

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
U

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
11

3. EFFECTIVE DATE  
10-Dec-2018

4. REQUISITION/PURCHASE REQ. NO.  
1300758767

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

6. ISSUED BY CODE

N00039

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

S0701A

SPAWAR HQ  
4301 Pacific Highway  
San Diego CA 92110

DCMA HARTFORD  
130 DARLIN STREET  
EAST HARTFORD CT 06108-3234

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-NS21

10B. DATED (SEE ITEM 13)

30-Jun-2015

CAGE CODE  
6XWA8

FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

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

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

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

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

[ ]

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

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

[X] D. OTHER (Specify type of modification and authority)  
Unilateral; FAR 52.232-22 Limitation of Funds

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

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

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

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

10-Dec-2018

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this modification is to: 1) incrementally fund CLINs 7301 and 9302; and 2) update Section B and G accordingly. 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 \$23,417,277.00 by \$2,935,025.00 to \$26,352,302.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
730101	FMS	2,193,114.00	2,103,918.00	4,297,032.00
930201	FMS	809,137.00	831,107.00	1,640,244.00

The total value of the order is hereby increased from \$28,141,467.60 by \$0.00 to \$28,141,467.60.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 1 of 34	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## 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
7001	R425	Labor-Base Year (FMS Case #SR-P-SBQ)	1.0	LO	██████████	██████████	\$4,027,468.78
700101	R425	Labor for FMS Case SR-P-SBQ, RSN 014 (FMS)					
7101	R425	Labor- Option Year 1 (FMS Case #SR-P-SBQ)	1.0	LO	██████████	██████████	\$4,290,005.10
710101	R425	Labor for FMS Case SR-P-SBQ, RSN 014 (FMS)					
7201	R425	Labor-Option Year 2 (FMS Case #SR-P-SBQ)	1.0	LO	██████████	██████████	\$4,210,579.20
720101	R425	Labor for FMS Case SR-P-SBQ, RSN 013 (FMS)					
7301	R425	Labor- Option Year 3 (FMS Case #SR-P-SBQ)	1.0	LO	██████████	██████████	\$4,297,032.52
730101	R425	Labor for FMS Case SR-P-SBQ RSN 014 (FMS)					
7401	R425	Labor- Option Year 4 (FMS Case #SR-P-SBQ)  Option	1.0	LO	██████████	██████████	\$4,404,485.43

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R425	ODCs (Travel/Material)- Base Year (FMS Case #SR-P-SBQ)	1.0	LO	\$707,549.00
900101	R425	ODCs (Travel/Material) for FMS Case SR-P-SBQ, RSN 014 (FMS)			
9002	R425	ODCs (Relocation)-Base Year (NOT TO EXCEED COST) (FMS Case #SR-P-SBQ)	1.0	LO	\$2,039,304.00
900201	R425	ODCs (Relocation) for FMS Case SR-P-SBQ, RSN 014 (FMS)			
9101	R425	ODCs (Travel/Material)- Option Year 1 (FMS Case #SR-P-SBQ)	1.0	LO	\$1,038,361.00
910101	R425	ODCs (Travel) for FMS Case SR-P-SBQ, RSN 014 (FMS)			
910102	R425	ODCs (Material) for FMS Case SR-P-SBQ, RSN 012 (FMS)			
9102	R425	ODCs (Relocation)-Option Year 1 (NOT TO EXCEED COST) (FMS Case #SR-P-SBQ)	1.0	LO	\$2,144,977.00
910201	R425	ODCs (Relocation) for FMS Case SR-P-SBQ, RSN 014 (FMS)			
9201	R425	ODCs (Travel/Material)- Option Year 2 (FMS Case #SR-P-SBQ)	1.0	LO	\$727,986.00
920101	R425	ODCs (Travel) for FMS Case SR-P-SBQ, RSN 013 (FMS)			

