

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**1. CONTRACT ID CODE  
UPAGE OF PAGES  
1 22. AMENDMENT/MODIFICATION NO.  
113. EFFECTIVE DATE  
27-Sep-20184. REQUISITION/PURCHASE REQ. NO.  
13005895445. PROJECT NO. (If applicable)  
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7. ADMINISTERED BY (If other than Item 6) CODE

S2404A

SPAWAR Systems Center, Pacific  
53560 Hull Street  
San Diego CA 92152-5001DCMA 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-4119-7N07

10B. DATED (SEE ITEM 13)

24-Aug-2016

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)

SEE SECTION G

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

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

[ ]

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

[X] C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  
Mutual Agreement of the Parties

[ ] D. OTHER (Specify type of modification and authority)

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

28-Sep-2018

BY

28-Sep-2018

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

**STANDARD FORM 30** (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA

FAR (48 CFR) 53.243

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## GENERAL INFORMATION

The purpose of this modification is to exercise and incrementally fund Option 2, update clause B-3 and extend the Period of Performance for Option 1. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$25,074,941.07 by \$12,011,949.00 to \$37,086,890.07.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
700201	Fund Type - OTHER	0.00	11,574,827.34	11,574,827.34
900201	Fund Type - OTHER	0.00	332,121.66	332,121.66
910201	Fund Type - OTHER	0.00	105,000.00	105,000.00

The total value of the order is hereby increased from \$25,074,941.07 by \$13,973,681.48 to \$39,048,622.55.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7002	0.00	13,536,559.82	13,536,559.82
9002	0.00	332,121.66	332,121.66
9102	0.00	105,000.00	105,000.00

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

CLIN/SLIN	From	To
7001	8/24/2017 - 9/30/2018	8/24/2017 - 10/31/2018
7002	8/24/2018 - 8/23/2019	9/28/2018 - 8/23/2019
9001	8/24/2017 - 9/30/2018	8/24/2017 - 10/31/2018
9002	8/24/2018 - 8/23/2019	9/28/2018 - 8/23/2019
9101	8/24/2017 - 9/30/2018	8/24/2017 - 10/31/2018
9102	9/30/2018 - 9/29/2019	9/28/2018 - 8/23/2019
9103	9/30/2019 - 9/29/2020	8/24/2019 - 8/23/2020

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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	N070	Services in accordance with the Performance Work Statement (PWS) (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$11,440,729.70
700001	N070	Inc. Funding Doc# F3HSP16203G001 (Fund Type - OTHER)					
700002	N070	Inc. Funding Doc# F3HSP17046G001 (Fund Type - OTHER)					
700003	N070	Inc. Funding Doc# F3HSP16203G001 (Fund Type - OTHER)					
700004	N070	Inc. Funding Doc# F3HSP16203G001 (Fund Type - OTHER)					
7001	N070	Services in accordance with the PWS (Option 1) (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$11,616,239.02
7002	N070	Services in accordance with the PWS (Option 2) (Fund Type - OTHER)	1.0	LO	██████████	██████████	\$13,536,559.82
700201	N070	Inc Funding Doc# F3HSP18218G001 (Fund Type - OTHER)					
7003	N070	Services in accordance with the PWS (Option 3) (Fund Type - OTHER)  Option	1.0	LO	██████████	██████████	\$8,113,452.06

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	N070	Miscellaneous Incidental Materials and Equipment (Fund Type - OTHER)	1.0	LO	\$641,495.67
9001	N070	Miscellaneous Incidental Materials and Equipment (Option 1) (Fund Type - OTHER)	1.0	LO	\$1,068,932.77
900101	N070	(Fund Type - OTHER)			
900102	N070	(Fund Type - OTHER)			
900103	N070	(Fund Type - OTHER)			

