cost of services provided during the affected reporting period is commensurate with the available funding and anticipated burn rate. This description does not waive the requirement for formal Limitation of Funds/Cost notifications, when warranted.

Personnel Status – indicate the total number of ‘direct-charge’ employees working on this contract/order. Additionally, indicate the average number of full-time equivalents (FTEs) that were performing during this reporting period.

Travel/ODC Status – indicate any travel accomplished during this period with sufficient detail to support costs listed in Attachment 1. Additionally, if material purchases were made this period, provide a detailed description.

The contractor shall provide emergent reports at the request of the Task Order Contracting Officer or Task Order Manager.

G-2 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (DFARS 252.204-0012)

Consistent with task order clause H-1, 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. The contractor’s invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

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G-3 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)

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

G-4 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

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

(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988 and selecting Option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Cost back-up documentation shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

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

(f) The contractor shall use the following document type, DODAAC codes and inspection and

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acceptance locations when submitting invoices in WAWF:

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N00039
Admin DODAAC:	DD1155=Block 6
Inspector DODAAC (if applicable)	N00039
Acceptor DODAAC:	N00039
**LPO DODAAC: only applies to DFAS beginning with “N”, LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
DCAA Auditor DODAAC:	TBD
Service Approver DODAAC:	N00039
PAY DODAAC:	DD1155 = Block 12

**MOCAS begins with HQ – then do not need LPO. If beginning with “N”, enter that code number. If not, leave blank.

(g) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

G-5 ACTIVITY OMBUDSMAN

The SPAWAR Ombudsman for this Task Order is:

Name:

Code: SPAWAR 2.0B

Address: 4301 Pacific Highway, San Diego CA 92110

Phone:

E-Mail:

G-6 TASK ORDER MANAGER

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The SPAWAR Task Order Manager for this Task Order is:

Name:

Code: PMW 146

Address: 4301 Pacific Highway San Diego, CA 92110-3127

Phone:

Email:

**G-7 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM (OCT 2002)
(SPAWAR G-321)**

(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
400101	1300205410-0001	1140000.00
LLA :		
AA 1711319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A00000883387		
CIN 130020541800002		
600101	1300205410-0001	60000.00
LLA :		
AA 1711319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A00000883387		
CIN 130020541800002		

BASE Funding 1200000.00
Cumulative Funding 1200000.00

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MOD 01

400102 1300205418-0002 277190.00
LLA :
AB 1711319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A10000883387
CIN 130020541800003

400103 1300205418-0002 245607.00
LLA :
AC 1711319 R4CV 255 00039 0 050120 2D 000000 COST CODE: A20000883387
CIN 130020541800004

MOD 01 Funding 522797.00
Cumulative Funding 1722797.00

MOD 02

400104 1300205418-0004 1112450.00
LLA :
AD 1721507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A40000883387
CIN 130020541800007

600103 1300205418-0004 58550.00
LLA :
AD 1721507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A40000883387
CIN 130020541800007

MOD 02 Funding 1171000.00
Cumulative Funding 2893797.00

MOD 03

400105 1300205418-0005 914375.00
LLA :
AE 1721319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A30000883387
CIN 130020541800006

400106 1300205418-0005 289846.00
LLA :
AC 1711319 R4CV 255 00039 0 050120 2D 000000 COST CODE: A20000883387
CIN 130020541800008

600104 1300205418-0005 6000.00
LLA :
AC 1711319 R4CV 255 00039 0 050120 2D 000000 COST CODE: A20000883387
CIN 130020541800008

600105 1300205418-0005 48125.00
LLA :
AE 1721319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A30000883387
CIN 130020541800006

MOD 03 Funding 1258346.00
Cumulative Funding 4152143.00

MOD 04

400107 1300205418-0006 206100.00
LLA :
AF 1721804 5T6M 252 00039 0 050120 2D 000000 A60000883387
CIN 130020541800011

600106 1300205418-0006 16314.00
LLA :
AF 1721804 5T6M 252 00039 0 050120 2D 000000 A60000883387
CIN 130020541800011

MOD 04 Funding 222414.00

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Cumulative Funding 4374557.00

MOD 05

400108 1300205428-0007 2707975.00

LLA :

AG 1721804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A70000883387

CIN 130020541800012

400109 1300205418-0007 124728.24

LLA :

AF 1721804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A60000883387

CIN 130020541800013

400110 1300205418-0008 355481.00

LLA :

AF 1721804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A60000883387

CIN 130020541800014

600107 1300205418-0007 142525.00

LLA :

AG 1721804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A70000883387

CIN 130020541800012

600108 1300205418-0007 62342.00

LLA :

AF 1721804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A60000883387

CIN 130020541800013

MOD 05 Funding 3393051.24

Cumulative Funding 7767608.24

MOD 06

400111 1300205418-0009 605000.00

LLA :

AD 1721507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A40000883387

CIN 130020541800015

MOD 06 Funding 605000.00

Cumulative Funding 8372608.24

MOD 07

400108 1300205428-0007 (45000.00)

LLA :

AG 1721804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A70000883387

CIN 130020541800012

400112 1300205418-0011 700000.00

LLA :

AD 1721507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A40000883387

CIN 130020541800018

600107 1300205418-0007 45000.00

LLA :

AG 1721804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A70000883387

CIN 130020541800012

600109 3011205418-0011 50000.00

LLA :

AD 1721507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A40000883387

CIN 130020541800018

MOD 07 Funding 750000.00

Cumulative Funding 9122608.24

MOD 08

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
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400106 1300205418-0005 (200000.00)
LLA :
AC 1711319 R4CV 255 00039 0 050120 2D 000000 COST CODE: A20000883387
CIN 130020541800008

400111 1300205418-0009 (300000.00)
LLA :
AD 1721507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A40000883387
CIN 130020541800015

400112 1300205418-0011 (700000.00)
LLA :
AD 1721507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A40000883387
CIN 130020541800018

400113 1300205418-0012 454552.00
LLA :
AH 1721804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A80000883387
CIN 130020541800021

400114 1300205418-0012 485604.00
LLA :
AJ 1721804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A90000883387
CIN 130020541800022

400115 1300205418-0012 59844.00
LLA :
AG 1721804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A70000883387

MOD 08 Funding -200000.00
Cumulative Funding 8922608.24

MOD 09

410101 1300306498 203000.00
LLA :
AK 1721319 R4CV 255 00039 0 050120 2D 000000 COST CODE: A00001416264
CIN 130030649800001

MOD 09 Funding 203000.00
Cumulative Funding 9125608.24

MOD 10

400104 1300205418-0004 (589744.95)
LLA :
AD 1721507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A40000883387
CIN 130020541800007

400111 1300205418-0009 (182255.05)
LLA :
AD 1721507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A40000883387
CIN 130020541800015

410102 1300309920 1466363.00
LLA :
AL 1731507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A00001449124
CIN 130030992000001

410103 1300309920 250634.50
LLA :
AM 1731319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A20001449124
CIN 130030992000003

600103 1300205418-0004 (54903.11)
LLA :
AD 1721507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A40000883387
CIN 130020541800007

600109 3011205418-0011 (23396.89)

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LLA :
AD 1721507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A40000883387
CIN 130020541800018

610101 1300309920 77177.00
LLA :
AL 1731507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A00001449124
CIN 130030992000001

610102 1300309920 61000.00
LLA :
AM 1731319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A20001449124
CIN 130030992000003

MOD 10 Funding 1004874.50
Cumulative Funding 10130482.74

MOD 11

410102 1300309920 1520717.00
LLA :
AL 1731507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A00001449124
CIN 130030992000001

410103 1300309920 243635.00
LLA :
AM 1731319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A20001449124
CIN 130030992000003

410104 1300309920-0001 833840.00
LLA :
AN 1731319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A30001449124
CIN 130030992000006

610101 1300309920 22823.00
LLA :
AL 1731507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A00001449124
CIN 130030992000001

610102 1300309920 61000.00
LLA :
AM 1731319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A20001449124
CIN 130030992000003

610103 1300309920-0001 150000.00
LLA :
AN 1731319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A30001449124
CIN 130030992000006

MOD 11 Funding 2832015.00
Cumulative Funding 12962497.74

MOD 12

410105 1300309920-0002 1463160.00
LLA :
AP 1731804 5T6M 252 00039 0 050120 2D 000000 COST CODE: A40001449124
CIN 130030992000007

MOD 12 Funding 1463160.00
Cumulative Funding 14425657.74

MOD 13

400105 1300205418-0005 (110291.72)
LLA :
AE 1721319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A30000883387
CIN 130020541800006

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600105 1300205418-0005 (3166.02)
LLA :
AE 1721319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A30000883387
CIN 130020541800006

MOD 13 Funding -113457.74
Cumulative Funding 14312200.00

MOD 14

400104 1300205418-0004 (2882.85)
LLA :
AD 1721507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A40000883387
CIN 130020541800007

400111 1300205418-0009 (115500.19)
LLA :
AD 1721507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A40000883387
CIN 130020541800015

600109 3011205418-0011 (22128.27)
LLA :
AD 1721507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A40000883387
CIN 130020541800018

MOD 14 Funding -140511.31
Cumulative Funding 14171688.69

MOD 15

410102 1300309920 (107175.16)
LLA :
AL 1731507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A00001449124
CIN 130030992000001

410104 1300309920-0001 (502000.00)
LLA :
AN 1731319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A30001449124
CIN 130030992000006

