

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
11

3. EFFECTIVE DATE  
15-Oct-2018

4. REQUISITION/PURCHASE REQ. NO.  
N/A

5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N66001

7. ADMINISTERED BY (If other than Item 6) CODE

S2404A

SPAWAR Systems Center, Pacific  
53560 Hull Street  
San Diego CA 92152-5001

DCMA Manassas  
14501 George Carter Way, 2nd Floor  
Chantilly VA 20151

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

SCIENCE APPLICATIONS INTERNATIONAL CORP  
12010 Sunset Hills Road  
Reston VA 20190

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-04-D-4119-7N06

10B. DATED (SEE ITEM 13)

27-Jan-2015

CAGE CODE  
6XWA8

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

[ ] The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers [ ] is extended, [ ] is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

(\*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

[ ] B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

[ ] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

[X] D. OTHER (Specify type of modification and authority)  
IAW 5252.237-9601 Key Personnel and FAR43.103(a)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

15-Oct-2018

BY (Signature of Contracting Officer)

15-Oct-2018

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA

FAR (48 CFR) 53.243

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## GENERAL INFORMATION



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 \$46,973,814.59 by \$0.00 to \$46,973,814.59.

The total value of the order is hereby increased from \$46,973,814.59 by \$0.00 to \$46,973,814.59.

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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
7000	R416	Marine Mammal Systems Support IAW the PWS and Exhibit A (WCF)	1.0	LO	██████████	██████████	\$10,864,734.74
7001	R416	Marine Mammal Systems Support IAW the PWS and Exhibit A - Option 1 (WCF)	1.0	LO	██████████	██████████	\$10,885,864.42
7002	R416	Marine Mammal Systems Support IAW the PWS and Exhibit A - Option 2 (WCF)	1.0	LO	██████████	██████████	\$10,934,966.32
700201	R416	Provides Funding for CLIN 7002 (WCF)					
7003	R416	Marine Mammal Systems Support IAW the PWS and Exhibit A - Option 3 (WCF)	1.0	LO	██████████	██████████	\$10,986,219.69
7004	R416	Marine Mammal Systems Support IAW the PWS and Exhibit A - Option 4 (WCF)  Option	1.0	LO	██████████	██████████	\$11,140,520.91

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R416	ODCs (WCF)	1.0	LO	\$792,075.00
9001	R416	ODCs - Option 1 (WCF)	1.0	LO	\$813,674.25
9002	R416	ODCs - Option 2 (WCF)	1.0	LO	\$836,413.56
900201	R416	Provides funding for CLIN 9002 (WCF)			
9003	R416	ODCs - Option 3 (WCF)	1.0	LO	\$859,866.61
9004	R416	ODCs - Option 4 (WCF)  Option	1.0	LO	\$885,493.42

### B-1 ADDITIONAL SLINS

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the funding lines that will be provided under this Order.

### B-2 OTHER DIRECT COSTS

The Government is specifically stating the anticipated Other Direct Costs (ODCs). The Government reserves the right to increase the ODC CLINs.

**B-3 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT) (VARIATION) (JULY 2009)  
(5252.216-9205)**

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is [REDACTED] direct labor hours include 0 uncompensated overtime labor hours.

(b) Computation of Fee.

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

(c) Modifications.

If the Contracting Officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

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

(d) Payment of Fee.

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

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

TABLE	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
BASE YEAR	7000	[REDACTED]	[REDACTED]	[REDACTED]
OPTION I	7001	[REDACTED]	[REDACTED]	[REDACTED]
OPTION II	7002	[REDACTED]	[REDACTED]	[REDACTED]
OPTION III	7003	[REDACTED]	[REDACTED]	[REDACTED]
OPTION IV	7004	[REDACTED]	[REDACTED]	[REDACTED]

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

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

# PERFORMANCE WORK STATEMENT

**29 OCT 2014**

## Task Title: Marine Mammal Systems Support

### 1.0 Introduction:

The U.S. Navy maintains a collection of marine mammals that are used for fleet Marine Mammal Systems (MMS). The Biosciences Division, Code 715, SSC Pacific is responsible for the daily management of the U.S. Navy's marine mammals.

### 2.0 BACKGROUND:

The day begins before dawn in the food preparation facility (aka "the fish house"), where trainers prepare an individually formulated ration designed to meet the specific needs of each animal, selecting from a variety of food fish species, and inspecting each fish for wholesomeness. Since many different activities occur during a single shift, and it often takes a team of people to execute any particular task, the staff typically has a short meeting to go over the plan of the day in order to determine when each trainer will be working with the animal they are primarily responsible for, and when they will be supporting other trainers and animals. The animals, who have spent the night socializing in large groups, are separated into smaller teams, often based on the type of activity they will engage in that day. Each animal receives a small amount of fish along with their vitamin supplements during this process. The day's first training session with an animal begins with a complete body inspection, and quick assessment of the animal's overall attitude. Any deviation from the norm is promptly reported to the veterinary staff. Training then begins in earnest, and depending on the task and the animal's level of sophistication, the trainer and support team will work with the animal for anywhere from several minutes to several hours. Animals that are more advanced participate in fewer, longer sessions, and often work alone. Less experienced animals tend to have many short sessions, and often work in groups. Throughout the day, trainers record information about the training sessions and the animal's performance, noting both accomplishments and areas for improvement. The shift ends as it began, in the fish house, where the trainers clean up and remove the next day's fish supply from the freezers so that it can air thaw overnight. While many of the trainers and animals are on this "dawn to mid-afternoon" shift, other teams train in the evening, or at night, and so there are always activities underway, and eyes on the animals.

