

2. AMENDMENT/MODIFICATION NO. 04	3. EFFECTIVE DATE 03-Feb-2014	4. REQUISITION/PURCHASE REQ. NO. N0003322286101	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY MILITARY SEALIFT COMMAND HQ	CODE N00033	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas	CODE S2404A

914 CHARLES MORRIS CT, SE  
WASHINGTON NAVY YARD DC 20398-5540  
tiffany.wulfsohn@navy.mil 202-685-5575

10500 BATTLEVIEW PARKWAY, SUITE 200  
MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) SCIENCE APPLICATIONS INTERNATIONAL CORP 1710 SAIC Drive McLean VA 22102-3703  CAGE CODE      5UTP8      FACILITY CODE		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO.  N00178-04-D-4119-EL01
		10B. DATED (SEE ITEM 13)  14-May-2012

**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.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.)SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) FAR 49.109-4 No Cost settlement

E. IMPORTANT: Contractor  is not,  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)  ██████████, Contract Representative	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)  Viphalac C Dickover, Contracting Officer
15B. CONTRACTOR/OFFEROR  ██████████ (Signature of person authorized to sign)	15C. DATE SIGNED 14-Feb-2014
	16B. UNITED STATES OF AMERICA BY /s/Viphalac C Dickover (Signature of Contracting Officer)
	16C. DATE SIGNED 14-Feb-2014

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## GENERAL INFORMATION

The purpose of this modification is to execute a no-cost settlement to the Government in accordance with FAR 49.109-4. Additionally, remaining funds are deobligated and the task order is hereby closed out. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

All other terms and conditions will remain unchanged and in full effect.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$37,862.60 by \$19,399.57 to \$18,463.03.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400101	O&MN,N	20,000.00	(1,536.97)	18,463.03
630102	O&MN,N	17,862.60	(17,862.60)	0.00

The total value of the order is hereby increased from \$19,928,606.00 by \$0.00 to \$19,928,606.00.

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4001	D307	Base Year - Labor FY 2012 (O&MN,N)					
400101	D307	(O&MN,N)					
400102	D307	(O&MN,N)					
400103	D307	(O&MN,N)					
400104	D307	(O&MN,N)					
400105	D307	(O&MN,N)					
4101	D307	Option Year 1 - Labor FY 2013 (Fund Type - TBD) Option					
4201	D307	Option Year 2 - Labor FY 2014 (Fund Type - TBD) Option					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6001	D307	Base Year - Travel FY 2012 (O&MN,N)	1.0	LO	
600101	D307	Travel funding - Base Period (O&MN,N)			
6101	D307	Option Year 1 - Travel FY 2013 (Fund Type - TBD) Option	1.0	LO	
6201	D307	Option Year 2 - Travel	1.0	LO	

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FY 2014 (Fund  
Type - TBD)  
Option

6301	D307	Base Year - ODCs (Consumables, Vendor Technical Support, Spare/Repair Parts, Shipping Charges, Ship's Security Alert Systems (SSAS) Requirements, and Warehouse Space) FY 2012 (O&MN,N)	1.0	LO	██████████
630101	D307	ODCs - Base Period (O&MN,N)			
630102	D307	Defense Base Act - Base Period (O&MN,N)			
6401	D307	Option Year 1 - ODCs (Consumables, Vendor Technical Support, Spare/Repair Parts, Shipping Charges, Ship's Security Alert Systems (SSAS) Requirements, and Warehouse Space) FY 2013 (Fund Type - TBD) Option	1.0	LO	██████████
6501	D307	Option Year 2 - ODCs (Consumables, Vendor Technical Support, Spare/Repair Parts, Shipping Charges, Ship's Security Alert Systems (SSAS) Requirements, and Warehouse Space) FY 2014 (Fund Type - TBD) Option	1.0	LO	██████████
6601	D307	Base Year - Defense Base Act	1.0	LO	\$0.00

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Insurance  
FY 2012 (O&MN,N)

6701 D307 Option Year 1 - 1.0 HR \$0.00  
DBA Insurance  
FY 2013 (Fund  
Type - TBD)  
Option

6801 D307 Option Year 2 - 1.0 HR \$0.00  
DBA Insurance  
FY 2014 (Fund  
Type - TBD)  
Option

### **B-1 ADDITIONAL SLINS**

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

### **B-2 OTHER DIRECT COSTS**

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

### **B-3 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT-TERM)**

(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours, but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this Task Order is **SEE TABLE BELOW** hours. The **SEE TABLE BELOW** direct labor hours include **zero** 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 FAR clause 52.216-8 "Fixed Fee," 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.

