

2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 10-Dec-2014	4. REQUISITION/PURCHASE REQ. NO. V70602	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N65236	7. ADMINISTERED BY (If other than Item 6) CODE	S3101A

SPAWAR-Systems Center Lant (CHRL)  
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DCMA MUNITIONS AND SUPPORT SYSTEMS  
SPRINGFIELD  
BLDG. 1, ARDEC  
PICATINNY NJ 07806-5000

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Systems Technologies, Inc. 185 State Highway 36 West Long Branch NJ 07764		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-08-D-5613-V706 10B. DATED (SEE ITEM 13) 19-Jun-2014
CAGE CODE 0LE07	FACILITY CODE	[X]

**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)

**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.
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_ copies to the issuing office.

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

15A. NAME AND TITLE OF SIGNER (Type or print)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Elizabeth Norris, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
16B. UNITED STATES OF AMERICA BY /s/Elizabeth Norris (Signature of Contracting Officer)	16C. DATE SIGNED 10-Dec-2014

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**GENERAL INFORMATION**

The purpose of this modification is to decrease the ceiling, order is cancelled in its entirety... Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$0.00 by \$0.00 to \$0.00.

The total value of the order is hereby decreased from \$5,214,754.27 by \$5,214,754.27 to \$0.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
4000	4,508,254.27	(4,508,254.27)	0.00
6000	706,500.00	(706,500.00)	0.00

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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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
4000	R425	BASE YEAR - LABOR: DOD SATELLITE COMMUNICATIONS ENGINEERING AND TECHNICAL ANALYSIS SERVICESUPPORT (Fund Type - TBD)	1.0	LO	\$0.00	\$0.00	\$0.00
400001	R425	ACRN: AA DOC# DNSMR4N836 (Fund Type - TBD)					
4100	R425	OPTION YEAR 1 - LABOR: DOD SATELLITE COMMUNICATIONS ENGINEERING AND TECHNICAL ANALYSIS SERVICESUPPORT (Fund Type - TBD)  Option	1.0	LO	\$0.00	\$0.00	\$0.00
4200	R425	OPTION YEAR 2 - LABOR: DOD SATELLITE COMMUNICATIONS ENGINEERING AND TECHNICAL ANALYSIS SERVICESUPPORT (Fund Type - TBD)  Option	1.0	LO	\$0.00	\$0.00	\$0.00

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R425	BASE YEAR - ODCS IN SUPPORT OF CLIN 4000 (Fund Type - TBD)	1.0	LO	\$0.00
600001	R425	ACRN: AB DOCN# DNSMR4N836(Fund Type - TBD)			
6100	R425	OPTION YEAR 1 - ODCS IN SUPPORT OF CLIN 4100 (Fund Type - TBD)  Option	1.0	LO	\$0.00
6200	R425	OPTION YEAR 2 - ODCS IN SUPPORT OF CLIN 4200 (Fund Type - TBD)  Option	1.0	LO	\$0.00

### ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this order.

### LIMITATION OF LIABILITY – INCREMENTAL FUNDING

This delivery order is incrementally funded and the amount currently available for payment hereunder is limited to \$150,000.00 It is estimated that these funds will cover the cost of performance through 16 Sep 2014. Subject to the provisions of the clause entitled "Limitation of Funds" (APR 94) (FAR 52.232-22) of the general provisions of this contract, no legal liability on the part of the Government for payment in excess of \$150,000.00 shall arise unless additional funds are made available and are incorporated as a modification to the delivery order.

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CLIN	TOTAL CPFF	FUNDS THIS ACTION	PREVIOUS FUNDING	TOTAL FUNDS AVAILABLE	BALANCE UNFUNDED
	\$17,225,924.69	\$150,000.00	\$0.00	\$150,000.00	\$17,075,924.69

5252.216-9205 FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACTS) (APR 2000) (VARIATION)

(a) Types of Delivery or Task Orders.

Both level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery or task order will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting Officer. If necessary, a final decision shall be made in accordance with the FAR 52.233-1 "Disputes" clause. The Contracting Officer's determination will govern the type of order, pending an appeal pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

(b) Fixed Fee Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE BILLED FROM THE FIXED FEE POOL.

(c) Computation of Fee.

The percentage of the fee applicable to orders will be the same as the percentage of the fee established in the contract. However the total fee paid under the contract for a year of performance will not exceed the total fixed fee amount for the current year of performance.

(d) Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.

If the hours for a particular delivery or task order are insufficient to complete performance under the order, the government may elect to increase the hours by written modification. This increase in cost associated with the increase in hours will be fee bearing at the same percentage of fee established in the basic contract. If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee associated with the decrease in hours will be reduced by the percentage of fee established in the basic contract. Estimated cost will be increased/decreased as applicable.

(e) Fee on Modifications to Completion Type Delivery or Task Orders.

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation. If the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be deobligated by modification to the delivery order prior to contract closeout.

(f) Modifications to the Basic Contract.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours, such adjustments shall be made by contract modification. Any increase will be fee bearing, except cost overruns on completion type orders, at the percentage of fee established in the basic contract. The estimated cost of the contract 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 to the total estimated hours under the contract.

(g) Payment of Fee.

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The Government shall pay fixed fee to the contractor on each delivery order at the percentage rate of fee established in the basic contract 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 each applicable delivery order, unless waived. In accordance with the provisions of paragraphs (d) and (e) of this clause, 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.

(h) Closeout.

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see block 6 of the basic contract), who will process it for final payment and submit it to the paying office.

(End of clause)

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

SPACE AND NAVAL WARFARE SYSTEM CENTER, ATLANTIC FORMAT  
PERFORMANCE WORK STATEMENT (PWS)

**SHORT TITLE: DOD SATELLITE COMMUNICATIONS ENGINEERING AND  
TECHNICAL ANALYSIS SERVICES SUPPORT**

### **1.0 PLACE(S) OF PERFORMANCE**

- a. Contractor's facility (facilities)
- b. Baltimore/Washington DC/Virginia Metro Area
- c. Charleston, SC

### **2.0 REFERENCES**

All work shall be accomplished using the best commercial practices and current acceptable industry standards. In accordance with Defense Acquisition Policy changes, maximum utilization of non-Governmental standards will be made wherever practical. Where backward compatibility with existing systems is required, selected interoperability standards will be invoked. For purposes of bidding, the following documents are not exclusive; however, all contractors shall be able to meet those cited when applicable to the task order.

### **2.1 REQUIRED DOCUMENTS**

The following documents are part of this PWS and are mandatory for use. Unless otherwise specified, the document's effective date of issue is the date on the invitation for bid or request for proposal. Additional applicable documents may be included in specific task/delivery orders.

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	<b>Document Number</b>	<b>Title</b>
a.	DoD 5220.22-M	DoD Manual – National Industry Security Program Operating Manual (NISPOM)
b.	DoDD 5220.22	DoD Directive – National Industrial Security Program
c.	DoD 5200.2-R	DoD Regulation – Personnel Security Program
d.	DoDD 8500.1	DoD Directive – Information Assurance
e.	DoDI 8500.2	DoD Instruction – Information Assurance (IA) Implementation
f.	SECNAVINST 5510.30	DoN Regulation – Personnel Security Program

## 2.2 GUIDANCE DOCUMENTS

The following documents are part of this PWS and are to be used as guidance. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific task/delivery orders.

a.	<b>Document Number</b> DoDI 6205.4	<b>Title</b> Department of Defense Instruction, Immunization of Other Than U.S. Forces (OTUSF) for Biological  Warfare Defense
b.	SPAWARSYSCENLANTINST 12910.1	Deployment of Personnel and/or Contractor Employees to Specific Mission Destinations
c.		SSC LANT OCONUS Deployment Guide (see website: <a href="https://cne.spawar.navy.mil/portal/page/portal/CNE_CORP_INFO_2/OCONUS%20Deployment%20Guide">https://cne.spawar.navy.mil/portal/page/portal/CNE_CORP_INFO_2/OCONUS%20Deployment%20Guide</a> )
d.	DoDI 5200.40	DoD Information Technology Security Certification and Accreditation Process  (DITSCAP)
e.		Global Information Grid (GIG) Capstone Requirements Document (CRD), 30 August 2001 (JROCM 134-01)

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	<b>Document Number</b>	<b>Title</b>
f.	CJCSI 6250.01 series (CJCSI 6250.01C, 30 April 2007)	Satellite Communications  Joint Vision 2010, Joint Vision 2020
g.	DoD Directive 5000.1 series	The Defense Acquisition System, May 12, 2003
h.	DoD Instruction 5000.2 series	Operation of the Defense Acquisition System, December 8, 2008
i.	CJCSI 6212.01 series (CJCSI 6212.01C, 20 November 2003)	Interoperability and Supportability of Information Technology and National Security Systems
j.	COMSPAWAR M-4720.1	SPAWAR Installation Process Handbook v 3.0
k.	MIL-HDBK-881	Work Breakdown Structure (WBS) for Defense Materiel Items
l.	DI-MGMT-81334C	Contract Work Breakdown Structure (CWBS)

### 2.3 SOURCE OF DOCUMENTS

Information on obtaining copies of Federal Specifications may be obtained from General Services Administration Offices in Washington, DC, Seattle, San Francisco, Denver, Kansas City, MO., Chicago, Atlanta, New York, Boston, Dallas and Los Angeles.