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9002	N070	Miscellaneous Incidental Materials and Equipment (Option 2) (Fund Type - OTHER)	1.0	LO	\$332,121.66
900201	N070	Funding Doc# F3HSP18218G001 (Fund Type - OTHER)			
9003	N070	Miscellaneous Incidental Materials and Equipment (Option 3) (Fund Type - OTHER)	1.0	LO	\$0.00
		Option			
9100	N070	Relocation Costs (Fund Type - OTHER)	1.0	LO	\$142,235.21
9101	N070	Relocation Costs (Option 1) (Fund Type - OTHER)	1.0	LO	\$165,308.70
910101	N070	Funding (Fund Type - OTHER)			
910102	N070	Funding (Fund Type - OTHER)			
9102	N070	Relocation Costs (Option 2) (Fund Type - OTHER)	1.0	LO	\$105,000.00
910201	N070	Funding Doc# F3HSP18218G001 (Fund Type - OTHER)			
9103	N070	Relocation Cost (Option 3) (Fund Type - OTHER)	1.0	LO	\$45,000.00
		Option			

### 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) for Incidental Materials and Equipment (CLINs 9000, 9001, 9002 and 9003). The Government reserves the right to increase the ODC CLINs.

### B-3 PAYMENT OF FIXED FEE (COMPLETION TYPE) (JUN 2017)

FIXED FEE: .Option 1- [REDACTED] Option 2- [REDACTED]; Option 3 (if exercised)- [REDACTED] The Government shall make payment to the Contractor when requested as work progresses, but no more frequently than biweekly, on account of the fixed fee, equal to six (6) percent of the amounts invoiced by the Contractor under the "Allowable Cost and Payment" clause hereof for the related period, subject to the withholding provisions of paragraph (b) of the "Fixed Fee" clause. In the event of discontinuance of the work in accordance with clause of this contract entitled "Limitation of Funds," the fixed fee shall be redetermined by mutual agreement equitably to reflect the diminution of the work performed; the amount by which such fixed fee is less than, or exceeds payments previously made on account of fee, shall be paid, or repaid by, the Contractor, as the case may be.

(End of clause)

### B-4 LIMITATION OF LIABILITY – INCREMENTAL FUNDING (JAN 1992) (5252.232-9210)

- (a) This task order is incrementally funded with respect to both cost and fee.
- (b) The amounts presently available and allotted to this task order for payment of cost and fee are as follows:

<u>ITEM(S)</u>	<u>AMOUNT ALLOTTED (COST AND FEE)</u>
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<b>7000</b>	<b>[REDACTED]</b>
<b>7000</b>	<b>[REDACTED]</b>
<b>9000</b>	<b>\$ 641,495.67</b>
<b>9100</b>	<b>\$ 142,235.21</b>
<b>7001</b>	<b>[REDACTED]</b>
<b>7001</b>	<b>[REDACTED]</b>
<b>9001</b>	<b>\$ 1,068,932.77</b>
<b>9101</b>	<b>\$ 165,308.70</b>
<b>7002</b>	<b>[REDACTED]</b>
<b>7002</b>	<b>[REDACTED]</b>
<b>9002</b>	<b>\$ 332,121.66</b>
<b>9102</b>	<b>\$ 105,000.00</b>

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

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

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **C-1 SPECIFICATIONS/STATEMENT OF WORK**

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

### **C-2 QUALITY ASSURANCE PLAN**

(1) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Contracting Officer's Representative (COR) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the task order term. The Quality Assurance Surveillance Plan (QASP) is included as Attachment 6 to this solicitation and will be included in the task order award.

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

The work to be performed and work products under this contract are all at the SECRET level and below. However, as delineated in the DD Form 254, Attachment No. 2, all individuals supporting this task with the exception of AutoCAD, Logistics, and Warehousing Support (i.e. PWS paragraphs 5.1.5-5.1.7 and 5.2.10-5.2.12) must be cleared to the TOP SECRET/SCI level because on-site work performed in the new C2F will be predominately in active SCIF areas.

In addition to the requirements of the FAR 52.204-2 "Security Requirements" clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the SPAWARSSYSCOM Security Officer.

### **C-4 CYBERSECURITY(CS) (formerly referred to as Information Assurance)**

The contractor must follow DoD instruction DFARS 252.239-7001 Information Assurance Contractor Training and Certification, in solicitations and contracts involving contractor performance of information assurance functions as described in DoD 8570.01-M and DFARS 239.7102-3 Information Assurance Contractor Training and Certification. See section 6.0 of the PWS for additional Cybersecurity requirements.