YEAR	CLIN	FIXED FEE	HOURS	FEE PER DIRECT HOUR
Base Year	4001	TBD	313,524	\$3.19
Option 1	4101	TBD	313,524	\$3.26
Option 2	4201	TBD	313,524	\$3.32

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.

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

**B-4 LIMITATION OF LIABILITY – INCREMENTAL FUNDING**

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

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

<u>ITEM(S)</u>	<u>AMOUNT ALLOTTED (COST AND FEE)</u>
4001	██████████
6001	██████████
6401	██████████

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

(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 QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

(a) Objective: The purpose of this plan is to provide a quality assurance plan for the services contracted under this Task Order. This plan provides a basis for the Task Order Manager (TOM) to evaluate the quality of the contractor's performance. The oversight provided for in this plan, and the remedy established, will help ensure that service levels are of high quality throughout the Task Order term. The Quality Assurance Surveillance Plan is provided as Attachment J-2.

### **C-2 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-3 ACCESSIBILITY OF ELECTRONIC AND INFORMATION TECHNOLOGY**

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

36 C.F.R. § 1194.21 (Software applications and operating systems)

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36 C.F.R. § 1194.22 (Web-based intranet and internet information and applications)

36 C.F.R. § 1194.23 (Telecommunications products)

36 C.F.R. § 1194.24 (Video and multimedia products)

36 C.F.R. § 1194.25 (Self contained, closed products)

36 C.F.R. § 1194.26 (Desktop and portable computers)

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

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

#### C-4 LABOR CATEGORY IDENTIFICATION

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

Labor Category	Offeror Corresponding Labor Category
Senior Information Technology (IT) Analyst	Info Tech/Telecom
Journeyman IT Analyst	Info Tech/Telecom
Apprentice IT Analyst	Info Tech/Telecom
Junior IT Analyst	Info Tech/Telecom
Senior Enterprise Administrator	Info Tech/Telecom
Junior Enterprise Administrator	Info Tech/Telecom
Senior Subject Matter Expert	Info Tech/Telecom
Subject Matter Expert	Info Tech/Telecom
Senior Technician	Info Tech/Telecom
Journeyman Technician	Info Tech/Telecom
Technician	Other - Technical



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Junior Technician

Other - Technical

Clerical (Administrative Specialist III)

Other - Administrative

Technical Writer

Other - Technical

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## **SECTION D PACKAGING AND MARKING**

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**

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

#### **CLAUSES INCORPORATED BY REFERENCE**

52.246-3	Inspection Of Supplies – Cost-Reimbursement	MAY 2001
52.246-5	Inspection Of Services – Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

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## SECTION F DELIVERABLES OR PERFORMANCE

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

4001	5/14/2012 - 5/13/2013
6001	5/14/2012 - 5/13/2013
6301	5/14/2012 - 5/13/2013
6601	5/14/2012 - 5/13/2013

### CLIN – DELIVERIES OR PERFORMANCE

The period of performance for the following **Base Year** Items are as follows:

4001	5/14/2012 – 5/13/2013
6001	5/14/2012 – 5/13/2013
6301	5/14/2012 – 5/13/2013
6601	5/14/2012 – 5/13/2013

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

4101	5/14/2013 – 5/13/2014	<b>(Option Year 1)</b>
6101	5/14/2013 – 5/13/2014	
6401	5/14/2013 – 5/13/2014	
6701	5/14/2013 – 5/13/2014	
4201	5/14/2014 – 5/13/2015	<b>(Option Year 2)</b>
6201	5/14/2014 – 5/13/2015	
6501	5/14/2014 – 5/13/2015	
6801	5/14/2014 – 5/13/2015	

### F-1 PERIOD OF PERFORMANCE

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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## **F-2 PLACE OF PERFORMANCE**

The Place of Performance is addressed in the Performance Work Statement, Attachment J-1, paragraph 5.

## **F-3 MILESTONES/DELIVERABLES**

Deliverables are addressed in the Performance Work Statement, Attachment J-1, paragraph 7.1.

## **F-4 PLACE OF DELIVERY**

Originals of all correspondence requiring signature, such as copies of invoices, monthly status reports, etc. shall be delivered to the Task Order Manager (TOM) at the following address:

Name: Mr. David Chase, N6445  
Address: Military Sealift Fleet Support Command  
471 East C Street  
Bldg SP-64  
Norfolk, VA 23511-2419

Telephone: (757) 443-2945

E-mail: [david.chase@navy.mil](mailto:david.chase@navy.mil)

As directed by Task Order, deliverables may be electronically submitted to the Task Order Manager at the address above, with a copy to the Contracting Officer:

Name: David F. Little  
Address: Military Sealift Command  
914 Charles Morris Court, SE  
Washington Navy Yard, DC, 20398-5540

Telephone: (202) 685-5575

E-mail: [david.f.little@navy.mil](mailto:david.f.little@navy.mil)

## **F-5 WRITTEN DELIVERABLES**

The contractor shall review, approve, and sign all draft and final documents before being delivered to the Government.