Copies of military specifications may be obtained from the Commanding Officer, Naval Supply Depot, 3801 Tabor Avenue, Philadelphia, PA 19120-5099. Application for copies of other Military Documents should be addressed to Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, VA 19120-5099.

All other commercial and industrial documents can be obtained through the respective organization's website.

### 3.0 SPECIFICATIONS

Not applicable



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## 4.0 SECURITY REQUIREMENTS

### 4.1 ORGANIZATION

In addition to meeting the security requirements in contract clause C-313, the contractor shall have an operational security program in strict compliance with the National Industrial Security Program Operating Manual (DoD 5220.22-M) and SSC Atlantic security directives at time of award. Clearance is required to access and handle classified and personal personnel material, attend program meetings, and/or work within restricted areas unescorted.

### 4.2 FACILITY CLEARANCE

The contractor shall have at the time of Contract Award and prior to commencement of classified work, a SECRET facility clearance.

### 4.3 PERSONNEL

The Contractor shall conform to the provisions of DOD 5220.22M, SECNAVINST 5510.30, and the Privacy Act of 1974. The Contractor shall employ personnel that possess and can maintain appropriate security clearances at the appropriate level(s). At a minimum, the contractor shall validate that the background information provided by their employees is correct. *Cost to meet these security requirements is not directly chargeable to task order.*

All personnel performing classified work associated with this task order shall possess a SECRET clearance.

#### 4.3.1 Control of Contractor Personnel

4.3.1.1 Site Security. The contractor shall comply with site security regulations. All persons engaged in work while on Government property shall be subject to inspection of their vehicles at any time by the Government, and shall report any known or suspected security violations to the Security Department at that location. Contractor Personnel located within government spaces shall be subject to Identification and badge requirements are specified under local clause H-323

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(Contractor Picture Badge) and H-355 (Contractor Identification).

4.3.1.2 Accessing IT Systems. If contractor personnel require access to any Navy IT system or resource at SSC Atlantic (directly or indirectly), the contractor personnel assigned to the contract shall be required to obtain a Common Access Card (CAC) with Public Key Infrastructure (PKI) for access to Department of Defense facilities and websites. In addition, a hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Prior to receipt of a CAC, all contractor personnel shall be required to complete the mandatory annual IA training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract's specified Contracting Officer's Representative (COR).

#### 4.3.2 IT Position Categories

In accordance to DoDD 8500.2, SECNAVINST 5510.30, and applicable to unclassified DoD information systems, a designator shall be assigned to certain individuals that indicates the level of IT access required to execute the responsibilities of the position based on the potential for an individual assigned to the position to adversely impact DoD missions or functions. As defined in DoD 5200.2-R and SECNAVINST 5510.30, the IT Position categories include:

- IT-I (Privileged)
- IT-II (Limited Privileged)
- IT-III (Non-Privileged)

Note: The term IT Position is synonymous with the older term Automated Data Processing (ADP) Position (as used in DoD 5200.2-R, Appendix 10).

Investigative requirements for each category vary, depending on the role and whether the individual is a U.S. civilian contractor or a foreign national. The Contractor PM shall assist the Government Project Manager or COR in determining the appropriate IT Position Category assignment for all contractor personnel. All required SSBI, SSBI Periodic Reinvestigation (SSBI-PR), and National Agency Check (NAC) adjudication shall be performed in accordance with DoDD 8500.2 and SECNAVINST 5510.30. IT Position Categories shall be determined based on the following criteria:

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4.3.2.1 IT-I Level (Privileged) - Positions in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software; or, can access a system during the operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudicated SSBI or SSBI-PR. The SSBI or SSBI-PR shall be updated a minimum of every 5 years.

4.3.2.2 IT-II Level (Limited Privileged) - Positions in which the incumbent is responsible for the-direction, planning, design, operation, or maintenance of a computer system, and whose work is technically reviewed by a higher authority at the IT-II Position level to insure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position require a favorably adjudicated NAC.

4.3.2.3 IT-III Level (Non-privileged) - All other positions involved in computer activities. Incumbent in this position has non-privileged access to one or more DoD information systems/applications or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation require a favorably adjudicated NAC.

#### 4.3.3 Security Training

The contractor shall educate employees on the procedures for the handling and production of classified material and documents, and other security measures as described in the PWS in accordance with DoD 5220.22M.

#### 4.3.4 Disclosure of Information

Contractor employees shall not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized Government and contractor personnel who have a "need to know". Any information or documentation developed by the contractor under direction of the government shall not be used for other purposes without the consent of the government KO.

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#### 4.3.5 Visit Request

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Contractor's request for visit authorization shall be submitted to the COR and in accordance with DoD Manual 5220.22M, Industrial Security Manual for Safeguarding Classified Information not later than one (1) week prior to visit. For visitation to SSC Atlantic, Charleston, SC, a visit request shall be forwarded via Space and Naval Warfare Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office, for certification of need to know by the specified COR. For visitation to all other govt. locations, COR shall be notified. Visit Request documentation shall be forwarded directly to the on-site facility's security office and via /copy shall be forwarded to the COR.

#### 4.4 DATA HANDLING AND USER CONTROLS

##### 4.4.1 Data Handling

At a minimum, the contractor shall handle all data received or generated under this contract as For Official Use Only (FOUO) material. Any classified information received or generated shall be handled in accordance with the attached DD Form 254 and in shall be in compliance with all applicable PWS references and to other applicable Government policies and procedures that include DOD/DISA/Navy/SSC Atlantic.

##### 4.4.2 Effective Use of Controls

The contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc) at all times to protect contract related information processed, stored or transmitted on the contractor's and Government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. This includes ensuring that provisions are in place that will safeguard all aspects of information operations pertaining to this contract in compliance with all applicable PWS references.

#### 5.0 COR DESIGNATION

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The COR for this task order is Pamela Swiderski, Code 55200 who can be reached at phone (757) 541-6641; e-mail: pamela.swiderski@navy.mil.

## **6.0 DESCRIPTION OF WORK**

### **6.1 BACKGROUND**

SSC Atlantic in support of and tasked by the DoD ACAT I Teleport program, is responsible for providing subject matter expert support to various satellite communications systems in the U.S. Navy, other DoD organizations, and non-DoD customers. In support of DISA PEO STS, and DoD TPO, SSC Atlantic is responsible for providing program management, financial management, technical analysis, systems engineering, information assurance, integration, implementation, test, and logistics support to the TPO. The DoD Teleport system provides warfighting combatant commanders with extended multi-band and multi-media satellite communications capability and seamless access to terrestrial components of the Defense Information Systems Network (DISN) and Legacy C4I systems for worldwide operations. The DoD Teleport system is being implemented in multiple phases known as generations. The DISA TPO functions as the Executive Agent (EA) to develop plans and procedures to design, integrate, and oversee the development and implementation of the DoD Teleport system. SSC Atlantic is the engineering and procurement lead to the TPO for the following DoD Teleport system components: SHF, AEHF, EHF, M&C, Ultra High Frequency (UHF), Mobile User Objective System (MUOS), and Baseband.

SSC Atlantic in support of and tasked by Missile Defense Agency (MDA), is responsible for providing technical analysis, engineering, implementation and integration support to manage and coordinate assigned AEHF Satellite Communications end-to-end (E2E) activities related to DoD Teleport and Gateway capabilities.

In support of and tasked by the DISA Global Information Grid (GIG) Enterprise Services Engineering Directorate (GE), SSC Atlantic is responsible for providing program management, technical analysis, and engineering support to manage and coordinate assigned Narrowband Satellite Communications end-to-end (E2E) activities.

In support of and tasked by the DISA SATCOM Gateway Architecture Office, SSC Atlantic is responsible for providing program management, financial management, operational support,

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systems engineering, test and evaluation, technical assistance and configuration management support to manage and coordinate assigned Gateway Architecture activities.

SSC Atlantic in support of and tasked by the ORS, is responsible for providing systems engineering, test and evaluation, technical assistance, information assurance and configuration management support to manage and coordinate assigned ORS activities.

## **6.2 SCOPE**

The objective of this performance work statement (PWS) is to obtain a full range of technical and analytical support required to assist SSC Atlantic Joint SATCOM IPT in fulfilling its duties and responsibilities related to the DoD TPO, DISA-GE, PEO C4I, MDA, and additional agency/activities that support the current Enterprise Gateway Architectures, DoD Teleport system and Navy SATCOM capabilities, ORS capabilities. The contractor team will assist SSC Atlantic in exploring and analyzing engineering alternatives for execution of its responsibilities related to various joint acquisition category I, II and III programs of record. This shall include providing engineering activities associated with development, technical analysis, systems engineering, information assurance, integration, implementation, test, and logistics support to SSC Atlantic for DoD SATCOM capabilities. The range of technical and analytical support includes: Interoperability Assessment and Engineering, Design Engineering, Security Engineering, Facility Engineering, Configuration Management, Sustainment Assessment, Technical Assistance, Integration and Implementation, Technical Insertion, and Training Support Service.