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 2 of 34	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
920102	R425	ODCs (Material) for FMS Case SR-P-GBM, RSN 012 (FMS)			
9202	R425	ODCs (Relocation)-Option Year 2 (NOT TO EXCEED COST) (FMS Case #SR-P-SBQ)	1.0	LO	\$1,939,768.00
920201	R425	ODCs (Relocation) for FMS Case SR-P-GBM, RSN 013 (FMS)			
9301	R425	ODCs (Travel/Material)- Option Year 3 (FMS Case #SR-P-SBQ)	1.0	LO	\$1,078,193.00
930101	R425	ODCs (Travel/Material) for FMS Case SR-P-SBQ, RSN 014 Travel/ODC (PWS 11.0)- \$65,775.00 In-KSA Material (PWS 5.3.3)- \$343,865.00 (FMS)			
9302	R425	ODCs (Relocation)-Option Year 3 (NOT TO EXCEED COST) (FMS Case #SR-P-SBQ)	1.0	LO	\$1,640,244.00
930201	R425	ODCs (Relocation) for FMS Case SR-P-SBQ, RSN 014 (FMS)			
9401	R425	ODCs (Travel/Material)- Option Year 4 (FMS Case #SR-P-SBQ) Option	1.0	LO	\$1,098,668.00
9402	R425	ODCs (Relocation)-Option Year 4 (NOT TO EXCEED COST) (FMS Case #SR-P-SBQ) Option	1.0	LO	\$2,198,806.00

## 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

It is anticipated that ODC costs will consist mainly of travel and incidental material 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) (5252.216-9206)

(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**. 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 the contract's

“Fixed Fee” clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

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

TABLE	CLIN	FIXED FEE	HOURS	FEE PER DIRECT LABOR HOUR
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

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 (5252.232-9210) (JAN 1992)**

(a) This task order 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>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

<u>ITEM(S)</u>	<u>AMOUNT ALLOTTED (COST ONLY)</u>
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

(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.

**B-5 OPTION EXTENSION COSTS**

In the event the Government exercises its rights to extend the order by up to six additional months pursuant to clause at FAR 52.217-8, Option to Extend Services, such extension will be considered to have been evaluated, as its cost shall be at the rates specified for the period that is being extended.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 4 of 34	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C-1 SPECIFICATIONS/STATEMENT OF WORK

Work under this contract shall be performed in accordance with **Attachment 1** Performance Work Statement (PWS) and **Exhibit A** Contract Data Requirements List (CDRL).

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

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 is provided as **Attachment 2** to this solicitation and will be included in the Task Order award.

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

The work to be performed under this contract as delineated in the DD Form 254, **Attachment 3**, involves access to and handling of classified material up to and including **SECRET**.

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

### **C-4 INFORMATION ASSURANCE (IA)**

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

### **C-5 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-6 KEY PERSONNEL (5252.237-9601) (DEC 1999)**

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 5 of 34	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

- (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

NAME	CONTRACT LABOR CATEGORY
<u>Mark Saunders</u>	<u>Program Manager</u>
<u>N/A</u>	<u>Systems Engineer *</u>
<u>Mehboob Chhipa</u>	<u>Network Engineer</u>
<u>Christopher Knox</u>	<u>Communications Specialist</u>

\*Per MOD 10, Systems Engineer KP category has been removed as a required KP category by the USG.

- (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.

### **C-7 KEY PERSONNEL QUALIFICATION REQUIREMENTS**

The work, as defined by the PWS, is expected to be accomplished by a mixture of professional and technical personnel, including specified key personnel. The contractor shall provide personnel who are fully qualified and competent to perform the full range of tasks described in the PWS. The contractor is responsible for insuring the accuracy of the information contained in the resumes. The Government reserves the right to review all resumes of proposed personnel. Personnel proposed for performance under this contract should demonstrate the qualifications and experience as provided in **Attachment 4**.

### **C-8 LABOR CATEGORY IDENTIFICATION**

Correspondence, Technical Instruction, Vouchers, Invoices, Status Reports, etc., shall utilize the

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 6 of 34	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Contractor's standard labor category terminology as established in its proposal at time of award. **See Attachment 4 for Key Personnel Labor Category Descriptions.** For each category of labor specified by the Government, the Offeror shall identify the corresponding company labor category/categories:

<u>Labor Category</u>	<u>Offeror Corresponding Labor Category/Categories</u>
Administrative Support	<u>Admin Assistant I (Sub)</u>
CAD Draftsman	<u>Autocad Operator (Sub)</u>
Communication Specialist (RF)	<u>Software Sys Eng. IV; Network Eng. II</u>
Configuration Management Analyst	<u>CM Assistant (Sub)</u>
Configuration Management Specialist	<u>Configuration Analyst II</u>
Document Specialist	<u>Liaison Officer (Sub)</u>
LAN Specialist (CCTV)	<u>Tech. Support Engineer (Sub)</u>
Library Support Specialist	<u>Financial Assistant (Sub)</u>
Logistics/Supply Analyst	<u>Center Coordinator (Sub)</u>
Network Engineer	<u>Network Engineer IV, Network Engineer II</u>
Operations and Test Analyst	<u>Tech. Support Engineer (Sub)</u>
Program Manager/Systems Engineer	<u>Program Manager</u>
Quality Assurance Analyst	<u>Center Assistant I (Sub)</u>
Quality Assurance Test & Audit Specialist	<u>QA Specialist IV</u>
Software Programmer	<u>Software Specialist VI</u>
Systems Administrator (GCCS)	<u>Tech. Support Engineer (Sub)</u>
Systems Administrator (GCCS-4)(Win/DBA)	<u>Network Engineer II; Electronics Tech (Sub)</u>
Systems Engineer	<u>Software Sys Eng. Principal; Systems Eng. II</u>
Technician	<u>Systems Engineer (Sub)</u>
Technical Writer	<u>Tech Support Engineer (Sub)</u>

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

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

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

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

#### **C-10 APO FACILITIES (APPLICABLE TO UNITED STATES FIRMS, U.S. CITIZENS ONLY) (ALL LINE ITEMS)**

Per DoD Postal Manual 4525.6M Appendix I, Para AP1.3.17.2 the following language is incorporated to allow the use of APO Facilities:

- (a) The Contractor, SAIC and its U.S. citizen employees, and its U.S. firm subcontractors (listed below and their



CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 7 of 34	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

U.S. citizen employees, are authorized to use the Army Post Office (APO) postal service as a DoD OCONUS contractor on a space available basis. The contractor shall reimburse any costs associated with using the APO postal service to the United States Military Training Mission (USMTM). This authorization is subject to the following conditions:

- (1) First class mail only, shall be limited to letters of thirteen ounces or less, for all employees, and authorized subcontractors.
  - (2) The use of official indicia "Postage and Fees Paid" for any Contractor mailing is not authorized.
  - (3) In no event shall APO privileges extend to subcontractors or subcontractor employees unless they are specifically authorized in the prime contract.
  - (4) The Contractor agrees to insure compliance with all pertinent U.S. and APO postal regulations.
- (b) The Contractor shall provide the appropriate APO with a current listing, each calendar quarter, of U.S. Citizens entitled to mail privileges at each of the following APOs located in Saudi Arabia:

Riyahd APO (SAIC UNIT 61319, APO AE 09803-1319)

Jeddah APO

Jubail APO

Listing shall show the individual's employer, his mobilization date (arrival in country), and his projected demobilization date (departure from Saudi Arabia).

- (c) The use of APO services for transportation of construction material and/or equipment and/or maintenance and operational material and/or equipment for use in connection with the contract work is not authorized.
- (d) It is understood and agreed that if, in the opinion of the Contracting Officer, any of the Contractors or authorized personnel violate the restrictions stated above, such Contractor, employee, or employees shall have their APO privileges revoked.
- (e) Subcontractors authorized to use the AP services stated above include:  
Forward Slope Incorporated  
Lockheed Martin Mission Systems and Training  
Leidos, Inc.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 8 of 34	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## **SECTION D PACKAGING AND MARKING**

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

See Section G – Contracting Officer’s Representative (COR)

All deliverables shall be packaged and marked in accordance with Best Commercial Practice.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 9 of 34	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## **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 or his/her duly authorized representative.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 10 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

7001	6/30/2015 - 6/29/2016
7101	6/30/2016 - 6/29/2017
7201	6/30/2017 - 6/29/2018
7301	6/30/2018 - 6/29/2019
9001	6/30/2015 - 6/29/2016
9002	6/30/2015 - 6/29/2016
9101	6/30/2016 - 6/29/2017
9102	6/30/2016 - 6/29/2017
9201	6/30/2017 - 6/29/2018
9202	6/30/2017 - 6/29/2018
9301	6/30/2018 - 6/29/2019
9302	6/30/2018 - 6/29/2019