### 3.0 SCOPE:

The scope of this contract is to provide care and training to the marine mammals participating in MMS located at Naval Base Point Loma, San Diego California, Naval Submarine Base Kings Bay, Georgia, and Naval Base Kitsap-Bangor, Washington, and to support the maintenance and operation of MMS. The Contractor shall provide the necessary personnel, supervision, training and continuous education curriculums, and administrative support required to provide care and training to the animals that participate in the U.S. Navy's Marine Mammal Systems (MMS), and

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to operate and maintain MMS. The scope includes all necessary material and travel required to support the MMS throughout the United States and the world.

4.0 **APPLICABLE DOCUMENTS:** The following documents and any revisions thereto, are incorporated into this contract.

4.1 USDA, APHIS, 9CFR Ch. 1, Subchapter A - Animal Welfare, Part 3 - Standards, Subpart E, Specifications for the Humane Handling, Care, Treatment and Transportation of Marine Mammals.

4.2 OSHA Regulations, 29 CFR 1910.401-441 (Subpart T-Commercial Diving Operations)

4.3 SSC Pacific Policies and Animal Care Standard Operating Procedures

4.4 SECNAVINST 3900.41G Subj: Acquisition, Transport, Care and Maintenance of Marine Mammals

4.5 DoD Instruction 4500.36-R Management, Acquisition, and Use of Motor Vehicles

4.6 NAVFAC P-300, Management of Civil Engineering Support Equipment

4.7 NAVSUP P-538, Management of Materials Handling Equipment

4.8 SSCPACINST 11262.1D, Weight Handling Equipment and Rigging Gear Management

4.9 SSC PAC SOP 32-14, Standard Operating Procedure for Boat and Watercraft Operations

4.10 DoDI 3020.41 Operational Contract Support (OCS)

4.11 Department of Defense Foreign Clearance Guide

4.12 US Army Element Navy Activities Navy Marine Mammal Program Veterinary Laboratory Standard Operating Procedures

4.13 SSCPACINST 3120.8B Qualification of Small Boat Coxswain

5.0 **PERFORMANCE REQUIREMENTS:**

5.1 **Marine Mammal Systems Support**

The contractor shall use behavioral modification techniques based on operant conditioning and the use of positive reinforcement (henceforth referred to as training) to train and maintain basic and advanced MMS behaviors in ocean environments. Specific project objectives may require that the contractor use government furnished specialized equipment or hardware for object location or retrieval. The contractor shall maintain and operate MMS in accordance with the applicable documents section listed in 4.0. The contractor shall provide the necessary personnel to support the plans for both training of MMS marine mammals and the maintenance and operation of MMS. Contractor personnel shall be capable of being primary and/or secondary trainers for specific animals and be capable of working with government, military, other contractor, and volunteer personnel to accomplish MMS maintenance and operation tasks.

6.0 **General Care, Observation and Record Keeping**

6.1 Feeding and administration of food supplements and medications. The contractor shall be responsible for the feeding and administering of food supplements and/or medication in accordance with each animal's individual schedule. This includes all necessary food preparation and clean-up, and coordination with veterinary personnel.

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- 6.2 Feeding and administering of food substances and medications shall occur at the times prescribed by the animal's individual schedule and as prescribed by the attending veterinarian.
- 6.3 Observation of marine mammals. The contractor shall be responsible for the daily observation of marine mammals to ensure their safety and well-being. Personnel who perform the observation of marine mammals shall be able to resolve minor problems, such as clearing debris from holding areas, and shall be able to identify problems that require additional assistance to resolve; and have the means to contact the necessary personnel to resolve the problem.
- 6.4 Basic husbandry. The contractor shall perform basic husbandry for marine mammals, assisting veterinary staff in conducting vaccinations, blood draws, ultra-sound scans, and other health maintenance tasks required to keep the mammals in good health and fit for duty. Contractor personnel shall possess knowledge of basic conditioning to ensure the mammals willingly participate in basic husbandry care.
- 6.5 Training and exercise. The contractor shall conduct marine mammal training and exercise in accordance with the applicable training plans and schedules. Personnel performing this task may be required to perform diving and operate (or ride) on watercraft, and handle heavy material and equipment both in and out of the water.
- 6.6 Training and exercise plans and schedules shall be executed each day (including weekends and holidays) unless precluded by inclement weather, as determined by the Government.
- 6.7 Handling and transport: The contractor shall perform loading, unloading, and transport of marine mammals as required for purposes such as advanced medical care and other situations as required.
- 6.8 Contractor personnel shall be trained in the proper handling of marine mammals and shall perform those tasks in accordance with the applicable documents listed in 4.0. Contractor personnel shall have the necessary training and be properly licensed to operate Government owned/leased vehicles, watercraft and material handling equipment.
- 6.9 Maintenance and cleaning of animal enclosures and equipment. The contractor shall perform preventive maintenance of animal enclosures, such as ensuring that nets and fasteners are secure and report any maintenance issues to the Government Contracting Officer's Representative (COR). The contractor shall perform cleaning of the animal enclosure areas, such scrubbing the decks. The contractor shall perform preventive maintenance and cleaning of Government owned equipment that is utilized by the contractor.
- 6.10 Maintenance and cleaning of animal enclosures shall be performed each day (including weekends and holidays). Equipment maintenance shall be performed as required by the applicable maintenance manuals or as the need arises.
- 6.11 Record Keeping. The contractor shall maintain and update animal records and enter relevant data into the Government database. Records include: Behavior, food consumption, diet, physical condition/characteristics, training and accomplishments.
- 6.12 Records shall be updated and data entry shall occur daily after the completion of any event that requires record keeping.