This support will include attendance at program reviews, meetings, program implementation and review of applicable acquisition documentation.

## **6.3 DEFINITIONS**

Not applicable

## **6.4 OBJECTIVES**

The following paragraphs list all support tasks that shall be required throughout the contract life. The contractor shall provide necessary resources and knowledge to support the listed tasks. The

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contractor shall complete all required tasks while controlling and tracking performance and goals in terms of costs, schedules, and resources.

#### 6.4.1 TELEPORT AND GATEWAY ARCHITECTURE TECHNICAL SYSTEMS AND COMPONENT INTEGRATION

##### 6.4.1.1 Teleport and Gateway Architecture Systems Engineering and Integration Support

The contractor shall provide technical system engineering support to SSC Atlantic for implementation and systems integration of the DoD Teleport systems. This includes development and review of systems architectures, white papers, trade studies; systems design issue papers, acquisition design documentation, technical and system specifications, implementation plans, and site integration requirements as they relate to each generation of the DoD Teleport system. The contractor shall participate in authorized briefings, meetings, System Engineering Working Group meetings, Systems Design Working Integrated Product Team (WIPT) meetings, various WIPTs and conferences to include: Wideband Global SATCOM (WGS) System, MUOS, AEHF, DISN Transition, Commercial SATCOM Gateway Operations (CSGO) and Contingency and Exercise (CONEX) Working Group meetings. The contractor shall prepare technical inputs to presentation material and technical information to support any milestone related design reviews. The contractor shall provide technical expertise to support SSC Atlantic engineering efforts for Teleport systems/component engineering, integration for selected system functions and communications components/systems to be deployed in the DoD Teleport system. The contractor shall be required to interpret DoD 5000 instructions and analyze joint acquisition documentation, to include C4ISR concepts of operation, Capability Development Document (CDD)/Capability Production Documents (CPD) requirements, C4ISR analysis of alternatives, studies and supporting documentation that could potentially impact the DoD Teleport system. Systems engineering supported shall include: Satellite Communications Systems in military and commercial frequency bands, multiplexing, switching, patching, baseband, cryptologic, and routing systems. The contractor shall identify any operational seam issues between the programs of record tangential to the DoD Teleport system. The contractor shall support other areas of Teleport engineering including; testing, information assurance, concepts of operations, and management and control. The contractor shall provide technical representation at SSC Atlantic authorized Teleport system related meetings in order to assess potential impact to Teleport engineering and end-to-end systems level integration. The contractor shall develop detailed reports of all meetings activities.

##### 6.4.1.2 Teleport and Gateway Architecture Technical Internet Protocol (IP) Support

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The contractor shall provide technical expertise support to SSC Atlantic engineering efforts related to joint IP systems. This support shall include: each Teleport generation including converged IP management and control system engineering and implementation support, IP testing, configuration baseline testing, and service specific design requirements. This engineering, analysis and integration support shall be applicable in; laboratory and field environments. It shall include the activities related to logistics engineering, specialty engineering disciplines, and their integration into the overall design and development process at the end-to-end system integration level. It is inclusive of logistics design interface, survivability, vulnerability, human engineering, safety and security engineering. The contractor shall attend Teleport related conferences and meetings in order to assess potential impact to Teleport engineering and end-to-end systems level integration.

#### 6.4.1.3 Teleport and Gateway Architecture Technical Information Assurance (IA)

##### Support

The contractor shall provide technical expertise support to SSC Atlantic for Teleport Certification & Accreditation (C&A) and System Security Authorization Agreement (SSAA) development and updates in accordance with DoDI 5200.40, DoD Information Assurance Certification and Accreditation Process (DIACAP). The contractor shall support SSC Atlantic in the development and update of documentation in support of the DIACAP process for each phase of each Teleport generation implementation. The contractor shall perform system security engineering analysis related to the integration and implementation of the Teleport systems including applicable interfaces (SATCOM, Management and Control System, baseband, DISN interfaces). The contractor shall review Teleport system hardware and software design and architecture documentation and prepare materials addressing security technical issues. The contractor shall support DIACAP integrated product integrity analysis, development of security test plans, procedures, test reports, and security assessments. Additionally, the contractor shall prepare and perform Certification Test & Evaluation (CT&E) and Security Test & Evaluation (ST&E) plans and procedures in the Teleport integration test facility or operational site. This also includes preparation of Teleport site technical accreditation packages to include an updated SSAA, applicable security test reports, and security risk assessments. The contractor shall assist in preparing and reviewing for technical accuracy all C&A reports in appropriate formats for Designated Approving Authority (DAA). The contractor shall provide technical support for Site Security Certification at each Teleport installation, to identify and assess site-specific C&A technical requirements. The contractor shall provide advice to site personnel on what is required for Site Certification and will recommend changes to create each Teleport Site-specific SSAA from the Teleport Type SSAA. For all Teleport systems the contractor shall provide technical support for IAVM analysis and tracking to include creating and updating a Plan of Actions and Milestones (POA&M). The contractor shall provide IAVM status input into the Teleport



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Vulnerability Management System (VMS). The contractor shall provide monitoring, reporting and data maintenance of the Teleport VMS.

#### 6.4.2 TELEPORT AND GATEWAY ARCHTECTURE ANALYTIC SUPPORT

##### 6.4.2.1 Facility Engineering

The contractor shall review and analyze the engineering and programmatic documentation related to the fielding of systems and software, including site survey; planning; installation, checkout, and test; and cutover documentation for the purpose of ensuring that these actions are conducted in the best interests of the Government. The contractor shall, as directed, conduct site surveys, perform facility engineering analyses, and prepare facility engineering documentation for assigned elements. The results of each action shall be documented in a technical report that details the analyses conducted and provides recommendations to correct each identified deficiency.

##### 6.4.2.2 Teleport and Gateway Architecture Logistics Analysis Support

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The contractor shall provide expertise logistics support to SSC Atlantic to include coordinating Teleport logistics issues with other DoD activities, insure that the Teleport system equipment is registered as a user within the respective service supply systems and or the Defense Supply System, and providing for Unit Identification (UID) marking of all newly procured equipment using a common method for Teleport equipment. The contractor shall participate in various WIPTs including Integrated Logistics Support (ILS) technical interchange meetings, provide internal and external program logistics inputs, brief status of logistic updates, review and comment on appropriate logistics documentation to include Joint Integrated Logistics Support Plan (JILSP) and Program Support Plan (PSP), develop/update logistics support plan for the cognizant equipment as required, provide/update users guides, provide training documentation and review training requirements. The contractor shall provide logistics support to SSC Atlantic in maintaining Help Desk support to the Teleport system.

#### 6.4.3 EXTREMELY HIGH FREQUENCY (EHF), ADVANCED EHF (AEHF),

BALLISTIC MISSILE DEFENSE TELEPORT GATEWAY (BTG), AND EPS ENHANCED POLAR GATEWAY (EPS) SUPPORT

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EHF, AEHF, and EPS are Protected Satellite Communications Systems. Each of these systems also is composed of various Baseband and Network components required for full communications connectivity end-to-end from warfighter-to-warfighter or other DoD component. BTG is a system that is fully integrated with these SATCOM systems as well as other frequency spectrum components. EPS, EHF, and AEHF and BTG systems are integrated at joint and non-joint service locations throughout the world.

#### 6.4.3.1 Systems Engineering and Integration Support

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The contractor shall perform EHF, AEHF (NMT), BMD, and EPS system integrations as designed by SSC Atlantic. The integrations shall be done in accordance with all design drawings approved for use by SSC Atlantic. The integrations will be in support of Teleport DISA, Missile Defense Agency and AFSPC, SPO and/or other DOD agencies requiring similar communications systems integration.

The contractor shall provide system engineering throughout the life-cycle of SSC Atlantic relevant equipment (hardware and software) and equipment interfacing with SSC Atlantic relevant equipment. The contractor shall provide engineering support (including on site and distance support), help desk support, and track and respond to technical feedback reports. The contractor shall provide support for tracking of equipment failures, CASREP and REMEDY outcomes, operator errors, and other trends that may necessitate the need for training material upgrades, additional on-hands training, or equipment replacements or upgrades. The contractor shall perform material handling, packaging, and transportation. The contractor shall support and advise SSC Atlantic on risk management throughout the life-cycle of SSC Atlantic relevant equipment (hardware and software). The contractor shall provide support readiness analysis, product development and systems planning of SSC Atlantic relevant equipment (hardware and software). The contractor shall support PITCO Testing of systems prior to integrations.