410106 1300309920-0003 156925.44
LLA :
AQ 1731804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A50001449124
CIN 130030992000009

410107 1300309920-0003 452249.72
LLA :
AR 1731804 5C1C 252 00039 0 050120 2D 000000 COST CODE: A60001449124
CIN 130030992000010

MOD 15 Funding 0.00
Cumulative Funding 14171688.69

MOD 16

410102 1300309920 (18500.00)
LLA :
AL 1731507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A00001449124
CIN 130030992000001

420101 1300377764 4812650.00
LLA :
AS 1721507 Y2EU 252 00039 0 050120 2D 000000 A00001904370
CIN 130037776400002

610101 1300309920 18500.00
LLA :
AL 1731507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A00001449124
CIN 130030992000001

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620101 1300377764 300000.00
 LLA :
 AS 1721507 Y2EU 252 00039 0 050120 2D 000000 A00001904370
 CIN 130037776400002

MOD 16 Funding 5112650.00
 Cumulative Funding 19284338.69

MOD 17

410102 1300309920 (370000.00)
 LLA :
 AL 1731507 Y2EU 252 00039 0 050120 2D 000000 COST CODE: A00001449124
 CIN 130030992000001

410103 1300309920 (87120.96)
 LLA :
 AM 1731319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A20001449124
 CIN 130030992000003

610102 1300309920 (22000.00)
 LLA :
 AM 1731319 R7KP 255 00039 0 050120 2D 000000 COST CODE: A20001449124
 CIN 130030992000003

MOD 17 Funding -479120.96
 Cumulative Funding 18805217.73

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 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 G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.
- (c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

H-2 DATA RIGHTS

The Data Rights clauses in the basic contract is invoked for this task order.

H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR H-323)

- (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-4 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)

- (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-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (SPAWAR H-359)

- (a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and

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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 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

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(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 attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of 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 Prime Contractor will submit a signed copy of the "Contractor to SPAWAR Non-Disclosure Agreement", see Section J, Attachment 9.

H-6 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.

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(15) Program Budget Decisions and Defense Management Report Decisions.

(16) Reports Generated by the Automated Budget Review System (BRS).

(17) DD 1414 Base for Reprogramming.

(18) DD 1416 Report of Programs.

(19) Contract Award Reports.

(20) Congressional Data Sheets.

(21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

(c) Within fourteen calendar days of contract award, the Contractor shall submit to the Contracting Officer a statement describing the Contractor, its parent company and subsidiaries (if any), and any financial interests they have in current or future systems and services being acquired by the Navy.

(d) The Contractor shall require that all employees who have access to such data execute the following "STATEMENT OF NONDISCLOSURE OF PPBS DATA," and submit these nondisclosure statements to the Contracting Officer prior to granting access to PPBS data to such employees:

STATEMENT OF NONDISCLOSURE OF PPBS DATA

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-6 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

This restriction applies not only to information from PPBS documents, published or unpublished, but also to equivalent published or unpublished budget data in whatever form produced and maintained by the service components.

SIGNATURE _____

TYPED NAME _____

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(e) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

(1) Terminate the contract for default in accordance with FAR § 52.249-6 (“Termination (Cost-Reimbursement)”) (SEP 1996) or FAR § 52.249-8 (“Default (Fixed-Price Supply and Service)”

(2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

H-7 TECHNICAL INSTRUCTIONS

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

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

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

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

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

H-8 ORGANIZATIONAL CONFLICT OF INTEREST

The HQ C-2-0037 Organizational Conflict of Interest (NAVSEA) (JUL 2000) clause in the basic

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SeaPort IDIQ contract is incorporated in this task order by reference.

H-9 ORGANIZATIONAL CONFLICT OF INTEREST – LIMITATION ON FUTURE CONTRACTING

(a) The Contractor agrees that it shall be restricted in its future contracting with SPAWAR in the manner described below. The limitations in this clause are in addition to the current Organizational Conflict of Interest (OCI) Clause contained in the basic SeaPort contract, as well as any limitations that may be specified in any future SPAWAR solicitations.

(b) Definitions:

Support Services– includes, but is not limited to, labor provided to support and assist a program office or staff code with their acquisition responsibilities in the areas of program management, acquisition management and document preparation, requirements analysis and planning, contract management, budget formulation and execution, business financial accounting and management, systems engineering and technical direction, logistics management, information technology management, test and evaluation, production and installation management, data collection and reporting, general administration, performance and earned value monitoring.

Prime Mission Products– includes, but is not limited to, design, development, production or sustainment of hardware, software or firmware related to acquisition programs of record or non-programs. It is the primary product(s) for which the program office or staff code has acquisition responsibility, and for which they may obtain support services to assist in acquiring.

(c) The efforts to be performed by the Contractor under this task order are considered ‘support services.’ In the performance of these efforts, the Contractor may have access to procurement sensitive as well as proprietary or other confidential business information. The Contracting Officer has determined that the efforts to be performed and access to information under this task order create a significant potential for organizational conflicts of interest as set forth in FAR 9.505. Whereas the Contractor has agreed to provide ‘support services’ under this task order, the Contractor shall be ineligible to perform work under, or enter into any SPAWAR contracts for PEO SS, PMW 146 and 147 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 for PEO SS, PMW 146 and 147 the Contractor shall be similarly ineligible. This ineligibility 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 agrees to insert in each subcontract or consultant agreement awarded for any portion of this requirement a clause that conforms substantially to the language of this clause, including this paragraph, unless otherwise authorized in writing by the Contracting Officer.

H-10 DISCLOSURE OF POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST

(a) *Definitions.* As used in this provision–

Contractor means the total contractor organization and any proposed teaming arrangement, and includes all subcontractors, consultants, subsidiaries, and affiliates.

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Organizational conflict of interest means a situation in which, with reference to a particular acquisition, a contractor or any of its prospective subcontractors, by virtue of its past or present performance of another Government contract, grant, cooperative agreement, or other transaction—

(1) Had access to non-public information that may provide an unfair advantage in competing for some or all of the proposed effort; or

(2) Was in a position to set the ground rules, and thereby affect the competition, for the proposed acquisition.

(b) *Proposal requirements.*

(1) The contractor shall-

(i) (A) Disclose all relevant information regarding any organizational conflicts of interest; or

(B) Represent, to the best of its knowledge and belief, that there are no organizational conflicts of interest; and

(ii) Describe any work performed on any contracts, subcontracts, grants, cooperative agreements, or other transactions within the past five (5) years that is associated with the proposed effort; and

(iii) Describe any work performed, including any access to information, in support of SPAWAR PMW 146

(2) The Contracting Officer has the sole authority to determine whether an organizational conflict of interest exists.

(3) Compliance with this requirement is a material requirement of the contract.

(c) *Termination for default.* If the successful contractor was aware, or should have been aware, of an organizational conflict of interest before award of this contract and did not fully disclose that conflict to the Contracting Officer, the Government may terminate the contract for default.

(d) *Waiver.* The Government reserves the right to waive the requirement to resolve any organizational conflict of interest.

H-11 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 Space and Naval Warfare Systems Command (SPAWAR), PEO SS, PMW 146 and 147. 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

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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, 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.

H-12 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 certifications 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.

(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-13 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)

(a) Contractor Request and Government Approval of Travel

Any travel under this contract must be specifically requested in writing, by the contractor prior to

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

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

(b) General

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

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

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

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

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

(c) Per Diem

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

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location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

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

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

(d) Transportation

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

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

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

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

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

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(6) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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-14 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING NAVY ENTERPRISE RESOURCE PLANNING (ERP) MANAGEMENT SYSTEM (JAN 2009)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Enterprise Resource Planning (Navy ERP) System. Prior to accessing any Navy ERP System, contractor personnel shall contact the applicable Navy, Marine Corps Internet (NMCI), Assistant Customer Technical Representative (ACTR) and obtain an NMCI account. ACTRs can be found on the NMCI Homeport website at: https://nmcicustomerreporting/CTR_Lookup/index.asp Once an NMCI account has been established, the contractor shall submit a request for Navy ERP access and the role required via the Contracting Officers Representative (COR) to the Competency Role Mapping POC. The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping POC, identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for Navy ERP include: Systems Authorization Access Request (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance (IA) training certificate and SF85P.

(b) For this procedure, reference to the COR shall mean the PCO for contracts that do not have a designated COR. For directions on completing the SF85P, the contractor is instructed to consult with their company's Security Manager. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) For DoD Information Assurance Awareness training, please use this site:

<http://iase.disa.mil/index2.html>

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DIRECTIONS: On the right side under "IA Training:" select "IA Training Available Online". On the next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness".

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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 on or before the expiration of the task order.
- (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 five (5) years.

I-2 SUBCONTRACT (FAR 52.244-2) (JUN 2007)

(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 placing the following subcontracts:

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(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.

(v) The subcontractor's current, complete, and accurate 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 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 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 cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective 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) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) 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).

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(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:

(TBD) _____

Alternate I

(e)(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.