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

#### CLIN – DELIVERIES OR PERFORMANCE

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

##### BASE PERIOD:

7001	30 June 2015-29 June 2016
9001	30 June 2015-29 June 2016
9002	30 June 2015-29 June 2016

The period of performance for the following option items are as follows:

##### OPTION 1:

7101	30 June 2016-29 June 2017
9101	30 June 2016-29 June 2017
9102	30 June 2016-29 June 2017

##### OPTION 2:

7201	30 June 2017-29 June 2018
9201	30 June 2017-29 June 2018
9202	30 June 2017-29 June 2018

##### OPTION 3:

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 11 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

7301 30 June 2018-29 June 2019

9301 30 June 2018-29 June 2019

9302 30 June 2018-29 June 2019

OPTION 4:

7401 30 June 2019-29 June 2020

9401 30 June 2019-29 June 2020

9402 30 June 2019-29 June 2020

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.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 12 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### G-1 TYPE OF CONTRACT (5252.216-9210) (DEC 1999)

This is a Cost Plus Fixed Fee (CPFF) – Level of Effort (TERM) Task Order.

### G-2 INVOICING INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

#### **Contractor Invoicing Instruction:**

(a) Consistent with Task Order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this Task Order by the appropriate Accounting Classification Reference Number (ACRN) listed in the Accounting Data provided in Section G.

(b) Each ACRN under this contract is associated to a specific program, project, or PWS paragraph. Cross-reference information for invoicing is provided in Section G, "Accounting Data." Under each ACRN; the program, project, or PWS paragraph; appropriation funds type and appropriation year are identified.

Costs incurred under the referenced program, project, or PWS paragraph shall only be billed to the associated ACRN(s). The contractor is only authorized to invoice for work completed under the program, project, or PWS paragraph referenced within each ACRN. Within each program, project, or PWS paragraph, the Contractor shall invoice in the same proportion as the amount of funding currently un-liquidated (for each ACRN within the same fiscal year), starting with the earliest appropriation year.

(c) The contractor's invoice shall identify the appropriate Contract and Task Order number. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Sub-line Item Number (SLIN), and the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Contracting Officer's Representative at the time of submission to WAWF.

### G-3 DFAS SPECIAL PAYMENT INSTRUCTION-OTHER (252.204-0012)(SEP 2009)

The payment office shall make payment from each ACRN in accordance with the amounts invoiced by CLIN/SLIN/ACRN as referenced on the contractor's invoice.

### G-4 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (252.232-7006) (MAY 2013)

(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 System for Award Management 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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 13 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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).

**Invoice and Receiving Report (Combo) or Invoice (stand-alone) and Receiving Report (stand-alone)**

*Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)*

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

**N/A**

(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

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00039
Admin DoDAAC	S2404A
Inspect By DoDAAC	N00039
Ship To Code	N00039
Ship From Code	N00039
Mark For Code	N00039
Service Approver (DoDAAC)	N00039
Service Acceptor (DoDAAC)	N00039
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	HAA627
Other DoDAAC(s)	N/A

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

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

<b>Send Additional Email Notification(s) to:</b>			
<b>NAME</b>	<b>EMAIL</b>	<b>PHONE</b>	<b>ROLE</b>
Christopher Barrett	<a href="mailto:Christopher.T.Barrett@navy.mil">Christopher.T.Barrett@navy.mil</a>	619-524-3511	COR

(g) *WAWF point of contact.*

The Contractor may obtain clarification regarding invoicing in WAWF from the WAWF helpdesk at 866-618-5988.

## **G-5 ACTIVITY OMBUDSMAN**

The SPAWAR Ombudsman for this Task Order is:

Name: CDR Joel Pitel  
Code: SPAWAR 2.0B  
Address: 4301 Pacific Highway, San Diego CA 92110

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 14 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Phone: (619)524-7351  
E-Mail: joel.pitel@navy.mil

**G-6 CONTRACTING OFFICER'S REPRESENTATIVE (COR)**

[REDACTED]

**G-7 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 SPAWAR Focal Point, to review and comment on any element of the proposed rating before that rating becomes final. Within 60 days after contract award, the contractor shall provide in writing (or via e-mail) to the contracting officer the name, title, e-mail address and telephone number of the company individual or individuals who will have the responsibility of reviewing and approving any Contractor Performance Appraisal Report (CPAR) Report developed under the contract. If, during the life of this contract these company individual(s) are replaced by the contractor, the name, title, e-mail address and telephone number of the substitute individuals will be provided to the contracting officer within 60 days of the replacement.