##### 6.4.3.1.1 Design Packages

The contractor shall develop design packages using information obtained from SSC Atlantic, other Government agencies, manufacturers, documentation research, site surveys, and all other available sources. The design packages shall consist of, but shall not be limited to, the following drawings:

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Arrangement drawings which detail the location of all equipment and components in a system or subsystem. Arrangements shall be designed to maximize human engineering factors and work study techniques within the constraints imposed by the applicable configuration baseline drawings. Elevations shall be included as part of an arrangement drawing whenever required to define a location or facilitate the alteration;

Cabling diagrams which define the cable type and number, EMI classification, and the mating connectors and backshells;

Elementary wiring diagrams or cabling running sheets which defines the pin-to-pin hook-up required to construct and test interconnecting cables. Elementary wiring diagrams, if prepared, shall be included in the cabling diagram;

Power drawings as required to alter electrical/electronic equipment/systems;

Foundation drawings providing fabrication and alteration details for the alteration of electrical/electronic equipment;

Fabrication and assembly drawings which provide details for the fabrication of components to support equipment and system alteration (e.g. rack adapters, switches, junction boxes, mounts, assembly details, and instructions);

Rip-out drawings to depict removal of equipment, materials, or other structures preventing the alteration of electrical/electronic equipment/systems; and,

Cable routing diagrams which provide cable placement specifications in accordance with the necessary isolation requirements and applicable guidance.

The contractor shall prepare as-built plans/drawings as required. The original design packages shall be revised to reflect the as-built conditions as shown on the red-line mark-ups, as approved

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by SSC Atlantic, and provided by the alteration team leader.

#### 6.4.3.1.2 Design Performance

Site Survey Reports, drawings, data, and other work elements shall be completely and thoroughly checked and reviewed by the contractor for technical accuracy, completeness, and compliance with all applicable specifications and standards to the extent that correction of obvious errors and omissions will not be necessary.

All drawings developed by the contractor shall represent a practical engineering solution based on the best trade-off between total cost, reliability, maintainability, availability of material, available labor skill and industrial capability, state of the art technology, and timely accomplishment of the task. Maximum utilization of existing "Class" drawings, Navy and Generally Acceptable Industrial Drawing Standards will be made. Redrawing or tracing, in whole or in part, of existing Class or Standard Drawings will not be permitted, unless specifically authorized in the writing by the COR.

The contractor shall deliver engineering drawings in the most current version of AUTOCAD. Cable running sheets shall be done using Microsoft Excel. The contractor shall provide all computer Automated Data Processing (ADP) equipment necessary to support this effort.

#### 6.4.3.1.3 Facility Engineering

The contractor shall review and analyze the engineering and programmatic documentation related to the fielding of systems and software, including site survey; planning; installation, checkout, and test; and cutover documentation for the purpose of ensuring that these actions are conducted in the best interests of the Government. The contractor shall, as directed, conduct site surveys, perform facility engineering analyses, and prepare facility engineering documentation for assigned elements. The results of each action shall be documented in a technical report that details the analyses conducted and provides recommendations to correct each identified deficiency.

#### 6.4.3.2 Technical Analysis and Assistance

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#### 6.4.3.2.1 Field Engineering and Technical Assistance

The contractor shall conduct field engineering actions including transition of equipment from developers to the Government, assistance with maintaining equipment in an operational state, property and project book management, documentation, redistribution/cascade of materiel transfers, publications, and developing and maintaining a fielding database. The contractor shall be responsible for pre-fielding, fielding, post fielding, disposal, and field engineering activities.

#### 6.4.3.2.2 Engineering Change (EC) and Field Change (FC) Kit Manufacture

The contractor shall manufacture EC and FC kits to support SSC Atlantic projects. Kits should contain all materials necessary to complete a project. Kits shall meet criteria for alteration and be capable of passing through all shipboard accesses. Contractor shall procure/obtain all material necessary for the kit. The contractor shall assemble the kit to include equipment mounting adapters, prefabrication of cables, connectors, and/or harnesses (assembly to take place at the contractor's facility). The contractor shall perform a Quality Assurance (QA) inspection of the assembled kit to verify compliance with the alteration design package specifications prior to packaging for shipment. The contractor shall package kit for shipment and include item identification and marking in accordance with the alteration design package list of material. The contractor shall provide an inventory list of items included in the kit.

#### 6.4.3.2.3 Modification and Conversion

The contractor shall accomplish modifications and conversions on equipment/systems as designated by SSC Atlantic. Work shall be performed in accordance with Field Change (F/C) Notices, Engineering Changes (ECs) and other guidance that may be provided by SSC Atlantic.

#### 6.4.3.2.4 Technical Management and Administrative Support Services

The contractor shall provide support to the Project Management Office (PMO) to include forward project support and providing assistance for budget and finance, plans and programs, and preparing coordinated inputs for Milestone Decision Reviews (MDRs). The contractor shall provide technical support by coordinating technical documents, requirements, training equipment, and documentation. The contractor shall provide technical support for new programs requiring detailed acquisition cycle planning and execution. The contractor's technical support

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shall not include any acquisition planning or decision function that would be considered to be an inherent Governmental function.

### 6.4.3.3 Test and Evaluation Support

#### 6.4.3.3.1 Test and Evaluation

The contractor shall conduct evaluations and developmental, operational, and acceptance tests of information systems or networks, subsystems, or equipment. Tests shall be performed in the contractor's plant, at the site of installation, or other locations.

The contractor shall provide test and evaluation services, test equipment and facilities, and data. Tests shall be performed in the contractor's plant, at the site of installation, or other locations.

The contractor shall ensure that all hardware, software, test equipment, instrumentation, supplies, facilities, and personnel are available and in place to conduct or support each scheduled test.

The contractor shall develop test plans, evaluation plans, test reports, evaluation reports, quality assurance and or quality control standards, pamphlets and handbooks. The developmental test and evaluation plans shall document the steps necessary to measure or evaluate whether the system, subsystem, software or equipment under test satisfies user requirements, performs as advertised, and or meets applicable standards. The developmental test and evaluation reports shall record the results of the measurements or evaluations.

The Contractor shall perform fault isolation on equipment/systems as designated by SSC Atlantic. Faults discovered, and corrective action taken shall be documented and conveyed to the SSC Atlantic project manager.

Testing may include:

- (1) Hardware and software component testing.
- (2) Subsystem and system level development testing.
- (3) System compatibility testing.

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- (4) Acceptance testing.
- (5) Functional testing.
- (6) Integration and verification testing.
- (7) Field-testing and evaluation.
- (8) Environmental tests and stress screening.
- (9) Reliability and maintainability analysis and testing.
- (10) Transportability analysis and testing.

#### 6.4.3.3.2 Deploying Group System Integration Testing (DG-SIT)

The contractor shall be required to provide DG-SIT support. This support shall consist of documenting communications and networking deficiencies and providing training and operator assistance. The contractor shall provide personnel capable of analyzing system problems and implementing corrective actions. This capability could require system knowledge not available in technical publications. This capability may be required on any SSC Atlantic cognizant electrical/electronic equipment/systems. Since this work may occur, the technician(s) assigned must be capable of providing required services without technical assistance from SSC Atlantic or the Contractor's support facility.

#### 6.4.3.4 Logistics Support

##### 6.4.3.4.1 System Operation Verification Test (SOVT) Procedures

The contractor shall conduct SOVT testing for specific equipment/system alterations as designated by SSC Atlantic. The contractor shall conduct testing in accordance with SOVT procedures prepared by the contractor or provided by SSC Atlantic which will fully verify the satisfactory alteration of shore AEHF/EHF or other communication systems. System post-alteration checks shall be specified to ensure proper operation of all new, modified, and existing equipment/systems affected by the alteration. Serial numbers of all new equipment shall be listed. Sign-off sheets shall be provided to document the results of each test, persons conducting the test, dates of testing, test witnesses, and remarks. The contractor shall document and bring to the attention of the SSC Atlantic project manager all discrepancies. The contractor shall correct all deficiencies discovered, and a fully certified and operational system shall be

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turned over to the receiving activity. The SOVT procedures shall include an equipment/system acceptance list to be signed by the user activity's representative. These procedures shall be approved by SSC Atlantic prior to use.

#### 6.4.3.4.2 Grooms

The contractor shall be required to provide site EHF and AEHF system grooms. This includes identifying and correcting any system or equipment deficiencies. The contractor shall provide personnel capable of analyzing system problems and implementing corrective actions. The capability could require system knowledge not available in technical publications. Technical assistance may be required on any SSC Atlantic cognizant electrical/electronic equipment/systems.

#### 6.4.3.4.3 In-Service Engineering Agent (ISEA) Support

The contractor shall provide ISEA support for electrical/electronic systems and equipment shall consist of, but not necessarily be limited to the tasks described herein. The contractors shall maintain and update maintenance concepts, tasks, and criteria for all levels of maintenance during the equipment/ system life cycle. The contractor shall maintain documentation (equipment technical manuals, Integrated Electronic Technical Manuals, repair standards, drawings, specifications, test procedures), Planned Maintenance System (PMS), Integrated Logistic Support (ILS), Allowance Parts List, and, Coordinated Shipboard Allowance List for technical accuracy and adequacy. The contractor shall maintain and update maintenance inspection criteria and procedures for repair and overhaul of systems and equipment; assist in design reviews; and, evaluate and validate maintenance actions and its frequency including PMS and technical feedback reports. The contractor shall provide and administer warranty management support.