## **F-6 FORMAT FOR DELIVERABLES**

The format for deliverables is addressed in the Performance Work Statement, paragraph 7.

## **CLAUSES INCORPORATED BY REFERENCE**

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52.242-15 Alt I  
52.247-34

Stop-Work Order (Aug 1989) Alternate I  
F.O.B. Destination

APR 1984  
NOV 1991

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## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 INVOICE REQUIREMENTS

#### MSC WIDE AREA WORKFLOW (WAWF) INSTRUCTIONS (APR 2012)

To implement DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008), Military Sealift Command (MSC) utilizes Wide Area WorkFlow (WAWF) to electronically process vendor requests for payment. This application allows DoD vendors to submit and track Invoices and Receipt/Acceptance documents, if applicable, electronically.

The Contractor is required to utilize this system when processing invoices and receiving reports, if applicable, under this contract/order, unless an exception at DFARS 252.232-7003(c) applies. The Contractor shall:

(i) ensure an Electronic Business Point of Contact is designated in Central Contractor Registration (CCR) at <http://www.ccr.gov>.

(ii) register to use WAWF at the <https://wawf.eb.mil> site, within ten (10) calendar days after award of this contract or modification. Step by step procedures to register are available at the <https://wawf.eb.mil> site.

(iii) ensure review of the MSC WAWF Vendor Guide, available at the MSC site <http://www.procurement.msc.navy.mil> under the references section.

In the event you have WAWF questions, contact the MSC WAWF point of contact (POC) at [MSCHQ\\_WAWF@navy.mil](mailto:MSCHQ_WAWF@navy.mil).

*NOTE: The POC identified above is for WAWF issues only. Any other contracting questions/problems should be addressed to the Contracting Officer or other person identified in the contract to who questions are to be addressed.*

The Contractor is directed to use the **Cost Voucher** format when processing invoices and receiving reports, if applicable.

This contract/order DOES require submission of Material Inspection and Receiving Reports (MIRR) DFARS Clause 252.246-7000; therefore, the vendor IS required to process receiving reports in WAWF under this contract/order.

The information contained in the table below is for WAWF purposes only. If any information included in these instructions, e.g., Ship to DoDAAC, contradicts information elsewhere in this contract, those other terms shall take precedence for any matter other than invoicing and receiving reports, if applicable.

When entering the invoice into WAWF, the Contractor shall fill in the following DoDAAC fields or DoDAAC extensions exactly as shown in the table below. Fields that should not be filled in when entering the invoice into WAWF will be indicated below with the direction, "Leave Blank."

WAWF Routing Table	
Contract Number	N00178-04-D-4119
Delivery Order	EL01
Cage Code/Ext	5UTP8
Pay DoDAAC	N00033
Issue Date	05/08/2012
Admin By DoDAAC	N00033
Issued By DoDAAC	N00033





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[REDACTED]

(b) The TOM is a representative of the Contracting Officer and is responsible for the following:

- 1) Providing Technical Direction for the accomplishment of work.
- 2) Determining that hours invoiced reflect hours actually worked per labor category.
- 3) Conducting final inspection and acceptance of all deliverables under the contract.
- 4) Participating in the administration of this contract.

(c) The TOM will represent the Contracting Officer in the administration of technical details within the scope of this contract and will perform inspection and acceptance of all deliverables. The TOM is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The TOM does not have the authority to alter the Contractor's obligations or change the specifications in the contract or issue Task Orders. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, the contractor must contact the Contracting Officer in writing with a detailed explanation. Once a modification is issued in writing and signed by the Contracting Officer the Contractor can continue with the work. The TOM is responsible for reviewing the invoices submitted by the Contractor and informing the Contracting Officer of areas where exceptions are to be taken. The TOM authority is nondelegable. The TOM may be personally liable for unauthorized acts.

(d) The designated Government personnel below are the authorized TPOC's for this contract:

NAME: \*  
CODE: \*  
ADDRESS: \*  
PHONE: \*  
FAX: \*  
E-MAIL: \*

**\* To be determined.**

#### **G-4 PROCEDURES FOR TECHNICAL DIRECTION**

(a) Technical Direction may be provided to the Contractor by the Contracting Officer or the TOM during the term (term is defined as the period of performance for the basic contract and any options that may be exercised) of this contract. Technical Direction will provide specific information relating to the tasks contained in the Statement of Work and will be provided to the contractor in writing. Any Technical Direction issued hereunder will be subject to the terms and conditions of the contract. The contract shall control in the event of conflict with any Technical Direction issued hereunder, and cannot be modified by any Technical Direction.