## 7.0 **General**

Contractor employees performing services under this contract will be controlled, directed and



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supervised at all times by management personnel of the contractor. The contractor's management shall ensure that employees properly comply with the performance standards and applicable documents referenced herein. While there may be circumstances that require both contractor and Government personnel to receive similar training and perform similar tasks, contractor employees shall perform their duties independent of, and without the supervision of Government personnel. No direct supervision of the contractor's employees will be given to, or shall be accepted by, contractor personnel; except only in those situations where the health or welfare of a human or marine mammal is endangered. Actions of contractor employees shall not be interpreted or implemented in any manner that results in any contractor employee creating or modifying any federal policies regarding: obligating the appropriated funds of the U.S.

Government, supervising federal employees, providing direct personal services to any federal employee, or otherwise violating the prohibitions set forth in parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR).

### **8.0 Physical Condition:**

The nature of this work requires personnel who are physically fit and able to withstand adverse weather conditions and in the event of a world-wide deployment, potentially austere environments. Personnel who work directly with marine mammals should be properly screened to ensure that they are capable of carrying food and equipment weighing approximately 50 pounds, adept in swimming and treading water, and able to withstand the rigors associated with diving, and handling equipment underwater.

### **9.0 Diving:**

Dive Requirements: Certain projects require certified SCUBA divers for training and maintenance tasks. All diving operations shall be conducted in accordance with 29 CFR 1910, Subpart T, and OSHA Commercial Diving Operations. Diving certifications shall be made available upon request of the Contracting Officer. Diving pay is authorized for all personnel in a dive status. Dive status is defined as the actual diving time as recorded in contractor's dive log. Dive requirements will vary.

### **10.0 Staff Development:**

10.1 The Contractor shall implement an integrated staff development program that includes documented policies and procedures for personnel recruitment, evaluation, advancement, retention, outside placement, training, and continuing education.

10.2 Training and continuing education curriculums used shall be complementary with the instructional systems development and design criteria approved by the Chief of Naval Education (CNET) and Navy Marine Mammal Program Job Qualification Requirements (JQRs). Orientation course material will be provided by the government, and administered and revised/updated as required by the contractor. The Government will review the content of both the orientation and continuing education curriculums to ensure consistency with established Navy guidelines and the minimum standards specified below, and may require revisions to the contractor's curriculums.

10.3 The contractor shall ensure that all personnel who have direct contact with marine mammals receive an animal care and training orientation curriculum, designed by the government, and administered and revised/updated as required by the contractor, within ninety (90) days of hiring. This orientation curriculum shall include an introduction to marine mammal biology and

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behavior, and will address basic safety, husbandry and standard veterinary procedures along with basic operant conditioning techniques.

10.4 The contractor shall provide personnel with a stepped series of continuing education curriculums focused on animal care and training. Personnel mastery of all curriculum materials shall be assessed for successful completion.

10.5 The contractor shall document successful performance training, to include shaping, reacquisition, and maintenance of the mammal behaviors listed below, as well as support functions and support diving.

**Bridging:** On cue terminate behavior and orient toward trainer to accept reinforcement or another signal.

**Stationing:** Go to a specific physical location on cue and maintain a specific posture as designated by the trainer.

**Separating:** Establish and maintain some distance from other animals in the same enclosure on cue.

**Gating:** Move through an opening between two enclosures on cue while other animals occupy the same area. In free-release training, move between an enclosure and the environment.

**Targeting:** Touch, follow, and station on any physical object designated by the trainer.

**Heel:** Walk with trainer while maintaining a specific position relative to the trainer (Pinnipeds only).

**Body Inspection:** Remain calm and maintain contact while trainer palpates body surface and/or physically manipulates animal's body.

**Accept Probe:** Animal remains calm while allowing medical probe to be placed on body surface or inserted into body.

**Give Biological Sample:** Animal allows manipulation and site preparation as required, maintains contact and remains calm while biological sample is taken.