The contractor shall perform configuration management of hardware and software, maintain Item Unique Identification (IUID)/ Unique Identification Identifier coding for equipment including using bar-coding/ Radio Frequency Identification tags. The Contractor shall support program use of an approved marking identification system or Unique Identifier (UID), and register UIDs.

The contractor shall track obsolescence management, including using Diminishing Manufacturing Sources and Material Shortages. The contractor shall input/update information into the Configuration Data Managers' Database-Open Architecture and ICAPS databases. The contractor shall maintain a technical document library & repository at SSC Atlantic.



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The contractor shall manage On Board Repair Parts including management, tracking, and installing IAVA updates and software patches. The contractor shall restore, repair, and overhaul specific equipment/systems as designated by SSC Atlantic. All equipment/systems shall be repaired, overhauled, or restored to operate within the parameters/specifications of the original manufacturer.

The contractor shall modify and convert equipment/systems as designated by SSC Atlantic. Work shall be performed in accordance with F/C notices, EC proposals, and other guidance that may be provided by SSC Atlantic.

#### 6.4.3.4.4 Integrated Logistics Support

The Contractor shall provide Integrated Logistics Support (ILS) services and data in all areas of Life Cycle Management (LCM) and product improvements from program conception to fielding and deployment. The contractor shall develop Standard Operating Procedures (SOPs) for life cycle support of installed systems; maintain a database for logistical support for assigned projects; advise the PM on capabilities and functions of the project logistics environment; analyze and integrate program, financial, technical, and procurement information to meet fielding and deployment schedules and the operational needs of specialized users; analyze annual costs and develop reports that justify present and future funding needs; facilitate repair and return between customer and vendors; and maintain spare equipment.

The Contractor shall provide support to integrate all the logistics elements in the equipment acquisition process, to include maintenance, training, Manpower and Personnel Integration (MANPRINT); technology insertion; supply support; test equipment; training and training devices; technical data; system computer resources; packaging-handling-storage; transportation and transportability analysis; and standardization. The ILS support may include analysis, review, and monitoring of the ILS for the program.

The Contractor shall perform Operation and Maintenance (O&M) Planning. The Contractor shall analyze concept of operations, maintenance procedures, and outage reporting procedures and issues affecting systems, equipment and repair parts. Maintenance Planning includes development of a maintenance concept by developing a Maintenance Allocation Chart, conducting maintenance studies, such as tools and TMDE analysis and maintenance task analysis. Maintenance Planning is accomplished so that it is integrated with other various facets of support, such as personnel support.

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The Contractor shall provide any or all of the following publications; systems level operations and maintenance Technical Manual (TM), quick reference guide, and electronic formatted manuals to include, Electronic Technical Manual (ETM), Interactive Electronic Technical Manual (IETM), Computer Based Training (CBT), Computer Based Interactive Training (CBIT), Modification Work Orders, Field or Technical Bulletins, Repair Parts and Special Tools, TMs, Provisioning Parts Lists, and other such items.

The Contractor shall review, develop, and/or modify/update and submit logistics support publications. Such publications may include Supportability Strategy, Integrated Support Plans (ISPs), Technical Orders, TMs, work specifications, Lubrication Orders, Interactive Electronic Technical Manuals, Repair Parts and Special Tools Lists (RPSTLs), Provisioning Parts Lists, Screening Data, Modification Work Orders, Maintenance Allocation Charts, Support Equipment Selection Data (SESD), and Material Fielding Plans. The contractor shall provide services in the Customer Assistance and Technical Program Support areas.

The Contractor shall monitor the Government equipment and property to include associated vendor and terms of the warranty, and provide with the equipment delivery.

The Contractor shall provide all equipment/material transportation to and from work sites including transportation of GFM and GFE. Prior to shipment, all items shall be packaged in such a manner to assure safe delivery. The Contractor shall keep inventory control records of all equipment/material transported and develop logistics status reports as specified by SSC Atlantic.

#### 6.4.3.4.5 Operator and Maintainer Training

The contractor shall generate training curriculum in accordance with guidance provided by SSC Atlantic. These will generally be in the form of presentations, tech manuals, users guides, training manuals, and Computer Based Training (CBT). All training events will include classroom training at the required locations. After all training is completed at a site, the contractor shall provide a detailed training report, to SSC Atlantic, including a training proficiency report survey done at the trained site locations, a list of trained personnel and details on actual training conducted.

### 6.4.4 OPERATIONALLY RESPONSIVE IN SPACE (ORS) TECHNICAL ENGINEERING SUPPORT

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#### 6.4.4.1 Operationally Responsive in Space (ORS) Engineering and Integration Support

The contractor shall provide technical system engineering support for systems integration of Operationally Responsive in Space (ORS) capabilities. This includes development and review of candidate systems architectures, white papers, trade studies, systems design issue papers, systems engineering plans, system and segment specifications as they relate to the ORS systems architectures. The contractor shall participate in authorized briefings, seminars, planning meetings, System Engineering Working Group meetings, Systems Design Working Integrated Product Team (WIPT) meetings, Test, and various WIPTs as required. The contractor shall provide technical representation at SSC Atlantic authorized ORS related meetings. The contractor shall support other areas of ORS engineering including: research, development, test and evaluation engineering services to the SSC Atlantic team. Engineering services include: systems design, integration, testing and evaluation, integration and implementation support. Specific support activities include: review of system hardware and software design and architecture documentation and prepare materials addressing security technical issues. The contractor shall perform DIACAP integrated product integrity analysis, development of security test plans, procedures, test reports, and security assessments. The contractor shall provide assistance in the review and comment of the initial system layout and system training plans for all installation sites.

#### 6.4.5 PROGRAM MANAGEMENT

##### 6.4.5.1 Contract Liaison

The contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work closely with the government Contracting Officer and the Contracting Officer's Representative (COR). The PM shall be ultimately responsible for ensuring that the contractor's performance meets all government contracting requirements within cost and schedule. PM shall have the requisite authority for full control over all company resources necessary for contract performance. The PM shall have authority to approve task order modification proposals in emergent situations. Responsibilities shall also include, but not be limited to, the following: personnel management; management of government material and assets; and personnel and facility security. In support of open communication, the contractor shall have, unless otherwise directed, monthly meetings with the COR and periodic reviews with each applicable government Project Engineer when requested.

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#### 6.4.5.2 Program Support

Some effort shall require a contractor to work closely with the government project manager and support the needs of the program at the sponsor level. Coordination of meetings, preparing budget drills, developing agenda items, attending at high-level meetings, developing presentation material, generating minutes, and tracking action items will be required. Other support may require a contractor to recommend policies, doctrine, tactics, and procedures at the Federal, State, and Local level given their past expert opinion or using analysis of actual outcomes. Program support may require significant coordination and interface with various DoD and non-DoD activities located in and out of CONUS.

##### 6.4.5.2.1 Program Support Documentation

The PM shall be responsible for ensuring that all program management contract deliverables are tracked and submitted on time throughout the life of contract. Contractor shall submit a Cost and Schedule Milestone Plan (CDRL A007) for government review and approval 10 days after contract award. Program support documentation shall include:

###### 6.4.5.2.1.1 Over Target Baseline (OTB) or Restructure

The contractor may conclude that the baseline no longer represents a realistic plan in terms of budget or schedule execution. In the event the contractor determines an over target baseline (OTB) or restructuring action is necessary, the contractor will notify the government immediately and obtain PM approval prior to implementing an OTB or restructuring action. The request should also include detailed implementation procedures as well as an implementation timeframe and be provided a minimum of fourteen (14) days prior to the desired implementation date. The contractor shall not implement the OTB or restructuring prior to receiving written approval from the program manager.

###### 6.4.5.2.1.2 Contract Work Breakdown Structure (CWBS)

The contractor shall develop and maintain the Contract Work Breakdown Structure (CWBS) (CDRL A002). The contractor shall extend the CWBS down to the appropriate level required to

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provide adequate internal management, surveillance, and performance measurement, regardless of the reporting level stipulated in the contract for government visibility. The contractor shall use the CWBS as the primary framework for contract planning, budgeting, and reporting of the cost, scheduling, and technical performance status to notify the government. The contractor shall analyze the system requirements specified in the PWS and system specification and translate it into a structure representing the products and services that comprise the entire work effort commensurate with the acquisition phase and contract requirements. The contractor shall update the CWBS during the execution of the contract. Changes to the CWBS or associated definitions, at any reporting level will require approval of the government. The CWBS should conform to these references:

<b>Applicable Document</b>	<b>Title and Tailored Application</b>
MIL-HDBK-881	Work Breakdown Structure (WBS) for Defense Materiel Items
DI-MGMT-81334C	Contract Work Breakdown Structure (CWBS)

#### 6.4.5.2.1.3 Program Management Documentation and Requirements (CDRL A002)

Program documentation includes:

- a. Conference agendas
- b. Meeting minutes
- c. Presentation material
- d. Cost estimates
- e. Monthly status reports
- f. Trip reports

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#### 6.4.5.3 Contract Administration

During urgent situations, the contractor shall have processes established in order to provide all

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necessary resources and documentation any time during the day in order to facilitate a timely task order (TO) award or modification. The contractor shall be responsible for providing any required support documentation in a timely manner so as to not disrupt the contract award process. Contractor shall submit CPARS Draft Approval (CDAD) (CDRL A008) monthly to COR for review and approval. To address urgent requirements, the contractor shall have processes established in order to provide all necessary documentation and resources any time during the day in order to facilitate a timely Task Order (TO) award or modification.