Accounting Data

SLINID	PR Number	Amount
700101	130045663000002	1269863.00
LLA :		
AA 97-11X8242 2855 000 74552 0 065916 2D PSRA4 COST CODE: 4504180050SBQ		
NWA: 100000979187 0050		
MILSTRIP: PSRA4450418005		
900101	130045663000002	160000.00
LLA :		
AA 97-11X8242 2855 000 74552 0 065916 2D PSRA4 COST CODE: 4504180050SBQ		
NWA: 100000979187 0050		
MILSTRIP: PSRA4450418005		
900201	130045663000002	1230137.00
LLA :		
AA 97-11X8242 2855 000 74552 0 065916 2D PSRA4 COST CODE: 4504180050SBQ		
NWA: 100000979187 0050		
MILSTRIP: PSRA4450418005		
BASE Funding 2660000.00		
Cumulative Funding 2660000.00		
MOD 01 Funding 0.00		
Cumulative Funding 2660000.00		
MOD 02		
700101	130054710400001	1269863.00



CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 15 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

LLA :

AA 97-11X8242 2855 000 74552 0 065916 2D PSRA4 COST CODE: 4504180050SBQ  
 NWA: 100000979187 0050  
 MILSTRIP: PSRA4450418005

900101 130054710400001 160000.00

LLA :

AA 97-11X8242 2855 000 74552 0 065916 2D PSRA4 COST CODE: 4504180050SBQ  
 NWA: 100000979187 0050  
 MILSTRIP: PSRA4450418005

900201 130054710400001 809167.00

LLA :

AA 97-11X8242 2855 000 74552 0 065916 2D PSRA4 COST CODE: 4504180050SBQ  
 NWA: 100000979187 0050  
 MILSTRIP: PSRA4450418005

MOD 02 Funding 2239030.00  
 Cumulative Funding 4899030.00

MOD 03

700101 1300570605 774606.00

LLA :

AA 97-11X8242 2855 000 74552 0 065916 2D PSRA4 COST CODE: 4504180050SBQ  
 CIN: 130054710400001  
 CIN: 130057060500001  
 NWA: 100000979187 0050  
 MILSTRIP: PSRA4450418005

900101 1300570605 387549.00

LLA :

AA 97-11X8242 2855 000 74552 0 065916 2D PSRA4 COST CODE: 4504180050SBQ  
 CIN: 130054710400001  
 CIN: 130057060500001  
 NWA: 100000979187 0050  
 MILSTRIP: PSRA4450418005

MOD 03 Funding 1162155.00  
 Cumulative Funding 6061185.00

MOD 04

710101 1300577345 4290005.00

LLA :

AB 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 532380120SBQ  
 CIN 130057734500001  
 MILSTRIP: PSRA4453238012  
 NWA: 100001104658 0080

910101 1300577345 300000.00

LLA :

AB 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 532380120SBQ  
 CIN 130057734500001  
 MILSTRIP: PSRA4453238012  
 NWA: 100001104658 0080

910102 1300577345 738361.00

LLA :

AC 97-11X8242 2855 000 74552 0 065916 2D PSRA45 COST CODE: 334980030GBM  
 CIN 130057734500002  
 MILSTRIP: PSRA4533498003  
 NWA: 100001168332 0010

910201 1300577345 1413553.00

LLA :

AB 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 532380120SBQ  
 CIN 130057734500001

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 16 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

MILSTRIP: PSRA4453238012  
NWA: 100001104658 0080

MOD 04 Funding 6741919.00  
Cumulative Funding 12803104.00

MOD 05

910201 1300625213 571253.00  
LLA :  
AB 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 532380120SBQ  
CIN 130062521300005  
CIN 130057734500001  
MILSTRIP: PSRA4453238012  
NWA: 100001104658 0080