**Transport Container:** Animal remains calm and responsive when confined in transport container.

**Harnessing:** Accept straps or belts around the girth, pectorals or dorsal fin and wear while performing other trained behaviors.

**Carrying Hardware:** Carry equipment in the mouth or on the rostrum from one location to another while performing other trained behaviors.

**Acoustic Recall:** Proceed to and station at an acoustic device whenever that device is activated. Responses should occur with short latencies, over long distances during free release, and in disregard of other ongoing behaviors and distracting stimuli.

**Boat Following:** Accompany any designated boat while underway in the environment and maintain a specific position relative to the boat while performing other trained behaviors.

**Beaching:** Thrust body out of the water and onto a wet surface above the water-line on cue and remain there until the trainer cues and/or assists the return to the water (Odontocetes only).

**Detection:** Detect a designated stimulus and report its presence or absence by performing a

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designated response.

**Discrimination:** Discriminate between multiple stimuli of different types and report the presence or absence of each type.

**Marking:** Carry any animal compatible equipment to a designated area and perform a marking or attachment task to an object. Carry out the behavior despite varying environmental conditions and the presence of other potentially distracting stimuli.

**Transport-Local:** Accept confinement for short periods of travel by boat from one location to another and subsequently perform trained behaviors without hesitation at the destination.

**Transport-Long Distance:** Accept confinement for extended periods of travel from one location to another by plane, road-vehicle or ship and subsequently perform trained behaviors at the destination. Long-distance transports involve more than a few hours of travel, multiple modes of transport, physiological monitoring, medical examination, and some re-acclimation at the destination.

### 11.0 Acceptable Quality Level (AQL)

11.1 The contractor shall furnish the required services on time 95% of the time.

11.2 The contractor shall furnish all required CDRLs on time, and error free, with 95% accuracy.

11.3 All contractor personnel interacting with Navy marine mammals shall do so 100% in accordance with the Navy's policies, procedures, and standards for animal care and Federal Regulations which are referenced in the applicable documents in paragraph 4.0.

### 12.0 Method of Surveillance.

The Government will monitor and assess the contractor's performance against the Acceptable Quality Level in accordance with the Quality Assurance Surveillance Plan (QASP).

### 13.0 GOVERNMENT RESOURCES

Contractor personnel engaged in technical tasks under paragraph 5.0 shall utilize on-site Government material for animal care, training, research, movement of animals and support services in accordance with DoD 4500.36-R, NAVFAC P-300, NAVSUP P-538, SSCPACINST 11262.1D and SSCPAC SOP 32-14. Government/lease vehicles, up to 5 ton capacity, and boats, are available for movement of personnel, animals and equipment. Department of Defense (DoD) contract personnel assigned to operate either government owned or contractor owned/leased motor vehicles/equipment in performance of this contract shall be certified, by the contractor and at the contractor's expense, as being fully qualified to operate the vehicles/equipment to which they are assigned. The contractor shall document all operator qualification. This documentation shall be provided to, and retained by the contract administrator prior to an operator engaging in any mode of equipment operation. Further, transportation equipment acquired for official purposes by a naval activity and operated by a contractor will be marked to indicate U.S. government ownership in accordance with the DoD 4500.36-R. Training requirements for contractor personnel operating any of the above equipment shall conform to all Government standards and regulations. Use of vehicles and support equipment for other purposes is specifically prohibited. Only properly trained and licensed individuals shall operate Government fork-lifts, trucks, boats, or other specialized equipment. The contractor will insure that all work spaces occupied by Contractor personnel (offices, shops, shower and locker rooms) are kept free

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of debris and clutter at all times (e.g. clothing on floor, personal hygiene items left in showers, etc.). The Government will provide military issue clothing to contractor personnel when deployed on military exercises as required. Use of the authorized Government fuel purchase card is authorized for use, by contractors, for the refueling of Government owned boats and Government owned vehicles.

13.1 Contractor Acquired Property: All support equipment, safety devices, and other materials obtained under this contract shall become Government property at the end of the contract. Any material purchases that exceed \$100.00 must be reviewed and approved in advance by the Contracting Officer's Representative prior to making the purchase.

#### 14.0 SECURITY

The work performed by the contractor will include access to unclassified and up to SECRET data, information, and spaces. The Contractor will be required to attend classified up to SECRET level meetings. Contractor will be required to access the SIPRNET. The contractor shall be NATO briefed and complete the derivative classification training prior to being granted access to SIPRnet; training is provided by the facility security officer.

As required by NISPOM, Chapter 1, Section 3, contractors are required to report certain events that have an impact on the status of the facility clearance (FCL), the status of an employee's personnel clearance (PCL), the proper safeguarding of classified information, or an indication that classified information has been lost or compromised. Contractors working under SSC Pacific contracts will ensure information pertaining to assigned contractor personnel are reported to the Contracting Officer Representative (COR)/Technical Point of Contact, Contracting Specialist, and the Security's COR along with notifying the appropriate agencies such as Cognizant Security Agency, Cognizant Security Office, or Department Of Defense Central Adjudication Facility when related to the denial, suspension, or revocation of a security clearance of any assigned personnel, any adverse information on an assigned employee's continued suitability for continued access to classified access; any instance of loss or compromise, or suspected loss or compromise, of classified information; actual, probable or possible espionage, sabotage, or subversive information; or any other circumstances of a security nature that would affect the contractor's operation while working under SSC Pacific contracts.