#### 6.4.5.3.1 Contract Administration Documentation

Various types of contract administration documents are required throughout the life of the contract. At a minimum, the contractor shall provide the following documentation:

##### 6.4.5.3.1.1 Contract and Task Order Status Report

Task Order Status Report (CDRL A003) shall be developed and submitted monthly to the COR and the SSC Atlantic technical point of contact. The prime shall be responsible for collecting, integrating, and reporting all subcontractor reports.

(a) Monthly, TO – A monthly TO status report shall be provided to the applicable government Project Engineer and COR. Commencing one full month after the TO award date, TO status reports shall be posted no later than the 10<sup>th</sup> of each month. For every active task, the monthly progress report shall include, as a minimum, the following items and data:

1. TO Number & Title
2. Period of performance
3. Period of reporting
4. The Not-to-Exceed TO amount and the funds received to date balance
5. List all TO ACRN level Modifications, date of modification, sentence summary, and if applicable, list the total modification funding amount
6. List total labor hours expended (current and cumulative) per company
7. List total labor cost (current and cumulative) per company

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8. List total Other Direct Costs (ODCs) expended (current and cumulative) per company
9. List total Travel expended (current and cumulative) per company
10. List total Material expended (current and cumulative) per company
11. List total Fee expended (current and cumulative) per company
12. List total TO ceiling amounts: labor hours, costs, fee, and total NTE
13. List total remaining TO ceiling amounts: labor hours, costs, fee, and total NTE
14. List quantity of hours charged per employee (current and cumulative)
15. List of all companies that have charged to the TO (by ACRN), the company's charging period, and the cost, the total number of hours charged (current and cumulative)
16. Estimated total cost to complete; noting shortages or overages
17. Identification when obligated costs have exceeded 75% of the amount authorized (Note: Identifying cost overruns in the monthly status reports does not preclude a Contractor from the 75% notification requirement in clause H-344 or for immediate notification to the government when all funds have been expended prior to work being completed on a task order)
18. Summary of work performed (includes meeting specified milestones and action items; identification of new problems areas including technical issues, cost increases or schedules slippage; status of previously identified problems; listing of all CDRL ordered and status of deliverables; effort to be completed during next reported period)

(b) Data Calls – As required, a status report shall be emailed to the COR within six working hours of the request. All information provided shall be the most current. Cost and funding data shall reflect real-time balances. Report shall account for all planned, obligated, and expended charges and hours. The report shall include, as a minimum, the following items and data:

1. Percentage of work completed (by task order ACRN level)
2. Percentage of funds expended (by task order ACRN level)
  3. Updates to the POA&M and narratives to explain any variances
  4. List of personnel (by location, security clearance, quantity)

#### 6.4.5.3.1.2 Task Order Closeout Report

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The Task Order (TO) shall require a closeout report (CDRL A004), which is due no later than 30 days after the TO completion date. The Report shall be submitted electronically as an e-mail attachment; hard copies are required only upon request. Government compatible Microsoft® Office Package software shall be used and the form shall be easy to follow. The report shall include, as a minimum, the following information:

- (a) Financial data – Breakdown of all costs (labor, travel, material, fee) per invoice, all key personnel that were utilized/charged on the job, specify all work yet to be charged, all remaining funds, and balances available, if any, for return (de-obligation), etc. The remaining funds shall be identified at the LOA level.
  
- (b) Deliverable status -- Percentage job complete, any outstanding issues, CDRL status, list of any items/services under workmanship/manufacturer warranty, etc.
  
- (c) Government Property – All Contractor-acquired Property and Government-furnished Property provided on TO shall either be consumed or returned to the government. A final TO Inventory list shall be required accounting for all TO government property. Contractor shall incorporate information and receipts obtained from the initial disposition inventory list. For property being returned, the contractor shall include on the inventory list the following minimum information: part numbers, NSN nomenclature, quantity, and condition of each item (i.e., Condition A, F, etc.). Paperwork validating official receipt by government is required for returned items.

#### 6.4.5.3.1.3 Contractor Manpower Quarterly Status Report

A Contractor Manpower Quarterly Status Report (CDRL A005) shall be provided to the government four times throughout the calendar year. [Note: During the initial CY2011 Interim Reporting Period, reports shall be due only two times a year]. Required for all service contracts and/or orders active from 1 Dec 2010, the Manpower report shall itemize specific contract and/or TO administrative data as specified in the applicable DD Form 1423 CDRL A005. Utilizing a format provided by the government, the contractor shall collect required data throughout the performance period and shall submit one cumulative report on the applicable quarterly due date. The following table lists the pre-set submittal due dates and the corresponding performance periods:

**INTERIM REPORTING PERIOD:** For those contract/orders active anytime during 1 Dec 2010



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and 30 Sep 2011:

#	DUE DATE	PERFORMANCE PERIOD
1	15 June 2011	1 December 2010 – 31 May 2011
2	15 Oct 2011	1 June 2011 – 30 September 2011

REGULAR REPORTING PERIOD: For those contract/orders active on or after 1 Oct 2011:

#	QUARTERLY DUE DATE	PERFORMANCE PERIOD
1	15 January	1 October – 31 December
2	15 April	1 January – 31 March
3	15 July	1 April – 30 June
4	15 Oct	1 July – 30 September

NOTE: Prime contractors shall report all hours worked by prime and all subcontractors. Labor hour data shall be a combined roll-up of prime and subcontractor data; i.e., primes are not required to report subcontractors separately nor indicate what portions of tasks have been subcontracted.

#### 6.4.5.3.1.4 Synchronized Pre-deployment & Operational Tracker (SPOT)

In the event it is necessary for contractor personnel to travel in performance of this contract, and should it be necessary for the government to furnish services to such personnel or provide access to government facilities, the contract shall initiate a letter of authorization (LOA) for each prospective traveler. The contractor shall use the SPOT web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain data with respect to traveling/deployed personnel and to generate LOAs. When on official travel and when it is in the governments interest, the contractor may also initiate an LOA request when it desires to take advantage of travel discount rates in accordance with government contracts and/ or agreements. It is noted that all privileges, services and travel rate discount access is subject to availability and vendor acceptance.

#### 6.4.5.3.1.5 Cost Analysis Report

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The contractor shall provide a cost analysis report (CDRL A002) if the final cost deviated (overrun or under run) from the budgeted [target] cost over five percent (5%). At a minimum, the report shall include the following issues:

- a. When the final cost under runs the budgeted [target] cost, the report shall explain the innovations used to allow for the cost savings. If analysis reveals that the target cost overestimated or is unsubstantiated, to the COR has the option to request reduction in budgeted [target] cost or fee.
  
- b. When the final cost overruns the budgeted [target] cost, the report shall explain reasons leading to cost growth and recommended corrective actions for future similar situations. This report does not alleviate the responsibility of the contractor to notify the procuring contracting officer (PCO) and COR upon discovery of any potential situation where the cost may exceed the budgeted [target].

#### 6.4.5.4 Earned Value Management (EVM)

As determined by the government, the contractor shall provide EVM reports in accordance with American National Standards Institute (ANSI)/ Electronics Industry Alliance (EIA)-748 guidance. The contractor shall use EVM processes to report on the contract cost and schedule. The contractor EVM process shall provide the government the following reporting of: cost performance index (CPI), estimated cost at completion (ECC); schedule performance index (SPI); budget at completion (BAC); budgeted cost for work performed (BCWP); budgeted cost for work scheduled (BCWS); cost and schedule status report (C/SSR) to capture the performance measurement information from the contract, the contract performance report (CPR) (CDRL A002), program office integrated master schedule (IMS), and contract funds status report (CFSR) (CDRL A002).

##### 6.4.5.4.1 Integrated Management Information

The integrated management information provides the ability to plan the timely performance of work, budget resources, account for costs, and measure actual performance against plans and by CMS (CDRL A002). The contractor shall be able to sort, report, and account for the following

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EVM tasking and expenditures by the CMS elements assigned in the contract. The EVM reports shall depict in a chart the Cost Performance Index (CPI), Schedule Performance Index (SPI), EVM, Budgeted Cost for Work Performed (BCWP), Budgeted Cost for Work Scheduled (BCWS) and list variances and the factors causing the variances.

#### 6.4.5.4.2 Reporting Elements

Reconcile reporting elements in the CFSR with the CPR when these documents are submitted in the same month. The contractor shall provide a reconciliation of the CFSR with CPR as an addendum to the monthly status report.

#### 6.4.5.4.3 EVM Reporting Requirements

The contractor shall flow-down EVM reporting requirements to subcontractors. The contractor is responsible for reviewing and assuring the validity of all subcontractors reporting through surveillance and other means.

### **7.0 GOVERNMENT FURNISHED INFORMATION (GFI)**

To be determined at time of award.