I-3 CLAUSES INCORPORATED BY REFERENCE

52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)

252.242-7005 Contractor Business Systems (May 2011)

252.242-7006 Accounting System Administration (May 2011)

252.244-7001 Contractor Purchasing System Administration (May 2011)

252.245-7003 Contractor Property Management System Administration (May 2011)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 Performance Work Statement (PWS), Revision 1

Attachment 2 Contract Data Requirement List (CDRL)

Attachment 2.1 CDRL Attachment

Attachment 3 DD 254 Rev. 1, dated 16 October 2012

Attachment 4 Non-Disclosure Agreement

Attachment 5 ERP Non Disclosure Agreement - Company

Attachment 6 ERP Non Disclosure Agreement - Employee

PEO Space Systems, PMW 146 and PMW 147
Program Management Support Services
Performance Work Statement
Revision 1 - 13 October 2011

1.0 INTRODUCTION

The Program Executive Office for Space Systems (PEO Space Systems) is acquiring program, business, financial, acquisition, and logistics management support services for the PEO Space Systems, the Navy Communications Satellite Program Office, (PMW 146), and the Space Remote Sensing Program Office, (PMW 147).

2.0 BACKGROUND

2.1 Missions

The mission of PEO Space Systems, PMW 146 and PMW 147 is to develop, acquire, integrate, produce, launch, test, and provide operational support to reliable, affordable, flexible, effective and seamless space systems that support Department of Defense (DoD) and U.S. Agencies to enable joint, coalition, combined, and Naval operations. In addition, the PEO Space Systems is also responsible for coordinating all Department of the Navy's (DoN) Space, Research, Development and Acquisition activities.

2.2 Functions

The PEO Space Systems serves as the DoN Space Program Executive Officer (PEO) as called for in the National Security Space Acquisition Policy (NSSAP 03-01) and updated DoD 5000 acquisition guidance. 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.

2.2.1 PMW 146 Functions

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 Leased Satellite (LEASAT), SKYNET, Ultra-High Frequency Follow-On (UFO), and Mobile User Objective System (MUOS) programs. The LEASAT program and the SKYNET program provide the warfighter with narrowband satellite communications (SATCOM) capacity through annual leases of various transponders onboard commercial satellites. The UFO program began in 1988 to replace and upgrade the worldwide fleet of UHF communications satellites (i.e., Fleet Satellites and LEASATs). The last of ten satellites was successfully placed on-orbit in December 2003 thereby completing the constellation. Annual efforts include in-service engineering, technical and related support, anomaly resolution and constellation health analysis, and contract quarterly and annual reviews. Research and development analysis activities, including required acquisition documentation, leading to

procurement of narrowband SATCOM services, will be conducted to support the on-orbit availability of UHF narrowband systems. The MUOS program is the next generation narrowband satellite constellation that will replace the UFO constellation. The program completed the Component Advanced Development (CAD), Preliminary Design (PD) phase, Complete Design (CD) phase; and is currently operating in the Build Approval (BA) phase. A single contractor will design, build, test and deliver the first two spacecraft to the Government for subsequent launch onboard an Evolved Expendable Launch Vehicle (EELV), and then conduct on-orbit testing to ensure the MUOS system meets the specified requirements before final acceptance by the Government.

2.2.2 PMW 147 Functions

The Space Remote Sensing Program Office mission is to develop, acquire, integrate, produce, launch, test and provide operational support to reliable, affordable, flexible, effective and seamless remote sensing systems supporting Department of Defense (DoD) and the U.S. agencies to enable joint, coalition, combined, and naval operations. PMW 147 functions include managing the acquisition and support of the Remote Sensing Program for the Department of the Navy and coordinating the acquisitions with the Assistant Secretary of the Navy for Research, Development and Acquisition (ASN (RDA)) in accordance with the updated DoD 5000 series acquisition guidance.

The Remote Sensing Program mission is designed to provide an updated 'bright star' catalog in order to meet future national security space needs and requirements. Stars in the 1st thru 10th magnitude brightness range will be mapped to a position accuracy of 1 milli-arcseconds (mas) and 2nd thru 14th magnitude stars to a motion accuracy of 1 mas per year. The Remote Sensing Program will derive dedicated astrometry (star position), photometry (star brightness and color), and parallax (apparent movement) measurements. The Remote Sensing Program is baselined as a 3-year space mission with a concurrent data processing effort continuing for an additional year beyond the space mission. The Remote Sensing Program will not result in a materiel operational capability and does not include resources for operation of the satellite beyond the initial 3-year mission. The Naval Research Laboratory (NRL) will control the Remote Sensing Program from its ground station at Blossom Point near Washington DC, using on-site assets. Data gathered during planned mission observations, as well as spacecraft health and status information, will be down-linked to the NRL ground station and then transferred to USNO. The USNO will provide planning inputs for the mission and process observational data using existing infrastructure.

3.0 SCOPE

The purpose of this Task Order is to provide the PEO Space Systems, to include PMW 146 and PMW 147, an integrated contractor team with the competency, capacity and capability to provide the full range of program and acquisition management, business, financial management, and logistics management support services. Task Order services required span from subject matter expertise (technical and program management) to administrative support/graphic services with skill sets and experience that match the organization's need to comply with and respond to DoD, NSSAP 03-01, SPAWAR, PEO, Joint, Allied and Coalition requirements. The work activities will be performed in various locations that will include the following areas: Chantilly, VA; San Diego, CA; Sunnyvale, CA; Scottsdale, AZ; and consist of the following functions: Program and Acquisition Management, Business and Financial Management, and Logistics

Management. This Performance Work Statement (PWS) reflects current PEO Space Systems, PMW 146 and PMW 147 policies and practices, allowing offerors to propose and price a solution to known requirements. As necessary, SPAWAR will modify this order to incorporate any necessary in-scope changes. Throughout the life of this order, the contractor is encouraged to continuously seek ways to incorporate innovative and emerging technologies that, in the most economic and efficient manner, improves 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:

Functional Area	Document Identifier	Document Title	Date or Current Version	Applicability
MUOS	PMW146-S-005F-CMPS	Contract MUOS Performance Specification	To be provided	Comply With
	National Security Agency (NSA) 05-FSDA-MUOS-01	Fail Safe Design and Analysis (FSDA) for the Mobile User Objective System (MUOS) Space SGLS/USB Transponder (SUT)	14 Jan 05	Comply With
	NSA 05-SSR-MUOS-01	Mobile User Objective System (MUOS) System Security Requirements (SSR) for the Space SGLS/USB Transponder (SUT), Update 1	21 Oct 05	Comply With
	NSA 05-TSRD-MUOS-01	Telecommunications Security Requirement Document (TSRD) for the Mobile User Objective System (MUOS) Satellite System Space SGLS/USB Transponder (SUT), Revision 1	14 Jan 05	Comply With
	NSA 04-FSDA-MUOS-01	Fail Safe Design and Analysis (FSDA) for the Mobile User Objective System (MUOS) Space TRANSEC/COMSEC Unit (TCU),	1 Dec 04	Comply with
	NSA 04-SSR-MUOS-01	Mobile User Objective System (MUOS) System Security Requirements (SSR) for the Space TRANSEC/COMSEC Unit (TCU), Update 1	21 Oct 05	Comply with
	NSA	Telecommunications Security Requirement Document (TSRD) for the Mobile User Objective System (MUOS) Satellite System Space TRANSEC/COMSEC Unit (TCU), Revision 1	1 Dec 04	Comply with

Functional Area	Document Identifier	Document Title	Date or Current Version	Applicability
	NSA	Fail Safe Design Analysis (FSDA) Requirements for the Mobile User Objective System (MUOS) TRANSEC Controller	9 Dec 04	Comply With
	NSA	Mobile User Objective System (MUOS) System Security Requirements (SSR) for the MUOS TRANSEC Controller (MTC) Update 1	20 Oct 05	Comply With
	NSA	Telecommunications Security Requirements Document (TSRD) for the Mobile User Objective System (MUOS) TRANSEC Controller, Revision 1	9 Dec 04	Comply With
	NSA EKMS 217	Key Management/Benign Techniques Specification Revision	26 Aug 98	Comply With
	NSA/CSS Policy 3-9	Cryptographic Modernization Initiative Requirements for Type 1 Cryptographic Products	28 Mar 03	Comply With
	ASD (NII) Memorandum	Internet Protocol Version 6 (IPv6)	9 Jun 03	For Guidance
	ASD (NII) Memorandum	Internet Protocol Version 6 (IPv6) Interim Transition Guidance	29 Sep 03	For Guidance
	DODI 8100.3	Department of Defense Voice Networks	16 Jan 04	Comply with
	EELV	EELV Standard Interface Specification (Version 6)	5 Sep 00	Comply With
Program Management	ISO 14300-1	Space Systems - Program Management - Part 1: Structuring of a program	2 Jul 02	For Guidance
	ANSI-EIA 748	Earned Value Management System	17 Aug 99	Comply With
	DoD 5000.4-M-2	Software Resources Data Report (SRDR) Manual	20 Feb 03	Comply With
	DoD Directive 5000.1	The Defense Acquisition System	12 May 03	Comply With
	DOD Directive NSSAP 03-01	National Security Space Acquisition Policy	6 Oct 03	Comply With
	DOD Instruction 5000.2	Operation of the Defense Acquisition System	3 May 04	Comply With