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

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- 1) Date of issuance of Technical Direction;
- 2) Applicable contract number/task order;
- 3) Technical Direction identification number;
- 4) Description of Technical Direction;
- 5) Signature of the TOM (Authorization by TOM or via e-mail with authentication signature)

(c) If the contractor considers the technical direction to be outside the scope of the contract, he shall notify the TOM immediately. In the case of the direction requiring work that is out of the scope of the contract, the contractor shall not proceed with the effort unless and until the Contracting Officer executes a contract modification to include the change in scope.

#### **G-5 CONTRACTOR PERFORMANCE APPRAISAL REPORTING SYSTEM**

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

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

#### **G-6 MSC CHECK IN/OUT**

The contractor shall adhere to MSC check in/out procedures for the termination and/or collection of all Public Key Infrastructure (PKI), Common Access Card (CAC), PKI SOFTWARE CERTIFICATES, MSC Badges, Parking Passes, and Parking Decals, provided to MSC support contractors – both on site and off site, which provide access to Government resources and are sponsored or issued by MSC.

#### Accounting Data

SLINID	PR Number	Amount
400101	N0003321236103	██████████
LLA :		
AA 97 X 4930 FD20 000 00033 0 000033 2F000000000000000000		
600101	N0003321236101	██████████
LLA :		
AA 97 X 4930 FD20 000 00033 0 000033 2F000000000000000000		

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630101 N0003321236102 [REDACTED]  
 LLA :  
 AA 97 X 4930 FD20 000 00033 0 000033 2F000000000000000000

630102 N0003321236104 [REDACTED] 0  
 LLA :  
 AA 97 X 4930 FD20 000 00033 0 000033 2F000000000000000000

BASE Funding [REDACTED]  
 [REDACTED]

MOD 01 Funding 0.00  
 Cumulative Funding [REDACTED]

MOD 02

400101 N0003321236103 ([REDACTED])  
 LLA :  
 AA 97 X 4930 ND2A 000 00033 0 000033 2F000000000000000000

400102 N0003321236103 [REDACTED]  
 LLA :  
 AA 97 X 4930 ND2A 000 00033 0 000033 2F000000000000000000

400103 N0003321236103 [REDACTED]  
 LLA :  
 AA 97 X 4930 FD20 000 00033 0 000033 2F000000000000000000

400104 N0003321236103 [REDACTED]  
 LLA :  
 AA 97 X 4930 ND2A 000 00033 0 000033 2F000000000000000000

400105 N0003321236103 [REDACTED]  
 LLA :  
 AA 97 X 4930 FD20 000 00033 0 000033 2F000000000000000000

MOD 02 Funding 0.00  
 Cumulative Funding [REDACTED]

MOD 03

400101 N0003321236103 [REDACTED]  
 LLA :  
 AB 97 X 4930 ND2A 000 00033 0 000033 2F000000000000000000

400102 N0003321236103 [REDACTED]  
 LLA :  
 AB 97 X 4930 ND2A 000 00033 0 000033 2F000000000000000000

400103 N0003321236103 [REDACTED]  
 LLA :  
 AA 97 X 4930 FD20 000 00033 0 000033 2F000000000000000000

400104 N0003321236103 [REDACTED]  
 LLA :  
 AB 97 X 4930 ND2A 000 00033 0 000033 2F000000000000000000

400105 N0003321236103 [REDACTED]  
 LLA :  
 AA 97 X 4930 FD20 000 00033 0 000033 2F000000000000000000

600101 N0003321236101 [REDACTED]  
 LLA :  
 AA 97 X 4930 FD20 000 00033 0 000033 2F000000000000000000

630101 N0003321236102 [REDACTED]  
 LLA :  
 AA 97 X 4930 FD20 000 00033 0 000033 2F000000000000000000

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630102 N0003321236104 [REDACTED]  
LLA :  
AA 97 X 4930 FD20 000 00033 0 000033 2F000000000000000000

MOD 03 Funding - [REDACTED]  
[REDACTED]

MOD 04

400101 N0003321236103 [REDACTED]  
LLA :  
AB 97 X 4930 ND2A 000 00033 0 000033 2F000000000000000000

630102 N0003321236104 [REDACTED]  
LLA :  
AA 97 X 4930 FD20 000 00033 0 000033 2F000000000000000000

MOD 04 Funding - [REDACTED]  
[REDACTED]

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H-1 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED**

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

### **H-2 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER**

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

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

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

\*NAME David F. Little

\*ADDRESS Military Sealift Command, 914 Charles Morris Court, SE, Washington Navy Yard, DC 20398-5540

\*TELEPHONE (202) 685-5575

### **H-3 CONTRACTOR IDENTIFICATION**

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

(2) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(3) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas

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for Contractor or subcontractor personnel.