### **C-5 WORKWEEK (APR 2012) (5252.222-9200)**

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at 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 work hours at SSC Pacific unless differing hours are specified on the individual task orders. The contractor is not required to maintain the same hours as Government employees; however, contractor employees performing work at SSC Pacific must work during the normal workweek. The following is a list of holidays observed by the Government:

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

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

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

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not 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 during a week. Therefore, during the SSC Pacific off-Friday (36 hour) week overtime will not be paid for non-exempt employees. During the work-Friday week (44 hour) the contractor is to schedule work so as not to incur overtime charges during the normal work week unless authorized in writing by the Government to do so. An example of this would be for contractor personnel to work during the hours of 7:45 AM to 4:15 PM Monday through Thursday and 7:15 AM to 3:45 PM Friday during the work-Friday week. The contractor may also elect to configure the workforce in such a way that no single employee exceeds 40 hours during a normal week even though normal SSC Pacific hours are maintained both weeks.

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

## **C-6 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:

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- (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-8 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) List of Key Personnel

<b>Name</b>	<b>Labor Category</b>
Susanta Hota (SAIC)	Sr. Systems Engineer
Ceron Lawrence (SAIC)	Sr. Systems Engineer



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Matthew Bartos (TEK)	Analyst/Engineer/Scientist
Kevin Lane (SAIC)	Analyst/Engineer/Scientist
Kim Krause (SAIC)	Analyst/Engineer/Scientist
Christopher Gutz (SAIC)	Analyst/Engineer/Scientist
Christopher Southall (SAIC)	Analyst/Engineer/Scientist
Nathan Hanson (SAIC)	Systems Engineer
Kasey Linden (VMWare)	Systems Engineer
Gary Johnson (SAIC)	Systems Engineer

(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 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.

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## **SECTION D PACKAGING AND MARKING**

### **D-1 SHIP TO INFORMATION**

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

All deliverables shall be packaged and marked in accordance with 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	8/24/2016 - 12/31/2017
7001	8/24/2017 - 10/31/2018
7002	9/28/2018 - 8/23/2019
9000	8/24/2016 - 12/31/2017
9001	8/24/2017 - 10/31/2018
9002	9/28/2018 - 8/23/2019
9100	8/24/2016 - 12/31/2017
9101	8/24/2017 - 10/31/2018
9102	9/28/2018 - 8/23/2019

### CLIN - DELIVERIES OR PERFORMANCE

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

7000 8/24/2016 - 12/31/2017  
9000 8/24/2016 - 12/31/2017  
9100 8/24/2016 - 12/31/2017

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

7001 8/24/2017 - 10/31/2018  
7002 9/28/2018 - 8/23/2019  
7003 8/24/2019 - 8/23/2020  
9001 8/24/2017 - 10/31/2018  
9002 9/28/2018 - 8/23/2019  
9003 8/24/2019 - 8/23/2020  
9101 8/24/2017 - 10/31/2018  
9102 9/28/2018 - 8/23/2019  
9103 8/24/2019 - 8/23/2020

### 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

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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

### 252.204-0002 Line Item Specific: Sequential ACRN Order (Sep 2009)

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

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

This is a Cost Plus Fixed Fee (CPFF) 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

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

Not Applicable

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(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 DD1155
Issue By DoDAAC	N66001
Admin DoDAAC	See Block 7 of the DD1155
Inspect By DoDAAC	N66001
Ship To Code	Not Applicable
Ship From Code	Not Applicable
Mark For Code	Not Applicable
Service Approver (DoDAAC)	HAA50W on all interim vouchers; HAA50W and S2404A DCMA on the final voucher
Service Acceptor (DoDAAC)	Not Applicable
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	HAA50W
Other DoDAAC(s)	Not Applicable

(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.

Please include the e-mail address identified in clause G-5 below.