Functional Area	Document Identifier	Document Title	Date or Current Version	Applicability
	DOD Regulation 5000.2-R	Mandatory Procedures for Major Defense Acquisition Programs	5 Apr 02	Comply With
	OPNAVINST 1500.76	Navy Training System Requirements, Acquisition, and Management	21 Jul 98	Comply With
	SECNAVINST 5000.2C	Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System	19 Nov 03	Comply With
	SECNAVINST 5420.188E	Acquisition Category Program Decision Process	11 Dec 97	Comply With
	SPAWAR/PEOC4I & Space V 2.0 Acquisition Program Structure Guide	SPAWAR/PEOC4I & Space V 2.0 Acquisition Program Structure Guide	2 Jul 04	Comply With
	Federal Law Title 10 USC Military Services	Federal Law Title 10 USC Military Services	N/A	Comply With
	Federal Law Title 31 USC	Federal Law Title 31 USC	N/A	Comply With
	OMB Circular A-11 Preparation, Submission and Execution of the Budget 16 Jul 04 Federal Regulation Title 48 CFR, Chapter 1 The Federal Acquisition Regulation	OMB Circular A-11 Preparation, Submission and Execution of the Budget 16 Jul 04 Federal Regulation Title 48 CFR, Chapter 1 The Federal Acquisition Regulation	28 Jan 04	Comply With
	DoD Regulation Title 48 CFR, Chapter 2 Defense Federal Acquisition Regulation Supplement	DoD Regulation Title 48 CFR, Chapter 2 Defense Federal Acquisition Regulation Supplement	15 Dec 03	Comply With

Functional Area	Document Identifier	Document Title	Date or Current Version	Applicability
	DoD Regulation 7000.14 Financial Management Regulations	DoD Regulation 7000.14 Financial Management Regulations	N/A	Comply With
	Navy Regulation NAVSO P- 1000	Navy Regulation NAVSO P- 1000	N/A	Comply With
	DoN Financial Management Policy Manual	DoN Financial Management Policy Manual	N/A	Comply With
	Navy Manual DoN Budget Guidance Manual	Navy Manual DoN Budget Guidance Manual	N/A	Comply With
	SPAWAR Manual SPAWAR Business Financial Manager's Manual	SPAWAR Manual SPAWAR Business Financial Manager's Manual	N/A	Comply With
	Guidance Information Assurance Strategy Template for Submission by Acquisition Program Managers, DoN CIO Guidance	Guidance Information Assurance Strategy Template for Submission by Acquisition Program Managers, DoN CIO Guidance	N/A	Comply With
	SPAWARINST 5721.1 Electronic and Information Technology (EIT) Section 508 Accessibility Standards	SPAWARINST 5721.1 Electronic and Information Technology (EIT) Section 508 Accessibility Standards	N/A	Comply With
	Regulation JTR DoD Civilian Personnel Travel	Regulation JTR DoD Civilian Personnel Travel	1 Apr 2004	Comply With
	SPAWARINST 7720.4C Policy and Responsibilities for SPAWAR Cost Estimating & Analysis	SPAWARINST 7720.4C Policy and Responsibilities for SPAWAR Cost Estimating & Analysis	2 Aug 2004	Comply With

Functional Area	Document Identifier	Document Title	Date or Current Version	Applicability
	DoD Manual 5000.4M Cost Analysis Guidance and Procedures	DoD Manual 5000.4M Cost Analysis Guidance and Procedures	Dec 1992	Comply With
	DoD Guide DoD Earned Value Management Implementation Guide	DoD Guide DoD Earned Value Management Implementation Guide	3 Oct 1997	Comply With
	DoD Manual DoD Contractor Cost Data Reporting Manual	DoD Manual DoD Contractor Cost Data Reporting Manual	16 Apr 1999	Comply With
	SPAWARINST 5000.19C Earned Value Management Requirements for SPAWAR Contracts and Task Statement	SPAWARINST 5000.19C Earned Value Management Requirements for SPAWAR Contracts and Task Statement	20 Jul 2001	Comply With
	SPAWAR Policy SPAWAR Standard Reports Policy	SPAWAR Policy SPAWAR Standard Reports Policy	7 Jul 2004	Comply With
	SPAWAR Global Work Breakdown Structure	SPAWAR Global Work Breakdown Structure	N/A	Comply With
	SPAWARINST 7301.1A Tri-Annual Reviews of Commitments and Obligations	SPAWARINST 7301.1A Tri-Annual Reviews of Commitments and Obligations	9 Oct 2002	Comply With
	PEO Space Systems Policies and Procedures	PEO Space Systems Policies and Procedures	N/A	Comply With
	PMW 146 Internal Policies and Procedures	PMW 146 Internal Policies and Procedures	N/A	Comply With
	PMW 147 Internal Policies and Procedures	PMW 147 Internal Policies and Procedures	N/A	Comply With

Functional Area	Document Identifier	Document Title	Date or Current Version	Applicability
Systems Engineering	ANSI/EIA-632	Processes For Engineering A System	7 Jan 99	For Guidance
Risk Management	ISO 17666	Space Systems - Risk Management	31 Mar 03	For Guidance
Configuration Management	MIL-HDBK-61A	Configuration Management Guidance	7 Feb 01	For Guidance
	MIL-STD-961E	Specification Practices	1-Aug-03	Comply With
Security	MIL-HDBK-1785	System Security Engineering Program Management Requirements	1 Aug 95	For Reference
	DoD-I-8500.2	Information Assurance (IA) Implementation	6 Feb 03	For Guidance
	DoD Directive 8500.1	Information Assurance	24 Oct 02	Comply With PMW-146 Tailoring
	DoD Instruction 8510.01	DoD Information Assurance Certification and Accreditation Process (DIACAP)	28 Nov 07	Comply With
	DoD Instruction 5200.40	Defense Information Technology Security Certification and Accreditation Program (DITSCAP)	30 Dec 97	Comply With
	DoD Directive 8530.1	Computer Network Defense (CND)	8 Jan 01	Comply With PMW-146 Tailoring
	DoD Instruction O-8530.2	Support to Computer Network Defense (CND)	9 Mar 01	For Reference
	DoD Regulation 5200.8-R	Physical Security Program	May 91	Comply With
	DoD Directive C-5200.5	Communications Security	21 Apr 90	For Reference
	DoD Regulation 5200.1-R	Information Security Program	14 Jan 97	Comply With
	DoD Directive 8510.1-M	DITSCAP Application Manual,	31 July 00	Comply With
	DoD Directive 5230.25-PH	Control of Unclassified Technical Data with Military Space Application	May 85	For Reference
	DoD Directive 5230.25	Withholding of Unclassified Technical Data From Public Disclosure	18 Aug 95	Comply With

Functional Area	Document Identifier	Document Title	Date or Current Version	Applicability
	CJCSI 6510.01D	Information Assurance and Computer Network Defense	15 Jun 04	For Reference
	CJCSI 6510.01-M (App N)	Information Assurance and Computer Network Defense, Appendix N	15 Mar 02	Comply With PMW-146 Tailoring
	CJCSI 6212.01D	Interoperability and Supportability of National Security Systems, and Information Technology Systems	8 Mar 06	Comply With
	NSTISSP 11	National Security Telecommunications and Information System Security Policy	June 03	Comply With
	CNSSP12 v2	National Information Assurance Policy for Space Systems Used to Support National Security Missions	20 Mar 07	Comply With
Human Factors	MIL-STD-1472F	Design Criteria Standard Human Engineering	1 Aug 99	For Guidance
Logistics	MIL-HDBK-502	Acquisition Logistics	30 May 97	For Guidance
	MIL-PRF-49506	Logistics Management Information Performance Specification	11 Nov 96	For Guidance
	DoD Guide	The Integrated DoD Guide to Performance Based Packaging Practices	Oct 02	For Guidance
	ASTM D3951-98	Packaging, Commercial	21 Dec 90	Comply With
	MIL-STD-2073-1D (1)	DoD Standard Practice for Military Packaging	10 May 02	For Guidance
	ASTM D 4169-94	Containers and Systems, Shipping, Performance Testing of	15 Nov 93	Comply With
	MIL-DTL-31000B	Technical Data Packages	14 Dec 01	For Reference
	MIL-HDBK-29612-1A	Guidance for Acquisition of Training Products and Services	31 Aug 01	For Guidance
	MIL-DTL-15024F	Plates, Tags and Bands, for Identification of Equipment, General Specification for	28 Nov 97	For Guidance
	MIL-STD-129P	Military Marking for Shipment and Storage	15 Dec 02	For Guidance
	MIL-PRF-29612B	Training Data Products	31 Aug 01	Comply With

Functional Area	Document Identifier	Document Title	Date or Current Version	Applicability
	GEB 1	Diminishing Manufacturing Sources/Material Shortages Management Practices Handbook	14 Dec 00	For Guidance
	MIL-STD-196E	Joint Electronics Type Designation System	17 Feb 98	For Guidance
	NAVSEASYS COM Technical Specification 9090-1500	Policy and Procedures Manual, Provisioning, Allowance and Fitting Out Support (PAFOS)	04 Apr 00	For Guidance
	NDMS-030322-000	Technical Manual Contract Requirements (TMCR) Number 030322	15 Sep 03	For Guidance
	NDMS-030325-000	Technical Manual Contract Requirements (TMCR) Number 030325	15 Sep 03	For Guidance
	SPAWAR Instruction 4000.10A	Integrated Logistic Support Plans (ILSPS) And Operational Logistic Support Summaries (OLSSS) For Electronic Systems and Equipment	1 Jun 81	For Guidance

5.0 PERFORMANCE REQUIREMENTS

The contractor shall perform the following tasks in accomplishing the requirements of this Task Order (TO). The contractor shall provide timely assistance to meet program emergent requirements as requested by the PEO Space Systems staff, the PMW 146 Program Manager, the PMW 147 Program Manager or other properly designated authority.