14.1 OPSEC: All work is to be performed in accordance with DoD and Navy Operations Security(OPSEC) requirements and in accordance with the OPSEC attachment to the DD254.

#### 15.0 TRAVEL

Travel may be required in the performance of this contract. The contractor shall be prepared to perform the requirements anywhere in the United States, and on any USN military deployment exercise (including foreign countries). All travel must be approved by the COR prior to commencement of travel.

If foreign travel is required, all outgoing Country/Theater clearance message requests shall be submitted to the **SSC Pacific** foreign travel team, Topside, Building 27, 2<sup>nd</sup> Floor -Room 206 for action. A Request for Foreign Travel form shall be submitted for each traveler, in advance of the travel, to initiate the release of a clearance message at least 40 days in advance of departure. Each Traveler must also submit a Personal Protection Plan and have a Level 1 Antiterrorism/Force Protection briefing within one year of departure and a country specific

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briefing within 90 days of departure. Anti-Terrorism/Force Protection (AT/FP) briefings are required for all personnel (Military, DOD Civilian, and contractor) per OPNAVINST F3300.53C. Contractor employees must receive the AT/FP briefing annually. The briefing is available at <https://atlevel1.dtic.mil/at/>, if experiencing problems accessing this website contact [ssc\\_fortrav@navy.mil](mailto:ssc_fortrav@navy.mil). Forward a copy of the training certificate to the previous email address or fax to (619) 553-6863. SERE 100.1 Level A Code of Conduct training is also required prior to OCONUS travel for all personnel. SERE 100.1 Level A training can be accessed at <https://www.nko.navy.mil>. Other specialized training for specific locations may also be required contact the SSC Pacific foreign travel team.

## 16.0 PLACE OF PERFORMANCE

The Contractor shall be prepared to perform the requirements of this contract anywhere in the United States and on any USN military deployment or exercise (including foreign countries). Performance may be required in a hazardous or potentially dangerous military environment. Performance may be required in response to an emergency declared by the President, or in direct support of, or directly related to, a military operation, including a contingency operation as defined in 10 U.S.C. 101(a)(13). "Military operations" is defined as operations that encompass the use of military capabilities across the range of military operations. These military actions can be applied to complement any combination of the other instruments of national power and occur before, during, and after war. Contractor personnel that are required to deploy with expeditionary operational Marine Mammal Systems must be willing and able to deploy within 72 hours of notification and shall meet the requirements identified at DoDI 3020.41 and the Department of Defense Foreign Clearance Guide. Contractor personnel may be required to operate in live minefields and potentially handle live ordnance under the technical guidance of a Government provided Demolition Operations Supervisor.

## 17.0 DATA AND REPORTS

Data deliverables shall be submitted as specified in the attached CDRL, DD1423. The contractor shall provide monthly reports summarizing activities, problems, and proposed solutions.

## 18.0 TRAINING REQUIREMENTS

Contractor personnel involved in the training, maintenance, and direct support of Navy Marine Mammals shall annually complete and document the following government developed and provided training:

- Animal safety occupational health risk assessment
- Review all current Standard Operating Procedures
- Attend or view via video the following four mandatory animal care briefs:
  - Regulations
  - IACUC/ASRC
  - Emergency Preparedness
  - Zoonoses

The Biosciences Division will conduct annual audits in May to insure training requirements have been met and documented.

## 19.0 ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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

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

## 20.0 WORKWEEK AND OVERTIME

SSC Pacific's normal workweek is defined at clause C-3 WORKWEEK ALT I (5252.222-9200 WORKWEEK (APR 2012) ALTERNATE I (DEC 2013)). Some tasks under this task order may require work outside of the normal workweek. Overtime may be required. All overtime shall be approved by the COR. When practicable, overtime shall be approved in advance by the COR.

(End Performance Work Statement)

## C-1 SPECIFICATIONS/STATEMENT OF WORK

Work under this task order shall be performed in accordance with the Performance Work Statement (PWS) and Exhibit A, Contract Data Requirements List (CDRL).

### C-2 SECURITY REQUIREMENTS (DEC 1999) (5252.204-9200)

The work to be performed under this contract as delineated in the DD Form 254, Attachment 1, 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 SPAWARSSYSCOM Security Officer.

### C-3 WORKWEEK ALT I (5252.222-9200 WORKWEEK (APR 2012) ALTERNATE I (DEC 2013))

(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 Pacific (SSC Pacific) is Monday through Thursday 7:15 AM to 4:45 PM and Friday 7:15 AM to 3:45 PM with every other Friday a non-work day. Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

<u>Name of Holiday</u>	<u>Time of Observance</u>
New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

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(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.