(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,

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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 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., 700001, 700002, 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]

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



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Accounting Data

SLINID	PR Number	Amount
700001	130058954400001	5735290.48
LLA :		
AA 5763080 176 32998 3 314SG8 OH F27561 633255F66710 0F67100ALDAAFSR009650 667100		
9000	130058954400002	1279200.00
LLA :		
AA 5763080 176 32998 3 314SG8 OH F27561 633255F66710 0F67100ALDAAFSR009650 667100		
Standard Number: F3HSP16203G001		
9100	130058954400003	985509.52
LLA :		
AA 5763080 176 32998 3 314SG8 OH F27561 633255F66710 0F67100ALDAAFSR009650 667100		
Standard Number: F3HSP16203G001		

BASE Funding 8000000.00  
Cumulative Funding 8000000.00

MOD 01 Funding 0.00  
Cumulative Funding 8000000.00

MOD 02 Funding 0.00  
Cumulative Funding 8000000.00

MOD 03

700002	130058954400004	4268352.23
LLA :		
AA 5763080 176 32998 3 314SG8 OH F27561 633255F66710 0F67100ALDAAFSR009650 667100		
Standard Number: F3HSP16203G001		

MOD 03 Funding 4268352.23  
Cumulative Funding 12268352.23

MOD 04

700003	130058954400002	634895.64
LLA :		
AA 5763080 176 32998 3 314SG8 OH F27561 633255F66710 0F67100ALDAAFSR009650 667100		
700004	130058954400003	802191.35
LLA :		
AA 5763080 176 32998 3 314SG8 OH F27561 633255F66710 0F67100ALDAAFSR009650 667100		
9000	130058954400002	(634895.64)
LLA :		
AA 5763080 176 32998 3 314SG8 OH F27561 633255F66710 0F67100ALDAAFSR009650 667100		
Standard Number: F3HSP16203G001		
9100	130058954400003	(802191.35)
LLA :		
AA 5763080 176 32998 3 314SG8 OH F27561 633255F66710 0F67100ALDAAFSR009650 667100		
Standard Number: F3HSP16203G001		

MOD 04 Funding 0.00  
Cumulative Funding 12268352.23

MOD 05

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7001 130058954400005 14179232.19  
 LLA :  
 AB 5773080 177 32998 3 314SG8 0H F27561 633255F66710 0F67100ALDAAAFSR012831 667100  
 Standard Number: F3HSP17191G002

910101 130058954400007 550278.78  
 LLA :  
 AB 5773080 177 32998 3 314SG8 0H F27561 633255F66710 0F67100ALDAAAFSR012831 667100  
 Standard Number: F3HSP17191G002

910102 130058954400005 3.00  
 LLA :  
 AB 5773080 177 32998 3 314SG8 0H F27561 633255F66710 0F67100ALDAAAFSR012831 667100  
 Standard Number: F3HSP17191G002

MOD 05 Funding 14729513.97  
 Cumulative Funding 26997866.20

MOD 06 Funding 0.00  
 Cumulative Funding 26997866.20

MOD 07

7001 130058954400005 (2618882.97)  
 LLA :  
 AB 5773080 177 32998 3 314SG8 0H F27561 633255F66710 0F67100ALDAAAFSR012831 667100  
 Standard Number: F3HSP17191G002

910101 130058954400007 (271738.62)  
 LLA :  
 AB 5773080 177 32998 3 314SG8 0H F27561 633255F66710 0F67100ALDAAAFSR012831 667100  
 Standard Number: F3HSP17191G002

910102 130058954400005 (3.00)  
 LLA :  
 AB 5773080 177 32998 3 314SG8 0H F27561 633255F66710 0F67100ALDAAAFSR012831 667100  
 Standard Number: F3HSP17191G002

MOD 07 Funding -2890624.59  
 Cumulative Funding 24107241.61

MOD 08

9000 130058954400002 (2808.69)  
 LLA :  
 AA 5763080 176 32998 3 314SG8 0H F27561 633255F66710 0F67100ALDAAAFSR009650 667100  
 Standard Number: F3HSP16203G001

900101 130058954400006 1279200.00  
 LLA :  
 AB 5773080 177 32998 3 314SG8 0H F27561 633255F66710 0F67100ALDAAAFSR012831 667100  
 Standard Number: F3HSP17191G002