5.1 PEO Space Systems

5.1.1. Management Support (O&MN)

5.1.1.1 The contractor shall provide management support services for space systems programs (such as LEASAT, UFO, SKYNET, MUOS, and Remote Sensing Programs, others as assigned) to assist the PEO Space Systems staff in the preparation and maintenance of administrative and management data, acquisition documents, project schedules, 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 Strategic Planning Support (O&MN)

5.1.2.1 In support of its role in the oversight of the acquisition of the assigned space system programs, the PEO Space Systems requires the contractor to assist the PEO Space Systems in the implementation of various strategic planning initiatives. For example: High Performance Organization, Balanced Scorecard, SPAWAR Business Plan, Competency Aligned Organization, the Naval NETWAR/FORCEnet Enterprise, and

Lean Six Sigma (LSS). Specific efforts include the preparation of the annual Business Plan, the Communication Plan, the LSS Implementation and Execution Plans, the Strategic Plan, and the Annual Report. When called upon to provide support in the above areas, the contractor shall provide individuals who are experts in the particular field, e.g., extensive experience in the implementation of a Balanced Scorecard.

5.1.3 Business and Financial Management Support (O&MN)

5.1.3.1 The contractor shall provide a subject matter expert to assist the PEO Space Systems in the oversight of the MUOS and the Remote Sensing Program's earned value management (EVM) process. Expertise in the use of EVM for DoD space programs is highly desirable.

5.1.3.2 The contractor shall assist PEO Space Systems in documenting and evaluating various types of financial data associated with the assigned space system programs. The contractor shall provide expertise in the design and execution of various documents using Microsoft Office tools such as Excel, Access, PowerPoint, and Project. As requested by the PEO Business Financial Manager (BFM), the contractor will assist in preparing various financial reports and evaluations.

5.2 Mobile User Objective System (MUOS)

5.2.1 Program Management Support (RDT&E)

5.2.1.1 The contractor shall provide administrative front office support, and program management support services to assist the PMW 146 Program Manager 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.

5.2.1.2 The contractor shall assist in the planning and development of all program documentation for program milestones required by DoD 5000 series/ NSSAP 03-01 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. Documents shall be technically correct, prepared in the prescribed format and be free of typographical and grammatical errors.

5.2.1.3 The contractor shall prepare and maintain PMW 146 program metrics. Program metrics shall be available to the Program Manager and staff within the prescribed deadline and shall be accurate..

5.2.1.4 The contractor shall plan and prepare acquisition reporting documents submitted to PEO Space Systems, ASN (RDA), OSD, and Congress in accordance with applicable acquisition policy documents (e.g. NSSAP 03-01 DOD 5000, DOD 5000.1, DOD 5000.2, DOD 5000.2-R, SECNAVINST 5000.2C and SECNAVINST 5420.188E, SPAWAR Acquisition Program Structure Guide). Documents are to include an Acquisition Strategy (AS), Integrated Program Summary (IPS) and an Acquisition Program Baseline (APB). Documents are also to include those submitted on a regular basis such as the Defense Acquisition Executive Summary (DAES), ASN (RDA) Dashboard, and Selected Acquisition Report (SAR). All work products shall meet applicable formats and be completed within the time schedule assigned by the individual requestors.

5.2.1.5 In accordance with NSSAP 03-01, the contractor shall host and support as required an Independent Program Assessment (IPA) Team which will conduct an

assessment of the MUOS program. The contractor shall provide all necessary documentation and facilities required by the IPA Team.

5.2.1.6 The contractor shall provide analyses of MUOS data to assist PMW 146 in programmatic and business management support of the MUOS. These tasks include use of the advanced features in Microsoft Office or other types of software to perform 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.

5.2.1.7 The contractor shall prepare draft impact statements, reclaims, and responses to inquiries for signature and release. The contractor shall develop these documents within the time required to support program of record, PEO Space Systems, SPAWAR, CNO, GAO, DOD, and other organizations' schedules. Documentation shall be prepared in accordance with impact statement, reclaims, and inquiry response guidance, be free of errors, omissions and mistakes and provided to the requestor in time to meet the schedules assigned by higher echelon activities.

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

5.2.1.9 The contractor shall assist in the planning and development of acquisition and contracting documents using the Navy Enterprise Resource Planning (Navy ERP system) where applicable. Documents include:

Procurement and Modification Requests (PR/MR), Statements of Work (SOW), Statements of Objectives (SOO), Performance Work Statements (PWS), Technical Directives (TD), Contractor Data Requirements Lists (CDRLs); summary tracking and status reports; and Procurement Change Board documentation and briefings. All acquisition documents shall be completed within the assigned due dates.

5.2.1.10 The contractor shall provide support to the program offices Program Management Toolbox. Support shall include providing functionality upgrades and software corrections. Upgrades and corrections shall be provided as identified and within the assigned due dates.

5.2.1.11 The contractor shall provide Risk Management support to the program office in accordance with the approved Risk Management Plan. The contractor shall provide a Risk Manager to help identify, update, and report all program related risk. The contractor shall maintain the risk database, coordinate risk with the MUOS 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.

5.2.1.12 The contractor shall provide integrated master scheduling (IMS) support to the MUOS program. The IMS support shall include developing and maintaining a MUOS IMS, developing an Enterprise IMS, reporting weekly to the PM on the status of upcoming/past events, supporting the MUOS Acquisition Council in reviewing, analyzing, and updating the MUOS Enterprise IMS, analyzing the MUOS prime contractor's IMS, coordinating with the PMW 146 Division Directors key tasks and events. The contractor shall update all IMS within 24 hours of receiving a change, and provide accurate, up-to date schedules within 12 hours of an authorized request.

5.2.1.13 The contractor shall provide support to the program office to manage all documents and major decisions made by the program office. This support shall include

establishing and maintaining a library in the program office of all documents, ensuring each document is developed in accordance with the program office policies and follows the established process for final approval, ensuring each document is correctly stored and accessible for future reference, and maintaining a database of all documents and major decisions for the program. The contractor shall properly file all documents and update the document database within 24 hours of receipt.

5.2.1.14 In accordance with DoD policies, the contractor shall host and support as required Source Selection activities in support of the MUOS program. The contractor shall provide all necessary documentation, hardware, software, and facilities required to support the Source Selection process.

5.2.2 Acquisition and Production Manager Support (WPN)

5.2.2.1 The contractor shall provide acquisition manager support for acquisition, production, implementation and integration in support of the MUOS 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. Work will be performed at contractor facilities, on-site, and during travel in support of designated activities integral to the production of MUOS.

5.2.2.2 The contractor shall provide inputs and data for procurement/production strategies and acquisition manager planning in support of the MUOS procurement. The contractor shall provide project production plans, production scheduling tool, and technical reports to effectively support production tracking. Utilizing existing models, provide technical assistance to support various acquisition and production scenarios.

5.2.3 Program Management Support (O&M,N)

5.2.3.1 The contractor shall provide administrative front office support, and project management support services to assist the PMW 146 Program Manager 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.

5.2.3.2 The contractor shall assist in the planning and preparation of all program documentation required to support the MUOS system while in operational status. The contractor shall generate draft documents as required and provide updates incorporating comments as provided by the program office. Documents shall be technically correct, prepared in the prescribed format and be free of typographical and grammatical errors.

5.2.3.3 The contractor shall prepare and maintain PMW 146 program metrics as required. Program metrics shall be available to the Program Manager and staff within the prescribed deadline.

5.2.3.4 The contractor shall provide analyses of MUOS data to assist PMW 146 in programmatic and business management support of the MUOS. 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 perform data and statistical analysis of information and demonstrate the ability to transform this

information into spreadsheets, graphs, pivot charts and other output within the time constraints specified by the requestor.

5.2.3.5 The contractor shall prepare draft impact statements, reclamation, and responses to inquiries for signature and release. The contractor shall develop these documents within the time required to support program of record, PEO Space Systems, SPAWAR, CNO, GAO, DoD, and other organizations' schedules. Documentation shall be prepared in accordance with impact statement, reclamation, and inquiry response guidance, be free of errors, omissions and mistakes and provided to the requestor in time to meet the schedules assigned by higher echelon activities.

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

5.2.3.7 The contractor shall assist in the planning and preparation of contracting documents using the Navy ERP system where applicable. Documents include: Procurement and Modification Requests (PR/MR), Statements of Work (SOW), Statements of Objectives (SOO), Performance Work Statements (PWS), Technical Directives (TD), Contractor Data Requirements Lists (CDRLs); summary tracking and status reports; and Procurement Change Board documentation and briefings. All acquisition documents shall be completed within the assigned due dates.

5.2.3.8 The contractor shall provide support to the program office Program Management Toolbox. Support shall include providing functionality upgrades and software corrections. Upgrades and corrections shall be provided as identified and within the assigned due dates.

5.2.3.9 The contractor shall provide support to the program office to manage all documents and major decisions made by the program office. This support shall include establishing and maintaining a library in the program office of all documents, ensuring each document is developed in accordance with the program office policies and follows the established process for final approval, ensuring each document is correctly stored and accessible for future reference, and maintaining a database of all documents and major decisions for the program. The contractor shall properly file all documents and update the document database within 24 hours of receipt.

5.2.4 Business, Financial Management and Cost Estimating Support (RDT&E)

5.2.4.1 The contractor shall provide PMW 146 Business, Financial Manager (BFM) and cost estimating support services to assist in the preparation and maintenance of: (1) budget submissions and execution status, (2) program planning and guidance documents, (3) earned value management, and (4) other program financial documentation. All tasking assigned shall be completed within the time schedule assigned by the requestor and in accordance with PEO Space Systems and PMW 146 BFM/cost estimating standards.