(e) NOTICE: All Contractor employees who make repeated deliveries to military installations shall obtain the required employee pass via the Navy Commercial Access Control System (NCACS) in order to gain access to the facility. Information about NCACS may be found at the following website:

[http://www.cnmc.navy.mil/navycni/groups/public/@hq/@cacpmo/documents/document/cnicp\\_a230767.ppt](http://www.cnmc.navy.mil/navycni/groups/public/@hq/@cacpmo/documents/document/cnicp_a230767.ppt).

Contractor employees must be able to obtain a NCACS in accordance with base security requirements. Each employee shall wear the Government issued NCACS badge over the front of the outer clothing. When an employee leaves the Contractor's employ, the employee's NCACS pass shall be returned to the Contracting Officer's Representative or the base Badge and Pass Office within five (5) calendar days. Contractors who do not have a NCACS or Common Access Card (CAC) must be issued a one-day pass daily at the Badge and Pass Office. Issuance of a CAC requires the need for physical access to the installation and logical access to government owned computer systems.

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

(End of clause)

#### **C-4 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES**

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

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

(1) Routine inspection of contractor occupied work spaces.

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

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

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

(d) Trafficking in illegal drug and drug paraphernalia by contract employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

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

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

**C-5 KEY PERSONNEL (DEC 1999) (5252.237-9601)**

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

(b) The Offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 days period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the Contracting Officer. These substitution requests shall provide the information required by paragraph (c) below.

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

(d) There will be seven (7) key personnel labor categories. The Offeror shall identify four (4) Full Time Equivalents (FTEs) at the Bangor, WA facility and the King's Bay, GA facility from any of the following labor categories:

<u>NAME</u>	<u>CONTRACTOR LABOR CATEGORY</u>
██████████	████████████████████
██████████	████████████████████
██████████	████████████████████
██████████	████████████████████
██████████	████████████████████
██████████	████████████████████
██████████	████████████████████
██████████	████████████████████
██████████	████████████████████

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

(f) If the Offeror wishes to add personnel to be used in a labor category then the procedures outlined in paragraph (c) above shall be employed. Adding personnel will only be permitted in the event of an



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indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

### **C-6 DESIRED PERSONNEL QUALIFICATIONS**

The Desired Personnel Qualifications for the labor categories identified by the Government for the performance of this task order are provided at Attachment 2.

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## **SECTION D PACKAGING AND MARKING**

See Clause G-5 Contracting Officer's Representative (COR)

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

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

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

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## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	1/27/2015 - 1/26/2016
7001	1/27/2016 - 1/26/2017
7002	1/27/2017 - 1/26/2018
7003	1/27/2018 - 1/26/2019
9000	1/27/2015 - 1/26/2016
9001	1/27/2016 - 1/26/2017
9002	1/27/2017 - 1/26/2018
9003	1/27/2018 - 1/26/2019

### CLIN - DELIVERIES OR PERFORMANCE

7000 (Base Period):	1/27/2015 - 1/26/2016
7001 (Option 1):	1/27/2016 - 1/26/2017
7002 (Option 2):	1/27/2017 - 1/26/2018
7003 (Option 3):	1/27/2018 - 1/26/2019
7004 (Option 4):	1/27/2019 - 1/26/2020
9000 (Base Period):	1/27/2015 - 1/26/2016
9001 (Option 1):	1/27/2016 - 1/26/2017
9002 (Option 2):	1/27/2017 - 1/26/2018
7003 (Option 3):	1/27/2018 - 1/26/2019
7004 (Option 4):	1/27/2019 - 1/26/2020

Services to be performed hereunder will be provided at Naval Base Kitsap-Bangor, Washington; Naval Base Point Loma, California; and Naval Submarine Base King's Bay, Georgia.

### F-1 PERIODS OF PERFORMANCE (DEC 1999)

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract."

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

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## SECTION G CONTRACT ADMINISTRATION DATA

### DFARS PGI 204.7108 Payment Instruction

#### 252.204-0001 Line Item Specific: Single Funding (Sep 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

### G-1 STANDARD MONTHLY STATUS REPORTS

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item A002. Submissions are due monthly by the 15th of the following month to the addressees identified in CDRL Item A002. This submission may be to a central website.

In addition to the content specified in the CDRL Item, a brief narrative shall be included in the MSR to address the following:

- a) Period Covered by Report
- b) Significant Accomplishments – Description of the technical progress made during that period.
- c) Significant Issues
- d) Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.
- e) Travel Activity

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

### G-2 TYPE OF CONTRACT (DEC 1999) (5252.216-9210)

This is a Cost Plus Fixed Fee, Level of Effort task order.

### G-3 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) (252.232-7006)

(a) Definitions. As used in this clause—

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

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

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

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

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

(1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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

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

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

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

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

Cost Voucher

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

Not Applicable

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

Routing Data Table

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	See Block 15 of the 1155
Issue By DoDAAC	N66001
Admin DoDAAC	See Block 7 of the 1155
Inspect By DoDAAC	N66001
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	HAA245
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA245
Other DoDAAC(s)	N/A

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

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

See Clause G-5

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

Not Applicable

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**SUPPLEMENTAL WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS**

(a) The following Wide Area WorkFlow (WAWF) payment instructions supplement DFARS Clause 252.232-7006 (G-3).