#### **H-4 KEY PERSONNEL**

(1) The Contractor agrees to assign to this contract those key personnel listed in paragraph (4) below. No substitutions shall be made except in accordance with this clause.

(2) The Contractor 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 (3) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (3) below.

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

(4) List of Approved Key Personnel (to be added at time of award and will be based upon proposal).

(5) 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.

(6) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (3) above.

#### **H-5 PERSONNEL RESUMES**

The Contractor shall provide individual and corporate experience and expertise commensurate with the technical requirements of this contract. Key personnel must be available for assignment to this contract at contract award. Those considered to be key personnel are specified in the clause entitled "Key Personnel." The experience of personnel proposed must be equal to (or exceed) the level specified elsewhere in this contract and equal (or exceed) the level specified in

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the PWS. Resumes that exceed the Government's minimum requirements will become the applicable Government standard at contract award and will be the established standard for contract performance.

All contractor personnel changes (additions, removals, substitutions), other than personnel designated as "Key Personnel" shall be made in writing to the COR/ACOR fifteen (15) days in advance of the effective date of the personnel change, unless otherwise agreed by the COR. A transition plan outlining how duties will be transitioned/covered during the affected time period shall accompany such written advance notice. The transition plan shall fully address risk management during the affected time period.

#### **H-6 TASK ORDER (TO) CLOSE-OUT**

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

#### **H-7 REIMBURSEMENT OF TRAVEL (APPLICABLE TO CLINs 6001, 6101 and 6201)**

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

Any travel under this task order must be specifically requested in writing, by the Contractor prior to incurring any travel costs. The travel request shall be submitted three weeks in advance, when possible, prior to incurring any travel costs, and shall include as a minimum, the following:

- (a) Contract/task order number
- (b) Date, time, and place of proposed travel
- (c) Purpose of travel and how it relates to the task order
- (d) Contractor's estimated cost of travel
- (e) Name(s) of individual(s) traveling and;
- (f) A breakdown of estimated travel and per diem charges.

The Contractor shall submit the travel request in writing to the 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.

##### (2) General

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 task order. The costs for travel, subsistence, and lodging shall be reimbursed to the Contractor IAW the Federal Acquisition Regulation (FAR) 31.205-46. Reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

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

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

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

### (3) Per Diem

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

Costs for subsistence and lodging shall be paid to the Contractor only to the extent that overnight stay are necessary and authorized in writing by the Government for performance of the work under this task order. 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. The Contracting Officer Representative (COR) will evidence government's authorization by written notice of approval.

Reimbursement to the Contractor for per diem shall be limited to payments to employees for authorized per diem, as described above, not to exceed the authorized per diem. 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. Fractional billing shall be on a 1/4, 1/2, and 3/4 basis. The Contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments.

### (4) Transportation

For transportation other than described in subparagraph (d)(4) below, 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 task order and is authorized in writing by the Government. Government authorization will be by written notice of approval from the Contracting Officer Representative (COR).

When transportation by privately owned conveyance 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. Government authorization will be by written notice of approval from the Contracting Officer Representative (COR).



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The Contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and IAW 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.

(5) Work Performed on Vessels Underway

The Government may require the Contractor to perform tasks onboard vessels while underway. During such cases, if the Government provides meals and lodging then such expenses shall not be reimbursed. Travel days to/from the vessels shall be reimbursed at 75% of meal and incidental expense rates of the departure/arrival location per part 1 of this paragraph.

(a) The Government may require the Contractor to perform tasks onboard vessel(s) while underway.

(b) In consideration of this change the Government will pay an At-Sea Premium of \$400\* per Contractor employee per night spent onboard ship. The At-Sea Premium may be invoiced only once per Contractor personnel per night.

(c) The Contractor may invoice the Government for additional insurance costs related to Contractor personnel performing work while underway at actual cost only. The Contractor shall invoice additional insurance costs only once per employee per voyage. The Contractor shall invoice any additional insurance costs as an ODC.

(d) Contractor personnel aboard ship shall work 10 to 12 hours per day. Except in extraordinary circumstances, Contractor personnel will not work more than 16 hours/day.

(e) Awardee is not required to provide TWIC (Transportation Worker Identification Cards) for employees. The Government will facilitate Contractor entry/egress from Government facilities as necessary.