### **8.0 GOVERNMENT FURNISHED MATERIAL (GFM)**

Not applicable.

### **9.0 GOVERNMENT FURNISHED EQUIPMENT (GFE)**

#### 9.1 Government Facilities

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Government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were not available on-site. The majority of Contractor personnel with supplied government facilities shall be located at SSC Atlantic Charleston, SC. Other locations include SSC Atlantic in Norfolk, VA. Note: *The burdened labor rate for those contractor personnel designated as "government site" shall include overhead costs allocable to government site work, consistent with the contractor's established accounting practices.*

## **10.0 CONTRACTOR ACQUIRED EQUIPMENT (CAE)**

Not applicable

## **11.0 CONTRACTOR ACQUIRED MATERIAL (CAM)**

Not applicable; however, the contractor is required to maintain a facility that includes office space.

## **12.0 TRAVEL**

12.1 The majority of the work under this contract shall be performed at the contractor facility. Travel shall be performed in accordance with local contract clause H-350. The Contractor shall request travel authorization from the COR. In support of various tasks, the contractor shall be prepared and required to travel, at a minimum, to the following locations:

- a. Baltimore/Washington DC/Virginia Metro Area
- b. Charleston, SC
- c. Tidewater Area of VA
- d. San Diego, CA
- e. Aberdeen Proving Ground, MD

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- f. Northwest, VA
- g. Wahiawa, HI
- h. Lago Patria, Italy
- i. Bahrain
- j. Camp Roberts, CA
- k. Landstuhl, GE
- l. Ramstein, GE
- m. Colorado Springs, CO
- n. Fort Buckner, Okinawa, Japan
- o. Clear Air Force Base, Alaska
- p. Elmendorf Air Force Base, Alaska
- q. Bangor, WA

Note: Travel specifically to Iraq or Afghanistan shall not be performed under this contract.

12.2 The contractor shall be required to travel to locations outside the Continental limits of the United States (OCONUS) both shore and afloat. Within 1 week following award, in support of Hawaii and Alaska travel requirements, the contractor shall submit OCONUS Deployment Reports (CDRL A006). Contractor employees who deploy to locations that require immunizations shall do so in accordance with Department of Defense Instruction (DoDI) 6205.4, Department of the Navy (DON), and Space and Naval Warfare Systems Center Atlantic Instruction (SPAWARSYSCENLANTINST) 12910.1.

12.3 Work to be performed at Specified Mission Destinations, as defined in the latest SSC LANT OCONUS Deployment Guide (see reference \$), is subject to all relevant contract clauses, as well as the requirements set forth in the aforementioned guide. The contractor shall be able to meet all clause and guide requirements 35 days prior to travel within the applicable specified destinations. When deployment to a Specified Mission Destination is necessary, the contractor shall be responsible for processing applicable deployment packages for its personnel in accordance with the SSC LANT OCONUS Deployment Guide.

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12.4 Travel is estimated to be performed under this task order is as follows:

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**Base Year:**

<b>Location</b>	<b># Trips</b>	<b># Travelers</b>	<b>Duration (days)</b>
Charleston, SC	5	2	4
Norfolk, VA	5	2	4
Washington, DC	3	2	4
Fort Meade, MD	3	2	4
San Diego, CA	3	2	4
Aberdeen Proving Ground, MD	3	2	5
Northwest, VA	3	2	5
Wahiawa, HI	3	2	5
Lago Patria, Italy	3	2	5
Bahrain	3	2	5
Camp Roberts, CA	3	2	5
Landstuhl, GE	3	2	5
Ramstein, GE	3	2	5
Colorado Springs, CO	3	2	5
Fort Buckner, Okinawa, Japan	3	2	5
Clear Air Force Base, Alaska	3	2	5
Elmendorf Air Force Base, Alaska	3	2	5
Bangor, WA	3	2	5

**Option Year I:**

<b>Location</b>	<b># Trips</b>	<b># Travelers</b>	<b>Duration (days)</b>
Charleston, SC	5	2	4
Norfolk, VA	5	2	4
Washington, DC	3	2	4
Fort Meade, MD	3	2	4
San Diego, CA	3	2	4
Aberdeen Proving Ground, MD	3	2	5
Northwest, VA	3	2	5
Wahiawa, HI	3	2	5
Lago Patria, Italy	3	2	5
Bahrain	3	2	5
Camp Roberts, CA	3	2	5
Landstuhl, GE	3	2	5
Ramstein, GE	3	2	5
Colorado Springs, CO	3	2	5

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Fort Buckner, Okinawa, Japan	3	2	5
Clear Air Force Base, Alaska	3	2	5
Elmendorf Air Force Base, Alaska	3	2	5
Bangor, WA	3	2	5



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## Option Year II:

Location	# Trips	# Travelers	Duration (days)
Charleston, SC	5	2	4
Norfolk, VA	5	2	4
Washington, DC	3	2	4
Fort Meade, MD	3	2	4
San Diego, CA	3	2	4
Aberdeen Proving Ground, MD	3	2	5
Northwest, VA	3	2	5
Wahiawa, HI	3	2	5
Lago Patria, Italy	3	2	5
Bahrain	3	2	5
Camp Roberts, CA	3	2	5
Landstuhl, GE	3	2	5
Ramstein, GE	3	2	5
Colorado Springs, CO	3	2	5
Fort Buckner, Okinawa, Japan	3	2	5
Clear Air Force Base, Alaska	3	2	5
Elmendorf Air Force Base, Alaska	3	2	5
Bangor, WA	3	2	5

## 13.0 TRANSPORTATION OF EQUIPMENT/MATERIAL

Not applicable

## 14.0 DATA DELIVERABLES

### 14.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

The following CDRL listing identifies the data item deliverables required under this contract and the applicable section of the PWS for which they are required. Section J includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under the Task Order. The contractor shall establish a practical and cost-effective system for developing and

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tracking the required CDRLs generated.

<b>CDRL #</b>	<b>Description</b>	<b>PWS Reference Paragraph</b>
A001	Science and Technical Reports	6.4
A002	Cost and Performance Report	6.4
A003	Task Order Status Report	6.4.5.3.1.1
A004	Task Order Closeout Report	6.4.5.3.1.2
A005	Contractor Manpower Quarterly Status Report	6.4.5.3.1.3
A006	OCONUS Deployment Reports	12.2
A007	Cost and Schedule Milestone Plan	6.4.5
A008	CPARS Draft Approval Document (CDAD)	6.4.5.3

## 14.2 ELECTRONIC FORMAT

At a minimum, the deliverables shall be provided electronically by email; hard copies are only required if requested by the government. To ensure information compatibility, the contractor shall guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving government representative. All data shall be provided in an editable format compatible with SSC Atlantic corporate standard software configuration as specified below. Contractor shall conform to SSC Atlantic corporate standards within 30 days of contract award unless otherwise specified. *The initial or future upgrades costs of the listed computer programs are not chargeable as a direct cost to the government.*

	<b>Deliverable</b>	<b>Software to be used</b>
a.	Word Processing	Microsoft Word
b.	Technical Publishing	PageMaker/Interleaf/SGML/ Microsoft Publisher
c.	Spreadsheet/Graphics	Microsoft Excel
d.	Presentations	Microsoft PowerPoint
e.	2-D Drawings/ Graphics/Schematics (new data products)	Vector (CGM/SVG)
f.	2-D Drawings/ Graphics/Schematics (existing data	Raster (CALs Type I, TIFF/BMP, JPEG, PNG)

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	<b>Deliverable products)</b>	<b>Software to be used</b>
g.	Scheduling	Microsoft Project
h.	Computer Aid Design (CAD) Drawings	AutoCAD/Visio
i.	Geographic Information System (GIS)	ArcInfo/ArcView

### 14.3 INFORMATION SYSTEM

#### 14.3.1 Electronic Communication

The contractor shall have broadband Internet connectivity and an industry standard email system for communication with the government. The contractor shall be capable of Public Key Infrastructure client side authentication to DOD private web servers. Unless otherwise specified, all key personnel on contract shall be accessible by email through individual accounts during all working hours.

#### 14.3.2 Information Security

The contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on contract. Unclassified DoD information shall only be disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking).

##### 14.3.2.1 Safeguards

The contractor shall protect government information and shall provide compliance documentation validating they are meeting this requirement. The contractor and all utilized subcontractors shall abide by the following safeguards:

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14.3.2.1.1 Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.

14.3.2.1.2 Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.

14.3.2.1.3 Sanitize media (e.g., overwrite) before external release or disposal.

14.3.2.1.4 Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks, using the best available encryption technology.

14.3.2.1.5 Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.

14.3.2.1.6 Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.

14.3.2.1.7 Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.

14.3.2.1.8 Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).

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14.3.2.1.9 Provide protection against computer network intrusions and data exfiltration, minimally including the following:

(1) Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.

(2) Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.

(3) Prompt application of security-relevant software patches, service packs, and hot fixes.

14.3.2.1.10 As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).

14.3.2.1.11 Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

#### 14.3.2.2 Compliance

The contractor shall include in their quality processes procedures that are compliant with information security requirements.