(b) Interim Voucher costs are to be broken down in a clear and logical manner with fully burdened cost information (inclusive of fee). Cost information shall include identification of: 1) all labor categories and individuals utilized during the billing period; 2) number of hours and fully burdened hourly labor rates (including fee) per individual\*; 3) material (consumable and non-consumables) description and fully burdened costs, separated by type; 4) fully burdened travel costs itemized by trip, date and individual; 5) other fully burdened direct costs not separately identified; e.g., reproduction, cell phones, equipment rentals, etc.; 6) subcontractor costs itemized with the same level of detail; and 7) average actual hourly labor rates (total actual fully burdened labor cost/total # hrs performed).

\*In lieu of providing names of individuals, you may choose to assign an “employee code” to each individual. If the aforementioned methodology is chosen the Contracting Officer may require an employee matrix mapping the employee codes to an individual name.

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

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but will submit

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directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of DFARS clause 252.232-7006 by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as an Adobe (.pdf file), Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

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

(e) In accordance with DFARS 204.7104-1 Informational subline item numbers (e.g., 000101, 000102, etc) shall not be priced separately for payment purposes. Therefore, you are reminded to bill at the CLIN level using the applicable ACRN, e.g., AA, AB, AC, etc. DFAS will reject invoices that contain informational subline items.

**G-4 ACTIVITY OMBUDSMAN**

The SPAWAR Systems Center Pacific Ombudsman for this Task Order is:

[REDACTED]

**G-5 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

The SPAWAR Contracting Officer's Representative for this Task Order:

[REDACTED]

Accounting Data

SLINID	PR Number	Amount
7000	130042307100002	10864734.74
LLA :		
AA 97x4930 NH3P 252 77777 0 050120 2F 000000 A00002702975		
9000	130042307100002	792075.00
LLA :		
AA 97x4930 NH3P 252 77777 0 050120 2F 000000 A00002702975		
BASE Funding 11656809.74		
Cumulative Funding 11656809.74		
MOD 01 Funding 0.00		
Cumulative Funding 11656809.74		
MOD 02 Funding 0.00		
Cumulative Funding 11656809.74		
MOD 03 Funding 0.00		
Cumulative Funding 11656809.74		
MOD 04		
7001	130042307100003	10885864.42
LLA :		
AB 97X4930 NH3P 251 77777 0 050120 2F 000000 A00002702975 A00002702975		
9001	130042307100003	813674.25
LLA :		
AB 97X4930 NH3P 251 77777 0 050120 2F 000000 A00002702975 A00002702975		

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MOD 04 Funding 11699538.67  
Cumulative Funding 23356348.41

MOD 05 Funding 0.00  
Cumulative Funding 23356348.41

MOD 06

700201 130042307100004 10934966.32  
LLA :  
AB 97X4930 NH3P 251 77777 0 050120 2F 000000 A00002702975 A00002702975

900201 130042307100004 836413.56  
LLA :  
AB 97X4930 NH3P 251 77777 0 050120 2F 000000 A00002702975 A00002702975

MOD 06 Funding 11771379.88  
Cumulative Funding 35127728.29

MOD 07 Funding 0.00  
Cumulative Funding 35127728.29

MOD 08 Funding 0.00  
Cumulative Funding 35127728.29

MOD 09

7003 130042307100005 10986219.69  
LLA :  
AB 97X4930 NH3P 251 77777 0 050120 2F 000000 A00002702975

9003 130042307100006 859866.61  
LLA :  
AB 97X4930 NH3P 251 77777 0 050120 2F 000000 A00002702975

MOD 09 Funding 11846086.30  
Cumulative Funding 46973814.59

MOD 10 Funding 0.00  
Cumulative Funding 46973814.59

MOD 11 Funding 0.00  
Cumulative Funding 46973814.59



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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)**

- (a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.
- (b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section G, Accounting Data. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.
- (c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

### **H-2 DATA RIGHTS**

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

### **H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (5252.204-9202)**

- (a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSSYSCOM prior to completion of the picture badge request.
- (b) An automobile decal will be issued by SPAWARSSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.
- (c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.
- (d) At the completion of the contract, the contractor shall forward to SPAWARSSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

### **H-4 CONTRACTOR IDENTIFICATION (DEC 1999) (5252.237-9602)**

- (a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.
- (b) Contractor employees are required to clearly identify themselves and the company they work for

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whenever making contact with Government personnel by telephone or other electronic means.

#### **H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010) (5252.227-9207)**

(a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

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

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

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

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

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

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

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

(3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on

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how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;

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

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

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

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

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

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

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RDT&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.
- (16) Reports Generated by the Automated Budget Review System (BRS).
- (17) DD 1414 Base for Reprogramming.
- (18) DD 1416 Report of Programs.
- (19) Contract Award Reports.
- (20) Congressional Data Sheets.
- (21) Any other data or information identified by the Government as PPBS data or information.