MOD 05 Funding 571253.00  
Cumulative Funding 13374357.00

MOD 06

910201 1300629474 160171.00  
LLA :  
AB 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 532380120SBQ  
CIN 130062947400003  
CIN 130062521300005  
CIN 130057734500001  
MILSTRIP: PSRA4453238012  
NWA: 100001104658 0080

MOD 06 Funding 160171.00  
Cumulative Funding 13534528.00

MOD 07

720101 1300639005 4210579.00  
LLA :  
AD 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 427680090GBM  
CIN: 130063900500002

920101 1300639005 300000.00  
LLA :  
AD 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 427680090GBM  
CIN: 130063900500002

920102 1300639005 758088.00  
LLA :  
AE 97-11X8242 2855 000 74552 0 065916 2D PSRA45 COST CODE: 334980050GBM  
CIN: 130063900500003

920201 1300639005 1609666.00  
LLA :  
AD 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 427680090GBM  
CIN: 130063900500002

MOD 07 Funding 6878333.00  
Cumulative Funding 20412861.00

MOD 08 Funding 0.00  
Cumulative Funding 20412861.00

MOD 09

700101 1300707038 (243580.00)  
LLA :  
AA 97-11X8242 2855 000 74552 0 065916 2D PSRA4 COST CODE: 4504180050SBQ

CONTRACT NO.	DELIVERY ORDER NO.	AMENDMENT/MODIFICATION NO.	PAGE	FINAL
N00178-04-D-4119	N00178-04-D-4119-NS21	11	17 of 34	

CIN: 130054710400001  
CIN: 130057060500001  
CIN: 130070703800003  
NWA: 100000979187 0050  
MILSTRIP: PSRA4450418005

710101 1300707038 (163895.00)

LLA :  
AB 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 532380120SBQ  
CIN 130057734500001  
CIN 130070703800003  
MILSTRIP: PSRA4453238012  
NWA: 100001104658 0080

920101 1300707038 (47914.00)

LLA :  
AD 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 427680090GBM  
CIN: 130063900500002  
CIN: 130070703800003

920102 1300707038 (282188.00)

LLA :  
AE 97-11X8242 2855 000 74552 0 065916 2D PSRA45 COST CODE: 334980050GBM  
CIN: 130063900500003  
CIN: 130070703800003

920201 1300707038 330102.00

LLA :  
AD 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 427680090GBM  
CIN: 130063900500002  
CIN: 130070703800004

MOD 09 Funding -407475.00  
Cumulative Funding 20005386.00

MOD 10

730101 1300721798 2193114.00

LLA :  
AF 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 702580240SBQ  
CIN: 130072179800002  
MILSTRIP: PSRA4470258024  
NWA: 100001319834 0070

930101 1300721798 409640.00

LLA :  
AF 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 702580240SBQ  
CIN: 130072179800002  
MILSTRIP: PSRA4470258024  
NWA: 100001319834 0070  
Travel/ODC (PWS 11.0)- \$65,775.00  
In-KSA Material (PWS 5.3.3)- \$343,865.00

930201 1300721798 809137.00

LLA :  
AF 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 702580240SBQ  
CIN: 130072179800002  
MILSTRIP: PSRA4470258024  
NWA: 100001319834 0070

MOD 10 Funding 3411891.00  
Cumulative Funding 23417277.00

MOD 11

730101 1300758767 2103918.00

LLA :  
AF 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 702580240SBQ

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 18 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CIN: 130072179800002  
CIN: 130075876700001  
MILSTRIP: PSRA4470258024  
NWA: 100001319834 0070

930201 1300758767 831107.00  
LLA :  
AF 97-11X8242 2855 000 74552 0 065916 2D PSRA44 COST CODE: 702580240SBQ  
CIN: 130072179800002  
CIN: 130075876700001  
MILSTRIP: PSRA4470258024  
NWA: 100001319834 0070

MOD 11 Funding 2935025.00  
Cumulative Funding 26352302.00

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 19 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

(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:

- (1) to the Contracting Officer's Representative, and
- (2) to the Procuring Contracting Officer.

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

The Data Rights clause(s) in the basic contract are invoked for this task order.

### **H-3 CONTRACTOR PICTURE BADGE (5252.204-9202) (JUL 2013)**

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSSYSCOM prior to completion of the picture badge request.

(b) The contractor assumes full responsibility for the proper use of the identification badge and shall be responsible for the return of the badge upon termination of personnel or expiration or completion of the contract.