5.2.4.2 The contractor shall assist the Program Office in the preparation of program risk (uncertainty) and sensitivity/analyses, required metrics tracking, and other cost-related reporting and documentation requirements per NSSAP 03-01, DoD Directive 5000.1, DoDI 5000.2, SECNAVINST 5000.2C, and SPAWARINST 7720.4C. This effort is to be performed annually, or at the request of the Milestone Decision Authority.

5.2.4.3 The contractor shall update CAIV plans, per DoD Directive 5000.1, NSSAP 03-01, and SPAWARINST 7720.4C, as necessary.

5.2.4.4 The contractor shall prepare economic analyses and program evaluations to support selection of cost effective alternatives for program milestones in accordance with DoD Directive 5000.1 and SPAWARINST 7720.4C.

5.2.4.5 For Build Approval Milestone decision, the Contractor shall prepare risk mitigation/management plans and associated costs in accordance with DoD Directive 5000.1 and DoDI 5000.2 and NSSAP 03-01.

5.2.4.6 The contractor shall assist programs in the preparation of Acquisition Program Baseline (APBs) per DoD Directive 5000.1 and DoDI 5000.2 at Build Approval Milestone and FRP DR, or update as necessary.

5.2.4.7 The contractor shall support milestone decision planning, documentation, and reviews with higher echelon organizations, including Assistant Secretary of the Navy (ASN), the OSD Cost Analysis Improvement Group (CAIG), and other DoD-wide Cost Working Groups, as required.

5.2.4.8 The contractor shall assist PMW 146 in the development, justification, and defense of the MUOS program budget; development/preparation of issue papers/reclamas and responses to Naval Comptroller (NAVCOMPT), Office of the Secretary of Defense (OSD), Government Accounting Office (GAO) and congressional inquiries regarding the MUOS budget and financial matters. All work products produced and delivered shall be accurate, complete, and timely as determined by the requestor. Documentation shall be prepared in accordance with formats prescribed by the requestor.

5.2.4.9 The contractor shall assist PMW 146 in the development of annual spend plans detailing appropriations, projects, activities, development and tracking of appropriation initiation, obligation, execution, and reconciliation of funding. All work products produced and delivered shall be accurate, complete, and timely as determined by the requestor. Documentation shall be prepared in accordance with formats prescribed by the requestor and submitted no later than the assigned delivery date.

5.2.4.10 The contractor shall provide PMW 146 with comprehensive analysis and administration of the MUOS financial data and assist in the planning, coordination, execution, and tracking of program funds. The contractor shall prepare and submit the required analyses as required to support the PMW 146 Program Manager.

5.2.4.11 The contractor shall have knowledge of and provide support for SPAWAR corporate financial databases (e.g., Navy ERP, IRAPS,).

5.2.4.12 The contractor shall provide financial documentation that adheres to fiscal law for various appropriations.

5.2.4.13 The contractor shall assist PMW 146 with the preparation/coordination of Program Objectives Memorandums (POM) and Program Reviews. The contractor shall prepare and coordinate POM/Program Review exhibits within the time required to support the program of record schedules. Documentation shall be prepared in accordance with the POM/Program Review exhibit guidance and submitted in time to meet the due dates assigned by higher echelon activities.

5.2.4.14 The contractor shall assist in the preparation and maintenance of Work Breakdown Structures (WBS) and cost estimates/models. Documentation shall be prepared in accordance with WBS and cost estimates/models guidance provided by the requestor and submitted within the time required to support the program of record schedules.

5.2.4.15 The contractor shall assist in the review and analysis of MUOS contractor earned value management data and prepare summary reports on findings and recommendations. All work products shall meet applicable formats and be completed within the time schedule assigned by the individual requestors.

5.2.4.16 The contractor shall assist in the review and analysis of cost proposals prepared by the MUOS prime contractor for Engineering Change Proposals (ECPs) and prepare summary reports on findings and recommendations. All work products shall meet applicable formats and be completed within the time schedule assigned by the individual requestors.

5.2.4.17 The contractor shall provide program management, scheduling and cost estimating expertise to assist the Government in evaluation of contract proposals. Support shall include cost estimating expertise to advise the Government on the cost reasonableness and viability of proposals submitted. All work performed under each identified subtask shall be completed by the prescribed deadline.

5.2.5 Business, Financial Management and Cost Estimating Support (O&M,N)

5.2.5.1 The contractor shall provide PMW 146 Business, Financial Manager (BFM) and cost estimating support services to assist in the preparation and maintenance of: budget submissions and execution status, program planning and guidance documents, and other program financial documentation. All tasking assigned shall be completed within the time schedule assigned by the requestor and in accordance with PEO Space Systems and PMW 146 BFM/cost estimating standards.

5.2.5.2 The contractor shall assist PMW 146 in the development, justification, and defense of the MUOS program budget; development/preparation of issue papers/reclamas and responses to Naval Comptroller (NAVCOMPT), Office of the Secretary of Defense (OSD), Government Accounting Office (GAO) and congressional inquiries regarding the MUOS budget and financial matters. All work products produced and delivered shall be accurate, complete, and timely as determined by the requestor. Documentation shall be prepared in accordance with formats prescribed by the requestor.

5.2.5.3 The contractor shall assist PMW 146 in the development of annual spend plans detailing appropriations, projects, activities, development and tracking of appropriation initiation, obligation, execution, and reconciliation of funding. All work products produced and delivered shall be accurate, complete, and timely as determined by the requestor. Documentation shall be prepared in accordance with formats prescribed by the requestor and submitted no later than the assigned delivery date.

5.2.5.4 The contractor shall provide PMW 146 with comprehensive analysis and administration of the MUOS financial data and assist in the planning, coordination, execution, and tracking of program funds. The contractor shall prepare and submit the required analyses as required to support the PMW 146 Program Manager and staff.

5.2.5.5 The contractor shall have knowledge of and provide support for SPAWAR corporate financial databases (e.g., Navy ERP, IRAPS,).

5.2.5.6 The contractor shall provide financial documentation that adheres to fiscal law for various appropriations.

5.2.5.7 The contractor shall assist PMW 146 with the preparation/coordination of Program Objectives Memoranda (POM) and Program Reviews. The contractor shall prepare and coordinate POM/Program Review exhibits within the time required to support the program of record schedules. Documentation shall be prepared in accordance

with the POM/Program Review exhibit guidance and submitted in time to meet the due dates assigned by higher echelon activities.

5.2.5.8 The contractor shall assist in the review and analysis of cost proposals prepared by the MUOS prime contractor for Engineering Change Proposals (ECPs) prepares summary reports on findings and recommendations. All work products shall meet applicable formats and be completed within the time schedule assigned by the individual requestors.

5.2.6 Logistics Management Support (RDT&E)

5.2.6.1 The contractor shall provide administrative/technical support services in the form of project management support to assist the PMW 146 Integrated Logistics Support Division Director in the preparation and maintenance of management data, project schedules, action items, progress/special reports, supporting documentation, and IPT reviews. The contractor shall analyze system information derived from MUOS Integrated Product Teams (IPT) and program reviews for supportability impacts.

5.2.6.2 The contractor shall perform maintenance workload studies for all MUOS ground and space system equipment, and an initial depot source of repair analysis in accordance with Title 10 U.S. Code Sections 2464 and 2466 and report their findings. As a result of their analysis, the contractor shall complete all required documentation and provide in draft form. Additionally the contractor shall perform studies to assess system support requirements. All studies and analyses shall be provided as required and in accordance with appropriate schedules.

5.2.6.3 The contractor shall plan and prepare support planning and reporting documents for submittal to PMW 146, PEO Space Systems, OPNAV, STRATCOM NETWARCOM, NNSOC, and other program offices in accordance; with DoD and Navy instructions and regulations to include Depot Source of Repair recommendations, Business Case Analyses, manpower personnel & training analyses, human systems integration analysis, system nomenclature assignments, schedule updates, and support solution recommendations. Documents include Integrated Logistics Support Plan (ILSP), Navy Training System Plan (NTSP), Logistics Requirements Funding Summary (LRFS), Man Power Estimate Report and nomenclature requests. The contractor shall review and provide comments on data deliverables (CDRLs) provided by the MUOS prime contractor.

5.2.6.4 The contractor shall utilize the MUOS Program Management Toolbox to access and provide comments on supportability/support, safety, environmental and related deliverables. All work shall be accomplished as required and in accordance with deliverable review schedules. The contractor shall monitor and review MUOS prime contractor supportability analysis processes and products and provide an assessment report. The report shall include an assessment of the MUOS contractor's approach, process and products. The contractor shall review all MUOS program acquisition documents to ensure system supportability and support is appropriately addressed. Documents/reports include: Test and Evaluation Master Plan (TEMP), Information Support Plan (ISP), Programmatic Environmental Safety and Occupational Health Evaluation (PESHE), Acquisition Strategy (AS), Selected Acquisition Report (SAR), Defense Acquisition Executive Summary (DAES), and Acquisition Program Baseline (APB). The contractor shall provide the results of their review in the form of comments. Work products shall be provided within the time schedule assigned by the requester.