900102 130058954400002 2808.69  
 LLA :  
 AA 5763080 176 32998 3 314SG8 0H F27561 633255F66710 0F67100ALDAAAFSR009650 667100  
 Standard Number: F3HSP16203G001

900103 130058954400003 41082.96  
 LLA :  
 AA 5763080 176 32998 3 314SG8 0H F27561 633255F66710 0F67100ALDAAAFSR009650 667100  
 Standard Number: F3HSP16203G001

9100 130058954400003 (41082.96)  
 LLA :  
 AA 5763080 176 32998 3 314SG8 0H F27561 633255F66710 0F67100ALDAAAFSR009650 667100  
 Standard Number: F3HSP16203G001

MOD 08 Funding 1279200.00  
 Cumulative Funding 25386441.61

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MOD 09 Funding 0.00  
Cumulative Funding 25386441.61

MOD 10

7001 130058954400005 55889.80  
LLA :  
AB 5773080 177 32998 3 314SG8 0H F27561 633255F66710 0F67100ALDAAFSR012831 667100  
Standard Number: F3HSP17191G002

900101 130058954400006 (254158.88)  
LLA :  
AB 5773080 177 32998 3 314SG8 0H F27561 633255F66710 0F67100ALDAAFSR012831 667100  
Standard Number: F3HSP17191G002

910101 130058954400007 (113231.46)  
LLA :  
AB 5773080 177 32998 3 314SG8 0H F27561 633255F66710 0F67100ALDAAFSR012831 667100  
Standard Number: F3HSP17191G002

MOD 10 Funding -311500.54  
Cumulative Funding 25074941.07

MOD 11

700201 130058954400008 11574827.34  
LLA :  
AC 5763080 176 32998 3 314SG8 0H F27561 633255F66710 0ALDAAFSR009650PSR195 667100  
Standard Number: F3HSP18218G001

900201 130058954400009 332121.66  
LLA :  
AC 5763080 176 32998 3 314SG8 0H F27561 633255F66710 0ALDAAFSR009650PSR195 667100  
Standard Number: F3HSP18218G001

910201 130058954400010 105000.00  
LLA :  
AC 5763080 176 32998 3 314SG8 0H F27561 633255F66710 0ALDAAFSR009650PSR195 667100  
Standard Number: F3HSP18218G001

MOD 11 Funding 12011949.00  
Cumulative Funding 37086890.07

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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-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 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,

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by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

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

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

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

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

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

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

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

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

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

#### **STATEMENT OF NONDISCLOSURE OF PPBS DATA**

I will not divulge Planning, Programming and Budgeting System (PPBS) Information available to me through Task Order (INSERT NUMBER) as the term PPBS is defined in Clause H-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,

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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 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.

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## H-8 ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor's basic SeaPort IDIQ contract is incorporated into this task order by reference.

## H-14 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.

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



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travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

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

(c) Per Diem

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

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

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

(d) Transportation

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

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

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

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel

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

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

(6) Definitions:

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

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

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

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

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

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

(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.

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

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

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

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

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

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

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

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

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

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## SECTION I CONTRACT CLAUSES

### I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT. (52.217-9) (MAR 2008)

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

### 52.244-2 SUBCONTRACTS (OCT 2010)

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds—

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

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

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

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

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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 certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

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

(vii) A negotiation memorandum reflecting—

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

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

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

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

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

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

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

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

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

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

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

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

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

Leidos Corporation and NorthTide Group, LLC.

**Harris IT Services Corporation**

NetApp, Inc, TEKsystems, and VMware are approved subcontractors, but are not authorized to receive cost reimbursable contracts.

(End of clause)

**I-2 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEV 2016-O0003) (OCT 2015) (252.203-7997)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or that other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibition as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

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## **SECTION J LIST OF ATTACHMENTS**

Exhibit A - Contract Data Requirements List (CDRL)

Attachment 1 - Performance Work Statement (PWS) Rev 1

Attachment 2 - DD254 Rev 1

Attachment 3 - Quality Assurance Surveillance Plan (QASP)