### **15.0 SUBCONTACTING REQUIREMENTS (*Contractor*)**

***The Government should not specify that particular Subcontractors be used. Note to Contractor: seek prior approval from the Contracting Officer or Ordering Officer before including a Subcontractor who is not already approved to work on your contract.***

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## **16.0 ACCEPTANCE PLAN**

All work performed on this task order shall be considered completed when accepted by SSC Atlantic COR.

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the COR.

## **17.0 OTHER CONDITIONS/REQUIREMENTS**

### **17.1 Security Training**

The contractor shall educate employees on the procedures for the handling and production of classified material and documents, and other security measures as described in the PWS in accordance with DoD 5220.22M.

### **17.2 Overtime**

The COR can authorize overtime with proper justification.

## **18.0 LIST OF ATTACHMENTS**

Attachment 1 – Quality Assurance Surveillance Plan (QASP)

Attachment 2 – CDRLs (DD1423)

## **WORKLOAD ESTIMATE**

The following workload data is provided for informational purposes only to assist you in estimating the cost for this task order:

Number of man-hours: 302,680      Other Direct Cost: \$2,700,000.00

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### C-313 SECURITY REQUIREMENTS (DEC 1999)

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

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer Code OA1, SPAWAR Systems Center Charleston, P.O. Box 190022, North Charleston, SC 29419-9022.

### C-315 WORKWEEK (DEC 1999)

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

Name of Holiday Time of Observance

New Year's Day 1 January

Martin Luther King Jr. Day Third Monday in January

President's Day Third Monday in February

Memorial Day Last Monday in May

Independence Day 4 July

Labor Day First Monday in September

Columbus Day Second Monday in October

Veteran's Day 11 November

Thanksgiving Day Fourth Thursday in November

Christmas Day 25 December

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

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

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

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

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- (a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government Work areas.
- (b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:
- (1) Routine inspection of contractor occupied work spaces.
  - (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
  - (3) Random inspections of personnel possessions on entry or exit from the installation.
- (c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.
- (d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.
- (e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore, responsible to assure that employees are notified of these provisions prior to assignment.
- (f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

#### C-718 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY (JUN 2001)

- (a) Each Electronic and Information Technology (EIT) supply or service provided under this contract shall comply with the EIT Accessibility Standards listed below:

[The Contracting Officer shall consult with the program office to determine which standards listed in subsection (a) apply and shall check all applicable standards prior to issuing the solicitation.]

- \_\_36 C.F.R. § 1194.21 (Software Applications and operating systems)
- \_\_36 C.F.R. § 1194.22 (Web-based and internet information and applications)
- \_\_36 C.F.R. § 1194.23 (Telecommunications products)
- \_\_36 C.F.R. § 1194.24 (Video and multimedia products)
- \_\_36 C.F.R. § 1194.25 (Self contained, closed products)
- \_\_36 C.F.R. § 1194.26 (Desktop and portable computers)

In addition, each EIT supply or service provided under this contract shall comply with 36 C.F.R. § 1194.31 (Functional performance criteria) and 36 C.F.R. § 1194.41 (Information, documentation, and support).

- (b) If the Contracting Officer determines that any supply or service delivered under this contract does not comply with the EIT Accessibility Standards, the Contracting Officer will notify the Contractor in writing accordingly. If the Contractor fails to promptly correct or replace the nonconforming products or services with conforming products or services within the delivery schedule contained in the contract, the Government will have the rights and remedies contained in the contract.

(End of specification)



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

(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:

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

\_\_\_ 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-720 PERFORMANCE BASED REVIEW AND ACCEPTANCE PROCEDURES

This is a performance based order, as defined in FAR Part 37.6. Contractor performance will be reviewed in accordance with the Quality Assurance Plan as follows:

##### QUALITY ASSURANCE PLAN

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

(2) Performance Standards:

a. The deliverables under this task order will be consistently technically accurate.

b. The services delivered under this task order will be consistently of high quality.

c. The contractor's cost control efforts under this task order will be consistently effective (applicable to cost reimbursement task orders).

d. The contractor will be consistently responsive to Government customers in its performance of this task order.

e. For the purposes of this plan, "consistently" is defined as "generally holding true", "persistently over time", and/or "overall uniformly".

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

a. During the performance period of the task order, the TOM will continually and proactively monitor contractor efforts and obtain input from other Government personnel with performance oversight functions to ascertain the level

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of compliance with the Performance Standards.

b. Every 12 months after the effective date of the task order, the TOM will prepare a Task Order Performance Evaluation (TOPE) documenting the results of the efforts performed under paragraph 3.a. above.

c. The TOM will upload the TOPE to the SeaPort Portal.

(4) Remedy

a. If the annual Performance Evaluation indicates that the contractor has not met one or more of the Performance Standards, the following negative remedy becomes effective: the TOM will submit a negative TOPE on the SeaPort Portal for the applicable Performance Standard.

b. This is a significant negative remedy as the TOPE is a key part of the Performance Monitoring process which:

i. Provides input to the annual Contractor Performance Assessment Report (CPAR); and

ii. Determines the contractor's ability to earn term extensions to its basic SeaPort-e contract in accordance with the Award Term provisions contained therein.

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## **SECTION D PACKAGING AND MARKING**

### **SHIP TO INFORMATION:**

See Section G - Task Order Manager

Packaging and Marking shall be in accordance with Section D of the SeaPort-e Multiple Award IDIQ contract.

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

E-303 INSPECTION AND ACCEPTANCE- - DESTINATION (JAN 2002)

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his duly authorized representative.

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4000	6/19/2014 - 6/18/2015
6000	6/19/2014 - 6/18/2015

### CLIN - DELIVERIES OR PERFORMANCE

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

4000	6/19/2014 - 6/18/2015
6000	6/19/2014 - 6/18/2015

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

4100	6/19/2015 - 6/18/2016
4200	6/19/2016 - 6/18/2017
6100	6/19/2015 - 6/18/2016
6200	6/13/2016 - 6/12/2017

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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## SECTION G CONTRACT ADMINISTRATION DATA

Contracting Officer Representative  
Pamela M Swiderski, 552M1  
P.O. Box 1376  
Norfolk, VA 23501-1376  
pamela.swiderski@navy.mil  
757-541-6641

### G-314 TYPE OF CONTRACT (DEC 1999)

This is a Cost-Plus-Fixed-Fee (CPFF) type of task order.

### G-317 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)

- (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. 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) Back-up documentation can 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.
- (d) 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.
- (e) The following information is provided for completion of the invoice in WAWF:

Invoice Type	Cost Vouchers
Issued by	N65236
Admin by	Code S3101A (DCMA SPRINGFIELD OFFICE)
DCAA Auditor	Code HAA310 (DCAA SOUTHERN NEW JERSEY BRANCH OFFICE)
Service Approver	Code 3101A (DCMA SPRINGFIELD OFFICE)
Pay by	Code HQ0337 (DFAS COLUMBUS CENTER)

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252.204-0002 Line Item Specific: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

**INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

Consistent with task order clause 5252.232-9206, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

Accounting Data

SLINID	PR Number	Amount
400001	1300352544	145000.00
LLA :		
AA 9740100 4300 P40 30361 0 K LGSP E NS1 25 75 DNSMR4N83 6 S12137		
Standard Number: DNSMR4N836		
ACRN: AA		
DOC# DNSMR4N836		

600001	1300352544	5000.00
LLA :		
AB 9740100 4300 P40 30361 0 K LGSP E NS1 25 75 DNSMR4N83 6 S12137		
Standard Number: DNSMR4N836		
ACRN: AB		
DOC# DNSMR4N836		

BASE Funding 150000.00  
Cumulative Funding 150000.00

MOD 01

400001	1300352544	(145000.00)
LLA :		
AA 9740100 4300 P40 30361 0 K LGSP E NS1 25 75 DNSMR4N83 6 S12137		
Standard Number: DNSMR4N836		
ACRN: AA		
DOC# DNSMR4N836		

600001	1300352544	(5000.00)
LLA :		
AB 9740100 4300 P40 30361 0 K LGSP E NS1 25 75 DNSMR4N83 6 S12137		
Standard Number: DNSMR4N836		
ACRN: AB		
DOC# DNSMR4N836		

MOD 01 Funding -150000.00  
Cumulative Funding 0.00

MOD 02 Funding 0.00  
Cumulative Funding 0.00

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### H-350 REIMBURSEMENT OF TRAVEL COSTS (NOV 2005)

#### (a) Contractor Request and Government Approval of Travel

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

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

#### (b) General

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

- (i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;
- (ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or
- (iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

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

#### (c) Per Diem

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

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is

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

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

(d) Transportation

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

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

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

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

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

(6) Definitions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### H-355 CONTRACTOR IDENTIFICATION (DEC 1999)

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

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

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

(a) Definition.

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

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

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

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

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

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

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

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

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

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

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

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(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

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

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other

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than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the SeaPort/Task Order Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

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

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

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

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## **SECTION I CONTRACT CLAUSES**

### **09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)**

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

### **52.219-14 LIMITATIONS OF SUBCONTRACTING (DEC 1996)**

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## **SECTION J LIST OF ATTACHMENTS**