(f) The Contractor shall obtain the written permission of the COR prior to performing work on a vessel while it is underway. If the Contractor does not have written permission from the COR, the Government shall not be obligated to pay the at-sea premium or associated additional insurance costs. The Contractor shall include a copy of the COR's written permission with each invoice that bills the Government for the At-Sea Premium and/or additional insurance costs associated with Contractor personnel working onboard a vessel which is underway.

**\* Include cost for At-Sea Premium on Attachments S-1 (Cost Summary Format (Prime Contractor) and S-2 (Cost Summary Format (Subcontracting)).**

**H-8 REIMBURSEMENT OF OTHER DIRECT COSTS (ODC) (APPLICABLE TO CLINs 6301, 6401 and 6501)**

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(1) In the event that additional or specialized equipment, services and / or supplies are required, the Government will reimburse the Contractor only for the actual price paid for such services, supplies and services that are expressly identified as an ODC under the task order issued. Task orders that anticipate the need for ODCs will include an ODC CLIN.

(2) "Actual price" paid by the Contractor for such equipment, supplies and services includes tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the supplies and services provided. "Actual price" does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor's purchase or provision of such supplies and services. The parties expressly agree that the offered and accepted daily rate includes all costs incurred or paid by the Contractor, including but not limited to material handling charges, overhead, general and administrative costs, or profit, that are in any way associated with the Contractor's purchase or provision of such supplies and services.

(3) To be eligible to receive reimbursement for equipment, services and supplies identified in a task order as an ODC and obtained in support of this contract, the Contractor must obtain at least three quotes for each transaction in excess of \$2,500 to ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so. The Contractor shall provide this documentation to the Contracting Officer for approval in accordance with FAR 52.244-2 (Subcontracts), or as directed by the Contracting Officer, prior to obtaining these services and supplies. The Contractor shall maintain documentation of all reimbursable purchases until three years after the contract is completed and shall provide access to and copies of such documentation when requested by the Contracting Officer.

(4) The Contracting Officer may reduce the reimbursement by any amount above that which the Contracting Officer finds, in his/her sole discretion, is greater than that which is fair and reasonable for the supplies or services provided, giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the supplies and services. Disputes as to the amount by which any reimbursement is reduced shall be resolved in accordance with the "Disputes" clause of the contract. It shall be the Contractor's burden to demonstrate that the price it paid for reimbursable supplies and services were fair and reasonable.

(5) When the Contractor expects total funding expended for ODC's to reach 85 percent of the total funds available on each ODC CLIN, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on each ODC CLIN at the time a reimbursable item is ordered.

(6) The Government is not obligated to reimburse the Contractor for ODCs in excess of the funded amount stated in the Schedule under each Reimbursable CLIN.

(7) The Contractor is not obligated to continue performance of any ODC work under this

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Contract or otherwise incur costs for ODC's in excess of the funded amount stated in the Schedule under each ODC CLIN unless the Contracting Officer notifies the Contractor that the funded amount stated in the Schedule under the applicable ODC CLIN has been increased. Notification shall be in writing. In the event notification is made orally, such notification shall be followed up in writing within two working days.

(8) No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.

(9) Change orders shall not be considered an authorization to exceed the funded amount stated in the Schedule under the ODC CLIN unless they contain a statement expressly increasing the funded amount of the ODC CLIN by a sufficient amount to cover the change order.

#### **H-9 APPROVAL AND REIMBURSEMENT OF DEFENSE BASE ACT INSURANCE PREMIUMS (CLINs 6601, 6701 and 6801)**

(1) Task orders will contain a not-to-exceed amount for the purchase Defense Base Act Insurance coverage in accordance with FAR 52.228-3, "Worker's Compensation Insurance (Defense Base Act)." The Government will reimburse the Contractor only for the actual price paid for the insurance premiums to provide coverage as required by FAR 52.228-3. "Actual price" paid by the Contractor for such insurance includes tax paid, if any, and reduced by any and all credits and rebates, whether accrued or realized, associated with the insurance coverage provided. "Actual price" for insurance premiums does not include material handling charges, overhead, general and administrative costs, profit, or any other indirect cost that is in any way associated with the Contractor's purchase or provision of such insurance coverage.

(2) To be eligible to receive reimbursement for insurance premiums, the Contractor must obtain at least three quotes for each transaction in excess of \$2,500 to ensure that adequate price competition was sought or the Contractor must provide an acceptable justification as to why it was impracticable to do so. For purchases of insurance premiums that are \$2,500 and below, the Contractor shall provide the aforementioned documentation only when requested by the Contracting Officer.

(3) The Contractor shall maintain documentation of all reimbursable insurance coverage purchases until three years after the contract is completed and shall provide access to and copies of such documentation when requested by the Contracting Officer.

(i) A description of the insurance coverage that meets the requirements of the Defense Base Act (42 U.S.C. 1651, *et seq.*).