(c) At the completion of the contract, the contractor shall forward to SPAWARSSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

### **H-4 CONTRACTOR IDENTIFICATION (5252.237-9602)(MAY 2004)**

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 20 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

appropriate badges.

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

(c) 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 for Contractor or subcontractor personnel.

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

(a) Definition.

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

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

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

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

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

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to Information is restricted to individuals with a bona fide need to possess;

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 21 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 22 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

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

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



CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 23 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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 ORGANIZATIONAL CONFLICT OF INTEREST**

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

## **H-8 REIMBURSEMENT OF TRAVEL COSTS (5252.231-9200) (JAN 2006)**

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

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

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

### **(b) General**

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 24 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

territories and possessions of the United States; or

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

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

(c) Per Diem

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

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

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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 25 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

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

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

(6) Definitions:

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

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

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

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) has four or more wheels or is a motorcycle or moped.

(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 -

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 26 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

14 = 22).

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

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

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

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

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

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

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

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

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

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

**H-9 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (5252.243-9600)  
(JAN 1992)**

(a) 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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 27 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) 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.

(c) 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 number of the Contracting Officer is:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

#### **H-10 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (5252.209-9206) (DEC 1999)**

In performing 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 law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

#### **H-11 ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

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

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

#### **H-12 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (252.239-7001) (JAN 2008)**

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 28 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

applicable information assurance certification requirements, including—

- (1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and
  - (2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.
- (b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.
- (c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 29 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

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

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

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

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

### I-3 SUBCONTRACTS- ALTERNATE I (FAR 52.244-2) (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 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

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 30 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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:

**Any subcontract that was not initially proposed over the simplified acquisition threshold, regardless of whether the prime contractor has an approved purchasing system, requires the written consent of the Contracting Officer in advance.**

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



CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 31 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

constitute a determination—

- (1) Of the acceptability of any subcontract terms or conditions;
  - (2) Of the allowability of any cost under this contract; or
  - (3) To relieve the Contractor of any responsibility for performing this contract.
- (g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR [15.404-4\(c\)\(4\)\(i\)](#).
- (h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and 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:

(At the time of Award, List Here, all Subcontractors (By Full Name) that were included in the Contractor's proposal)

**Forward Slope, Inc. (Cage:1KU93)**

**Leidos, Inc. (Cage: 5UTE1)**

**Lockheed Martin Corporation (Cage: 2Y210)**

**I-4 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS  
(252.222-7006) (DEC 2010)**

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

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract thereunder.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 32 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition

#### **I-5 CLAUSES INCORPORATED BY REFERENCE (52.252-2)(Feb 1998)**

This task order incorporates one 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/these address(es):

<http://acquisition.gov/far/>

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

#### **I-6 CLAUSES INCORPORATED BY REFERENCE**

The SeaPort clauses in the contractor's basic contract are invoked for this Task Order in addition to the following clauses.

52.203-16 PREVENTING PERSONAL CONFLICTS OF INTEREST (DEC 2011)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

52.204-9 PERSONAL INDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2011)

52.216-8 FIXED FEE (JUN 2011)

52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 33 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

52.242-1 NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)

52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)

52.243-3 CHANGES – COST REIMBURSEMENT (ALTERNATE 1)(APR 1984)

52.249-6 TERMINATION (COST-REIMBURSEMENT)

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS  
(SEP 2011)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

252.242-7005 CONTRACTOR BUSINESS SYSTEMS (FEB 2012)

252.242-7006 ACCOUNTING SYSTEM ADMINISTRATION (FEB 2012)

CONTRACT NO. N00178-04-D-4119	DELIVERY ORDER NO. N00178-04-D-4119-NS21	AMENDMENT/MODIFICATION NO. 11	PAGE 34 of 34	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Exhibit A- Contract Data Requirements List (CDRLs) (DD1423) Rev.2

Exhibit A- Attachment 1- MSR CDRL A001

Exhibit A- Attachment 2- MSR CDRL A001

Attachment 1 - Performance Work Statement (PWS) Rev. 2

Attachment 2 - QASP

Attachment 3 - Contract Security Classification Specification (DD254) Rev 1.

Attachment 4 - Key Personnel Requirements