5.2.7 Integrated Logistics Support (WP,N)

5.2.7.1 The contractor shall provide updates, inputs and recommendations regarding Integrated Logistics Support (ILS) Planning documentation for the MUOS procurement program as a result of Engineering Change Proposals (ECPs). Contractor shall provide recommendations regarding support product changes to technical manuals, and CBT (Computer Based Training (CBT) products necessary to support the ECPs for MUOS. Contractor shall monitor, verify and validate support requirements for production equipment, assess the impact of production configuration changes on existing support plans and products while MUOS is in production. Provide recommendations to ensure that all supportability/support planning reflects production equipment configurations necessary to support program requirements for the procurement, implementation and integration of MUOS.

5.2.8 Integrated Logistics Support (O&M,N)

5.2.8.1 The contractor shall provide administrative/technical support services in the form of project management support to assist the PMW 146 Integrated Logistics Support Division Director in the preparation and maintenance of management data, project schedules, action items resolution, progress/special reports, supporting documentation, and IPT reviews. The contractor shall analyze system information derived from MUOS Integrated Product Teams (IPT) and program reviews for supportability impacts. As a result of their analysis, the contractor shall complete all required documentation and provide in draft form. Additionally the contractor shall perform studies to assess system support requirements. All studies and analyses shall be provided as required and in accordance with appropriate schedules. The contractor shall plan, prepare, and update support planning and reporting documents for submittal to PMW 146, PEO Space Systems, OPNAV, STRATCOM NETWARCOM, NNSOC, and other program offices. in accordance; with DoD and Navy instructions and regulations to include Depot Source of Repair process activities, Business Case Analyses , manpower personnel & training analyses, human systems integration analysis, system nomenclature assignments, schedule updates, and support solution recommendations. Documents include Integrated Logistics Support Plan (ILSP), User Logistics Support Summary (ULSS), Navy Training System Plan (NTSP), Logistics Requirements Funding Summary (LRFS), Man Power Estimate Report and nomenclature requests. The contractor shall review and provide comments on updated data deliverables (CDRLs) provided by the MUOS prime contractor. Contractor shall provide input/comments to program documents/reports including: Selected Acquisition Report (SAR), Defense Acquisition Executive Summary (DAES), and Acquisition Program Baseline (APB). The contractor shall provide the results of their review in the form of comments. Work products shall be provided within the time schedule assigned by the requester. Travel is required as requested by PMW 146.

5.3 UFO/LEASAT/SKYNET

5.3.1 Program Management (O&M,N)

5.3.1.1 The contractor shall provide administrative front office support to PMW 146, which provides project management support services to assist the PMW 146 Program Manager and staff in the preparation and maintenance of 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 directed.

5.3.1.2 The contractor shall prepare and maintain PMW 146 program metrics as required. Program metrics shall be available to the Program Manager and staff within four (4) hours of a request and shall be accurate.

5.3.1.3 The contractor shall provide analyses of UFO/LEASAT data to assist PMW 146 in programmatic and business management support of UFO/LEASAT. These duties include performing data and statistical analysis of information and transforming this information into spreadsheets, graphs, pivot charts and other output within the time constraints specified by the requestor.

5.3.1.4 The contractor shall prepare draft impact statements, reclaims, and responses to inquiries for signature and release. The contractor shall develop these documents within the time required to support program of record, PEO Space Systems, SPAWAR, CNO, GAO, DOD, and other organizations' schedules. Documentation shall be prepared in accordance with impact statement, reclaims, and inquiry response standards, be free of errors, omission and mistakes and provided to the requestor in time to meet the schedules assigned by higher echelon activities.

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

5.3.1.6 The contractor shall assist in the planning and development of contracting documents using the AMAS system where applicable. All acquisition documents shall be completed within the assigned due dates. Documents include: Procurement and Modification Requests (PR/MR), Statements of Work (SOW), Statements of Objectives (SOO), and Performance Work Statements (PWS).

5.3.2 Acquisition and Production Manager Support (WP,N)

5.3.2.1 The contractor shall provide acquisition manager support for acquisition, implementation and integration efforts in support of the procurement program for UFO TT&C. The contractor shall prepare, coordinate, and assemble technical data for procurement documentation backup; deliver production progress reports, 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 delivery and scheduling. Work will be performed at contractor facilities, on-site, and during travel in support of designated activities integral to the terminal procurement for the UFO TT&C program.

5.3.2.2 The contractor shall provide inputs and data for procurement strategies and acquisition manager planning in support of the UFO TT&C procurement. The contractor shall provide project procurement plans, and technical reports to effectively support procurement tracking.

5.3.3 Business, Financial Management and Cost Estimating Support (O&M,N)

5.3.3.1 The contractor shall provide PMW 146 Business, Financial Management (BFM) and cost estimating support services to assist in the preparation and maintenance of: (1) budget submissions and execution status, (2) program planning and guidance documents, (3) earned value management, and (4) other program financial documentation as required. All tasking assigned shall be completed within the time schedule assigned by the requestor and in accordance with PEO Space Systems and PMW 146 BFM/cost estimating standards.

5.3.3.2 The contractor shall assist in the development, justification, and defense of the

UFO program budgets; development/preparation of issue papers/reclamas and responses to Naval Comptroller (NAVCOMPT), Office of the Secretary of Defense (OSD), Government Accounting Office (GAO) and congressional inquiries regarding UFO budget/financial matters. All work products produced and delivered shall be accurate, complete, and timely as determined by the requestor. Documentation shall be prepared in accordance with formats prescribed by the requestor.

5.3.3.3 The contractor shall assist in the development of annual spend plans detailing appropriations, projects, activities, development and tracking of appropriation initiation, obligation, execution, and reconciliation of funding. All work products produced and delivered shall be accurate, complete, and timely as determined by the requestor. Documentation shall be prepared in accordance with formats prescribed by the requestor and submitted no later than the assigned delivery date.

5.3.3.4 The contractor shall provide comprehensive analysis and administration of UFO financial data and assist in the planning, coordination, execution, and tracking of program funds. The contractor shall prepare and submit the required analyses as required to support the PMW 146 Program Manager.

5.3.3.5 The contractor shall have knowledge of and provide support for SPAWAR corporate financial databases (e.g., Navy ERP, IRAPS,).

5.3.3.6 The contractor shall provide expert advice and guidance to PMW 146 with respect to appropriation law for O&MN funds.

5.3.3.7 The contractor shall assist PMW 146 with the preparation/coordination of Program Objectives Memoranda (POM) and Program Reviews. The contractor shall prepare and coordinate POM/Program Reviews exhibits within the time required to support the program of record schedules. Documentation shall be prepared in accordance with the POM/PR exhibit standards and submitted in time to meet the due dates assigned by higher echelon activities.

5.3.3.8 The contractor shall assist in the preparation and maintenance of Work Breakdown Structures (WBS) and cost estimates/models. Documentation shall be prepared in accordance with WBS and cost estimates/models standards provided by the requestor and submitted within the time required to support the program of record schedules.

5.4 REMOTE SENSING PROGRAMS

5.4.1 Program and Acquisition Management Support (RDT&E)

5.4.1.1 The contractor shall provide administrative front office support, and program management support services to assist the PMW 147 Program Manager 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.

5.4.1.2 The contractor shall assist in the planning and development of all program documentation for program milestones required by DoD 5000 series/ NSSAP 03-01 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. Documents shall be technically correct, prepared in the prescribed format and be free of typographical and grammatical errors.

5.4.1.3 The contractor shall plan and prepare acquisition reporting documents submitted to PEO Space Systems, ASN (RDA), OSD, and Congress in accordance with applicable acquisition policy documents (e.g. NSSAP 03-01 DOD 5000, DOD 5000.1, DOD 5000.2, DOD 5000.2-R, SECNAVINST 5000.2C and SECNAVINST 5420.188E, SPAWAR Acquisition Program Structure Guide). Documents include Acquisition Strategy, and Acquisition Program Baseline (APB). All work products shall meet applicable formats and be completed within the time schedule assigned by the individual requestors.

5.4.1.4 In accordance with NSSAP 03-01, the contractor shall host and support as required an Independent Program Assessment (IPA) Team which will conduct an assessment of the Remote Sensing Program. The contractor shall provide all necessary documentation and facilities required by the IPA Team.

5.4.1.5 The contractor shall provide analyses of the Remote Sensing Program's data to assist PMW 147 in programmatic and business management. These tasks include use of the advanced features in Microsoft Office or other types of software to perform 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.

5.4.1.6 The contractor shall prepare draft impact statements, reclamation, and responses to inquiries for signature and release. The contractor shall develop these documents within the time required to support program of record, PEO Space Systems, SPAWAR, CNO, GAO, DOD, and other organizations' schedules. Documentation shall be prepared in accordance with impact statement, reclamation, and inquiry response guidance, be free of errors, omissions and mistakes and provided to the requestor in time to meet the schedules assigned by higher echelon activities.

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

5.4.1.8 The contractor shall assist in the planning and development of acquisition and contracting documents using the Navy ERP system where applicable. Documents include:

Procurement and Modification Requests (PR/MR), Statements of Work (SOW), Statements of Objectives (SOO), Performance Work Statements (PWS), Technical Directives (TD), Contractor Data Requirements Lists (CDRLs); summary tracking and status reports; and Procurement Change Board documentation and briefings. All acquisition documents shall be completed within the assigned due dates.

5.4.1.9 The contractor shall provide Risk Management support to the program office in accordance with the approved Risk Management Plan. The contractor shall provide a Risk Manager to help identify, update, and report all program related risk. The Contractor shall maintain the risk database, coordinate risk with the Naval Research Laboratory, US Naval Observatory, and other parties as necessary, attend weekly risk meetings and provide a monthly risk report-briefing to the Program Manager in the requested format and within the requested timeframe.