(ii) Identification of the proposed insurance provider and price (i.e. insurance premium).

(iii) Insurance providers contacted and price quotes. Include other pertinent data such as information regarding the selection if other than price-related factors were considered.

(4) The Contracting Officer may reduce the reimbursement by any amount above that which the Contracting Officer finds, in his/her sole discretion, is greater than that which is fair and

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reasonable for the insurance premiums and coverage giving due consideration to the facts and circumstances prevailing at the time that the Contractor procured the insurance coverage. Disputes as to the amount by which any reimbursement is reduced shall be resolved in accordance with the "Disputes" clause of the contract. It shall be the Contractor's burden to demonstrate that the price it paid for the reimbursable items was fair and reasonable.

(5) When the Contractor expects total funding expended for reimbursable items to reach 85 percent of the total funds available on each of the Defense Base Act Insurance CLINs, the Contractor shall notify the Contracting Officer and the COR and any other Government official identified by the Contracting Officer. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule. The Contractor shall not exceed or incur costs that exceed the amount of funding stated on the task order with a Defense Base Act Insurance CLIN.

(6) The Government is not obligated to reimburse the Contractor for otherwise Defense Base Act Insurance charges in excess of the funded amount stated in the task order with the Defense Base Act Insurance CLIN.

(7) The Contractor is not obligated to continue performance of any reimbursable work under this Contract or otherwise incur costs for insurance premiums in excess of the funded amount stated in the task order with the Defense Base Act Insurance CLIN unless the Contracting Officer notifies the Contractor in writing that the funded amount stated in the task order under the applicable Defense Base Act Insurance CLIN has been increased. In the event notification is made orally, such notification shall be followed up in writing within two working days.

(8) No notice, communication, or representation from any person other than the Contracting Officer shall affect the Government's obligation to reimburse the Contractor.

(9) Change orders shall not be considered an authorization to exceed the funded amount stated in the task order under the Defense Base Act Insurance CLIN unless they contain a statement expressly increasing the funded amount of that Reimbursable CLIN by a sufficient amount to cover the change order.

## **H-10 MONTHLY REPORTS**

On a monthly basis, the contractor shall report expenses that can be invoiced under the contract. The contractor shall use the report format found in Attachment J-5; alternate formats may be proposed and used, with prior approval of the Contracting Officer. These reports shall be submitted to the COR within 10 days of the end of the reporting period.

## **H-11 SUBCONTRACTING PLAN FOR SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS CONCERNS**

Pursuant to FAR 52.219-9, the subcontract plan for this contract is set forth in attachment number J-6\*, Small Business Subcontracting Plan dated 10 January 2012 is made a part hereof. The Government will monitor the Contractor's performance based on the subcontract plan in accordance with the terms of the contract.

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**\*Subcontracting Plan to be provided by Offeror, and will be incorporated into the contract at award.**

## **H-12 GOVERNMENT FURNISHED ITEMS**

Government Furnished Equipment (GFE) and Government Furnished Information (GFI) can be found in the Performance Work Statement, Attachment J-1, paragraph 12.

## **H-13 PERSONNEL ACCREDITATION (ITALY)**

(a) This contract presumes the utilization of technical representative personnel to be employed by the contractor. United States authorities and Italian authorities are involved in the accreditation of contractor employees who are intended to fill such contract positions. To expedite accreditation, the contractor agrees to promptly complete in accurate detail and return to the Contracting Officer or Contracting Officer's Representative information on the contract and contract positions for which technical representative accreditation is requested, and the individual information on each employee designated to fill a technical representative position. Positions accredited as technical representatives will be documented by an individual letter of accreditation.

(b) Contractor shall promptly notify the Contracting Officer or Contracting Officer's Representative if a technical representative employee once accredited as a technical representative is no longer performing duties requiring accreditation.

(c) The contractor shall require all contractor employees accredited as technical representative personnel to apply for *missione* visas prior to travel to Italy. Contractors may not send personnel that have not received Italian *missione* visas to fill technical representative positions. The Government shall not be responsible for the costs incurred by the contractor who sends personnel without visas or who are otherwise ineligible for entry and presence in Italy.

(d) The Government will sponsor and facilitate accreditations as necessary for contract performance.

## **H-14 INDIVIDUAL LOGISTIC SUPPORT (ILS)**

Individual Logistic Support (ILS), which includes access to tax-free and duty-free shopping at base exchanges and/or commissaries, military postal and banking services, privately owned vehicle registration and eligibility for purchase of tax-free gasoline, tobacco and spirits, dependent schools, and other installation morale, welfare and recreation programs, is authorized for contractor employees commensurate with that provided to Department of Defense civilians and military personnel employed OCONUS in any of the MSC Areas of Responsibility (AOR). The most frequently used OCONUS locations are as listed in the Performance Work Statement, Attachment J-1, paragraph 5, Place of Performance.