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

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component.

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

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

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

**STATEMENT OF NONDISCLOSURE OF PPBS DATA**

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order N00178-04-D-4119-7N06 as the term PPBS is defined in Clause H-7 of that task order to anyone, including other employees of my corporation, without specific written authorization from the Contracting Officer.

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

SIGNATURE \_\_\_\_\_  
TYPED NAME \_\_\_\_\_  
DATE \_\_\_\_\_

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

- (1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service")
- (2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.
- (3) resort to such other rights and remedies as provided for under this contract and under Federal law.

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

(f) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in

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

## **H-7 TECHNICAL INSTRUCTIONS**

(a) Performance of work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative (COR) specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

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

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

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

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

## **H-8 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006) (5252.231-9200 -ALTERNATE II SEP 2001)**

(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.

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The contractor shall submit the travel request in writing to the Contracting Officer's Representative (COR). The COR shall review and approve/disapprove (as appropriate) all travel requests submitted giving written notice of such approval or disapproval to the contractor.

(b) General

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

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

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

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

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

(c) Per Diem

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

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

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain

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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

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

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

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

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

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

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

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

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

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

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

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

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

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



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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-9 LIABILITY INSURANCE--COST TYPE CONTRACTS (OCT 2001) (5252.228-9201)**

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

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

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

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## SECTION I CONTRACT CLAUSES

### I-1 OPTION TO EXTEND SERVICES (FAR 52.217-8) (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of contract expiration.

### I-2 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 (5) years.

### I-3 SUBCONTRACTS (FAR 52.244-2) (JUN 2007)

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

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

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

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

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

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

- (1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or
- (2) Is fixed-price and exceeds –
  - (i) For a contract awarded by the Department of Defense, the Coast Guard or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or
  - (ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and

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Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following contracts:

Notwithstanding the language contained in paragraph (c), written consent from the Contracting Officer is required prior to entering into any subcontract over the simplified acquisition threshold that was not initially proposed.

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other provisions of this contract.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting –
  - (A) The principal elements of the subcontract price negotiations;
  - (B) The most significant considerations controlling establishment of initial or revised prices;
  - (C) The reason cost or pricing data were or were not required;
  - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
  - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of a such defective data on the total price negotiated;
  - (F) The reasons for any significant differences between the Contractor's price objective and the price negotiated and
  - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

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

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

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

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and

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prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

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

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

None.

### ***Alternate I***

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

### **I-4 PAYMENT FOR OVERTIME PREMIUMS (FAR 52.222-2) (JUL 1999)**

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \$3,881,106.02 or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall --

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

### **I-5 TRAINING FOR CONTRACTOR PERSONNEL INTERACTING WITH DETAINEES (DFARS**

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**252.237-7019) (JUN 2013)**

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

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Detainee” means a person in the custody or under the physical control of the Department of Defense on behalf of the United States Government as a result of armed conflict or other military operation by United States armed forces.

“Personnel interacting with detainees” means personnel who, in the course of their duties, are expected to interact with detainees.

(b) *Training requirement.* This clause implements Section 1092 of the National Defense Authorization Act for Fiscal Year 2005 (Pub. L. 108-375).

(1) The Combatant Commander responsible for the area where a detention or interrogation facility is located will arrange for training to be provided to contractor personnel interacting with detainees. The training will address the international obligations and laws of the United States applicable to the detention of personnel, including the Geneva Conventions. The Combatant Commander will arrange for a training receipt document to be provided to personnel who have completed the training.

(2)(i) The Contractor shall arrange for its personnel interacting with detainees to—

(A) Receive the training specified in paragraph (b)(1) of this clause—

(1) Prior to interacting with detainees, or as soon as possible if, for compelling reasons, the Contracting Officer authorizes interaction with detainees prior to receipt of such training; and

(2) Annually thereafter; and

(B) Provide a copy of the training receipt document specified in paragraph (b)(1) of this clause to the Contractor for retention.

(ii) To make these arrangements, the following points of contact apply:

Will be identified at time of travel.

(3) The Contractor shall retain a copy of the training receipt document(s) provided in accordance with paragraphs (b)(1) and (2) of this clause until the contract is closed, or 3 years after all work required by the contract has been completed and accepted by the Government, whichever is sooner.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts, including subcontracts for commercial items, that may require subcontractor personnel to interact with detainees in the course of their duties.

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**I-6 CLAUSES INCORPORATED BY REFERENCE**

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

252.223-7002 SAFETY PRECAUTIONS FOR AMUNITION AND EXPLOSIVES (MAY 1994)

252.223-7003 CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES (DEC 1991)

252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (MAY 2014)

252.225-7043 ANTITERRORISM/FORCE PROTECTION FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

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## **SECTION J LIST OF ATTACHMENTS**

Attachment 1: DD 254 Contract Security Classification Specification, Revision 2, dated 12/28/16

Attachment 2: Desired Personnel Qualifications

Exhibit A: Contract Data Requirements Lists (CDRLs)

Attachment 3: Revised SOW, Dated October 17.