5.4.1.10 The contractor shall provide integrated master scheduling (IMS) support to the Remote Sensing Program. The IMS support shall include developing and maintaining a Remote Sensing Program IMS, reporting weekly to the PM on the status of upcoming/past events, supporting the PMW 147 staff in reviewing, analyzing, and

updating the Remote Sensing Program IMS, analyzing the USNO and NRL schedule deliverables, coordinating with the PMW 147 government leads key tasks and events. The contractor shall update all IMS within 24 hours of receiving a change, and provide accurate, up-to date schedules within 12 hours of an authorized request.

5.4.1.11 The contractor shall provide support to the program office to manage all documents and major decisions made by the program office. This support shall include establishing and maintaining a library in the program office of all documents, ensuring each document is developed in accordance with the program office policies and follows the established process for final approval, ensuring each document is correctly stored and accessible for future reference, and maintaining a database of all documents and major decisions for the program. The contractor shall properly file all documents and update the document database within 24 hours of receipt.

5.4.1.12 In accordance with DoD policies, the contractor shall host and support as required Source Selection activities in support of the Remote Sensing Program.

The contractor shall provide all necessary documentation, hardware, software, and facilities required to support the Source Selection process.

5.4.2 Business, Financial Management and Cost Estimating Support (RDT&E)

5.4.2.1 The contractor shall provide PMW 147 Business, Financial Manager (BFM) and cost estimating support services to assist in the preparation and maintenance of: (1) budget submissions and execution status, (2) program planning and guidance documents, (3) earned value management, and (4) other program financial documentation. All tasking assigned shall be completed within the time schedule assigned by the requestor and in accordance with PEO Space Systems and PMW 147 BFM/cost estimating standards.

5.4.2.2 The contractor shall assist the Program Office in the preparation of program risk (uncertainty) and sensitivity/analyses, required metrics tracking, and other cost-related reporting and documentation requirements per NSSAP 03-01, DoD Directive 5000.1, DoDI 5000.2, SECNAVINST 5000.2C, and SPAWARINST 7720.4C. This effort is to be performed annually, or at the request of the Milestone Decision Authority.

5.4.2.3 The contractor shall update CAIV plans, per DoD Directive 5000.1, NSSAP 03-01, and SPAWARINST 7720.4C, as necessary.

5.4.2.4 The contractor shall prepare economic analyses and program evaluations to support selection of cost effective alternatives for program milestones in accordance with DoD Directive 5000.1 and SPAWARINST 7720.4C.

5.4.2.5 For Build Approval Milestone decision, the Contractor shall prepare risk mitigation/management plans and associated costs in accordance with DoD Directive 5000.1 and DoDI 5000.2 and NSSAP 03-01.

5.4.2.6 The contractor shall assist programs in the preparation of Acquisition Program Baseline (APBs) per DoD Directive 5000.1 and DoDI 5000.2 at Milestones B and C and update as necessary.

5.4.2.7 The contractor shall support milestone decision planning, documentation, and reviews with higher echelon organizations, including Assistant Secretary of the Navy (ASN), the OSD Cost Analysis Improvement Group (CAIG), and other DoD-wide Cost Working Groups, as required.

5.4.2.8 The contractor shall assist PMW 147 in the development, justification, and

defense of the Remote Sensing Program budget; development/preparation of issue papers/reclamas and responses to Naval Comptroller (NAVCOMPT), Office of the Secretary of Defense (OSD), Government Accounting Office (GAO) and congressional inquiries regarding the Remote Sensing Program budget and financial matters. All work products produced and delivered shall be accurate, complete, and timely as determined by the requestor. Documentation shall be prepared in accordance with formats prescribed by the requestor.

5.4.2.9 The contractor shall assist PMW 147 in the development of annual spend plans detailing appropriations, projects, activities, development and tracking of appropriation initiation, obligation, execution, and reconciliation of funding. All work products produced and delivered shall be accurate, complete, and timely as determined by the requestor. Documentation shall be prepared in accordance with formats prescribed by the requestor and submitted no later than the assigned delivery date.

5.4.2.10 The contractor shall provide PMW 147 with comprehensive analysis and administration of the Remote Sensing Program financial data and assist in the planning, coordination, execution, and tracking of program funds. The contractor shall prepare and submit the required analyses as required to support the PMW 147 Program Manager.

5.4.2.11 The contractor shall have knowledge of and provide support for SPAWAR corporate financial databases (e.g., Navy ERP, IRAPS,).

5.4.2.12 The contractor shall provide financial documentation that adheres to fiscal law for various appropriations.

5.4.2.13 The contractor shall assist PMW 147 with the preparation/coordination of Program Objectives Memorandums (POM) and Program Reviews. The contractor shall prepare and coordinate POM/Program Review exhibits within the time required to support the program of record schedules. Documentation shall be prepared in accordance with the POM/Program Review exhibit guidance and submitted in time to meet the due dates assigned by higher echelon activities.

5.4.2.14 The contractor shall assist in the preparation and maintenance of Work Breakdown Structures (WBS) and cost estimates/models. Documentation shall be prepared in accordance with WBS and cost estimates/models guidance provided by the requestor and submitted within the time required to support the program of record schedules.

5.4.2.15 The contractor shall assist in the review and analysis of Remote Sensing Program government and contractor earned value management data and prepare summary reports on findings and recommendations. All work products shall meet applicable formats and be completed within the time schedule assigned by the individual requestors.

5.4.2.16 The contractor shall assist in the review and analysis of cost proposals prepared by the Remote Sensing Program government performers and contractors for Engineering Change Proposals (ECPs) and prepare summary reports on findings and recommendations. All work products shall meet applicable formats and be completed within the time schedule assigned by the individual requestors.

5.4.3 Logistics Management Support (RDT&E)

5.4.3.1 The contractor shall provide administrative/technical support services to assist PMW 147 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.

6.0 DELIVERABLES

6.1 The contractor shall provide monthly status reports by the 15th day of the month following the performance period. Format and other delivery requirements are provided in the Contract Data Requirements List (CDRL) in the basic contract. 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. PEO Space Systems, PMW 146, PMW 147 performance monitors will use the QAP to evaluate the Contractor's TO performance.

8.0 GOVERNMENT FURNISHED PROPERTY

The Government will provide the necessary property to those Contractor employees working at the Government's facility, including NMCI seats, desks, chairs, desk phones, copiers, printers and FAX machines for the performance of this Task Order. The Government will provide MUOS/UFO/LEASAT/ SKYNET program information for the performance of this Task Order via the Program Manager Toolbox. The Government will provide available computer hardware and software in support of Source Selection process activities.

9.0 ORGANIZATIONAL CONFLICT OF INTEREST (OCI) ACCESS TO OTHER CONTRACTOR'S PROPRIETARY DATA

To perform the tasks specified in this PWS, the Prime Contractor (or Subcontractor) will require access to other companies' proprietary data. The Contractor agrees that it will not accept nor allow its subcontractor(s) to accept proprietary data until it or its applicable subcontractor(s) (i) execute the agreement set forth in paragraph (d) of the Special Contract Requirement entitled "H-3 Organizational Conflict of Interest" incorporated in Section H of the contract and (ii) furnishes a copy of such agreement to the Contracting Officer.

10.0 PLACE OF PERFORMANCE

The contractor must provide a facility within a 5-mile radius of the National Reconnaissance Office (NRO) for the base year of this task order. This place of performance requirement is also anticipated for the first option year of this task order. The contractor shall provide the following secure storage and access-controlled spaces for Government personnel co-located in the contractor facility to facilitate PEO SS, PMW 146 and PMW 147 meetings and maintain security for PEO SS, PMW 146 and PMW 147 sensitive discussions:

- Three (3) private offices, equipped with desks, chairs, telephones, and door locks.
- A 10-15 person conference room, equipped with tables, chairs, and audio/visual equipment (e.g., VTC equipment, computers, overhead projection capability, speaker phone, white board).

- A conference room, capable of hosting foreign nationals. The conference room shall meet all requirements for hosting foreign nationals in a contractor facility and shall be accessible without entering office space areas and provide unescorted restroom access.
- Broadband internet access including network print services, copier, printers, scanners, and fax machines. An adequate number of Local Area Network (LAN) line drops in the rooms shall be provided to allow participant connectivity.

All facility requirements must be available at contract award.

11.0 SECURITY REQUIREMENTS

The contractor will be required to attend meetings at various locations classified up to the Secret level.

Note: If foreign travel is required, all outgoing Country/Theater clearance message requests shall be submitted to the SSC SD foreign travel team, OTC2, Rm 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 must also submit a Personal Protection Plan and have a Level 1 Antiterrorism/Force Protection briefing within one year of departure and a country specific briefing within 90 days of departure.

12.0 NAVY MARINE CORPS INTRANET (NMCI)

The nature of this task does not require contractors to procure NMCI seats for personnel working at the contractor site. As appropriate, the Government will provide for NMCI seats for those contractor personnel working at the Government site on a full-time basis.

13.0 BEST PRACTICES

Work performed by the contractor shall provide support to PMW and SPAWAR command-level "Best Practices" principles incorporated in the SPAWAR Program Manager's Toolkit Acquisition Support Office Guides (1) Acquisition Program Structure Guide; (2) Contract Management Process Guide; (3) Program Manager's Handbook; (4) SPAWAR Business Financial Managers Manual; (6) Scheduling Guide.

14.0 TECHNICAL POINT OF CONTACT

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