## **HQ B-2-0020 TRAVEL COSTS – ALTERNATE I (NAVSEA) (DEC 2005)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its' reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

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(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience

(End of Text)

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## SECTION I CONTRACT CLAUSES

### I-1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

#### FAR 52.215-17 Waiver of Facilities Capital Cost of Money OCT 1997

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

<http://farsite.hill.af.mil/>

<http://www.arnet.gov/far/>

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

#### CLAUSES INCORPORATED BY REFERENCE

52.216-7	Allowable Cost and Payment	Dec. 2002
52.216-8	Fixed Fee	Mar 1997
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT
2001 FEB 2009	52.222-50 Combating Trafficking in Persons	
52.228-3	Workers' Compensation Insurance (Defense Base Act)	APR 1984
52.228-7	Insurance - Liability to Third Persons	MAR 1996
52.232-18	Availability of Funds	APR 1984
52.244-5	Competition in Subcontracting	DEC 1996
52.251-1	Government Supply Sources	AUG 2010
252.225-7043	Antiterrorism/Force Protection for Defense Contractors Outside the United States	MAR 2006
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.246-7000	Material Inspection and Receiving Report	MAR 2008
252.251-7000 2004	Ordering from Government Supply Sources	NOV

### I-2 FAR 52.217-8 OPTION TO EXTEND SERVICES (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 prior to contract expiration.

### I-3 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to completion of the base period; provided that the Government gives the



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**Contractor a preliminary notice of its intent to extend before the contract expires. The preliminary notice does not commit the Government to an extension.**

**(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.**

**(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed four years.**

**I-4 FAR 52.244-2 SUBCONTRACT (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 contractor 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**

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shall obtain the Contracting Officer's written consent before placing the following subcontracts:

All new cost-plus fixed-fee subcontracts.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any

subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting -

- (A) The principal elements of the subcontract price negotiations;
- (B) The most significant considerations controlling establishment of initial or revised prices;
- (C) The reason cost or pricing data were or were not required;
- (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
- (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
- (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
- (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

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- (1) Of the acceptability of any subcontract terms or conditions;**  
**(2) Of the allowability of any cost under this contract; or**  
**(3) To relieve the Contractor of any responsibility for performing this contract.**
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).**
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.**
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.**
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:**

**Atlas Technologies Incorporated  
LGB & Associates, Inc.  
Open System Sciences  
Qinetiq North America  
Syzygy Technologies, Inc.**

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## SECTION J LIST OF ATTACHMENTS

- J-1 Performance Work Statement
- J-2 Quality Assurance Surveillance Plan
- J-3 DD254
- J-3 DD254 Attachment 1
- J-5 Monthly Summary Contract Cost Report
- J-6 Reserved
- J-7 MSC WAWF Vendor Guide 24 April 2012
- J-8 ACG Diagram 100318
- J-9 AR1 Diagram 101005
- J-10 COMSCINT 5239.3B
- J-11 DoD 8570.01-M (IA Workforce Improvement Program)
- J-12 DoD Directive 8570.01
- J-13 List of Applicable DoD and DoN Instructions Manuals, Regs and Pubs
- J-14 List of Applicable MSC Instructions and SOPs
- J-15 MSC Classified Enterprise
- J-16 MSC Unclassified Enterprise
- J-17 PC-to-PC (PPTS) Diagram
- J-18 Annual AEL MASTER 201101 (ship spreadsheet with network types)
- J-19 Annual LAN Drop List MASTER 201101 (list of ship LAN drops)
- J-20 APMI Asset Status 110325 (list of ship unclassified assets)
- J-21 AR1 ACG Deployment Plan 110301 (modified deployment plan)
- J-22 COMNAV CYBERFORINST 5239.1 Information Assurance (IA) Workforce Improvement Program (WIP) Instruction
- J-23 DoN DIACAP Handbook v1.0 (DoD IA certification and accreditation process)
- J-24 MSC N6 User Instruction N6-001-10 (software LCM process for MSC C4S enterprise)
- J-25 MSC Ship List 2012
- J-26 MSC Shipboard Recipients 110311
- J-27 Afloat GOSUP Gold List 12-2010 (list of gold disk apps as of 12/2010)
- J-28 NDA 110307 (non disclosure agreement for corporate and employee)
- J-29 PPTS V2 Installation Schedule 110311

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J-30 Shipboard Assets 110314 (all shipboard IT/C4S assets)

J-31 FY 2011 Training Schedule