

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 10	3. EFFECTIVE DATE 01-Apr-2020	4. REQUISITION/PURCHASE REQ. NO. N5702520RC017CG		5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVSUP FLC San Diego, Code 200 3985 Cummings Road San Diego CA 92136-4200	CODE N00244	7. ADMINISTERED BY (If other than Item 6) DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151		CODE	S2404A SCD: B

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI TECHNOLOGIES INC. 14370 Newbrook Drive Chantilly VA 20151-2218	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4026-NW05
	10B. DATED (SEE ITEM 13) 01-Apr-2016
CAGE CODE 8D014	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.
<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 52.217-9 Option to Extend the Term of the Contract

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
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)	

NSN 7540-01-152-8070  
PREVIOUS EDITION UNUSABLE

30-105

**STANDARD FORM 30** (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

## GENERAL INFORMATION

The purpose of this unilateral modification is to exercise and fully fund option period 4 and update the Wage Determination. 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 \$4,286,152.00 by \$1,143,200.00 to \$5,429,352.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
7400	O&MN,N			
9400	O&MN,N			

The total value of the order is hereby increased from \$4,286,152.00 by \$1,143,200.00 to \$5,429,352.00.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
7400			
9400			

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 1 of 28	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
7000	R425	ACES Support Services in accordance with (IAW) Section C of the Performance Work Statement (PWS) herein. (O&MN,N)		LO			\$1,027,989.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7001		Data in accordance with CDRL A001 - Travel Trip Report. Base Period (4/01/16-3/31/17). Not Separately Priced.		LO			
7002		Data in accordance with CDRL A002 - Monthly Status Report. Base Period (04/01/16-03/31/17). Not Separately Priced.		LO			
7003		Data in accordance with CDRL A003 -Monthly Financial Status Report. Base Period (04/01/16-03/31/17). Not Separately Priced.		LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	R425	ACES Support Services in accordance with (IAW) Section C of the Performance Work Statement (PWS) herein. Option Year 1 (O&MN,N)		LO			\$1,053,511.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7101		Data in accordance with CDRL A001 - Travel Trip Report. Option Period 1(04/01/17-03/31/18). Not Separately Priced.		LO			
7102		Data in accordance with CDRL A002 - Monthly Status Report. Option Period 1(04/01/17-03/31/18). Not Separately Priced.		LO			
7103		Data in accordance with CDRL A003 - Monthly Financial Status Report. Option Period 1(04/01/17-03/31/18). Not Separately Priced.		LO			

For Cost Type Items:

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 2 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7200	R425	ACES Support Services in accordance with (IAW) Section C of the Performance Work Statement (PWS) herein. Option Year 2 (O&MN,N)		LO			\$1,079,834.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7201		Data in accordance with CDRL A001 - Travel Trip Report. Option Period 2(04/01/18-03/31/19). Not Separately Priced.		LO			
7202		Data in accordance with CDRL A002 - Monthly Status Report. Option Period 2(04/01/18-03/31/19). Not Separately Priced.		LO			
7203		Data in accordance with CDRL A003 - Monthly Financial Status Report. Option Period 2(04/01/18-03/31/19). Not Separately Priced.		LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7300	R425	ACES Support Services in accordance with (IAW) Section C of the Performance Work Statement (PWS) herein. Option Year 3 (O&MN,N)		LO			\$1,108,818.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7301		Data in accordance with CDRL A001 - Travel Trip Report. Option Period 3(04/01/19-03/31/20). Not Separately Priced.		LO			
7302		Data in accordance with CDRL A002 - Monthly Status Report. Option Period 3(04/01/19-03/31/20). Not Separately Priced.		LO			
7303		Data in accordance with CDRL A003 - Monthly Financial Status Report. Option Period 3(04/01/19-03/31/20). Not Separately Priced.		LO			

For Cost Type Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
------	-----	-------------------	-----	------	-----------	-----------	------

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 2 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7400	R425	ACES Support Services in accordance with (IAW) Section C of the Performance Work Statement (PWS) herein. Option Year 4 (O&MN,N)		LO			\$1,139,200.00

For Cost Type / NSP Items

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7401		Data in accordance with CDRL A001 - Travel Trip Report. Option Period 4(04/01/20-01/15/21). Not Separately Priced.		LO			
7402		Data in accordance with CDRL A001 - Monthly Status Report. Option Period 4(04/01/20-01/15/21). Not Separately Priced.		LO			
7403		Data in accordance with CDRL A003 - Monthly Financial Status Report. Option Period 4(04/01/20-01/15/21). Not Separately Priced.		LO			

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
9000	R425	Travel in support of CLIN 7000 base year. Travel shall be conducted IAW the joint travel regulations (JTR) and shall not exceed \$4,000. (O&MN,N)					
9100	R425	Travel in support of CLIN 7100 option year 1. Travel shall be conducted IAW the joint travel regulations (JTR) and shall not exceed \$4,000. Option - year 1 (O&MN,N)					
9200	R425	Travel in support of CLIN 7200 option year 2. Travel shall be conducted IAW the joint travel regulations (JTR) and shall not exceed \$4,000. Option - year 2 (O&MN,N)					
9300	R425	Travel in support of CLIN 7300 option year 3. Travel shall be conducted IAW the joint travel regulations (JTR) and shall not exceed \$4,000. Option - year 3 (O&MN,N)					
9400	R425	Travel in support of CLIN 7400 option year 4. Travel shall be conducted IAW the joint travel regulations (JTR) and shall not exceed \$4,000. Option - year 4 (O&MN,N)					

**FEE ADJUSTMENT DUE TO VARIATIONS IN THE LEVEL OF EFFORT AND PAYMENT OF FEE**

Base Period:

This contract requires performance by the Contractor for the period of 01 April 2016 through 31 March 2017. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties. Because it is the express intent of the Government to make monthly payments for the tasks set forth in this contract, the Government shall make payment, on account of the fixed fee established at award, at the rate of \$4.5850 per direct labor hour invoiced by the Contractor under the clause entitled "Fixed Fee" (FAR 52.216-8) for the related period, subject to the withholding provisions of paragraph

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 4 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

(b) of said clause. Any balance of fixed fee shall be paid the Contractor, or any overpayment of fixed fee may be repaid by the Contractor or otherwise credited to the Government, at the time of final payment in accordance with applicable contract terms and conditions. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Costs" or "Limitation of Funds" either of which clauses as incorporated herein shall apply to this contract. The terms of the above provision entitled PAYMENT OF FEE shall also apply to the option periods. Any unused direct labor or estimated cost from one contract year is not transferable for use in a subsequent (option) year.

#### Option Period 1:

This contract requires performance by the Contractor for the period of 01 April 2017 through 31 March 2018. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties. Because it is the express intent of the Government to make monthly payments for the tasks set forth in this contract, the Government shall make payment, on account of the fixed fee established at award, at the rate of per direct labor hour invoiced by the Contractor under the clause entitled "Fixed Fee" (FAR 52.216-8) for the related period, subject to the withholding provisions of paragraph

(b) of said clause. Any balance of fixed fee shall be paid the Contractor, or any overpayment of fixed fee may be repaid by the Contractor or otherwise credited to the Government, at the time of final payment in accordance with applicable contract terms and conditions. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Costs" or "Limitation of Funds" either of which clauses as incorporated herein shall apply to this contract. The terms of the above provision entitled PAYMENT OF FEE shall also apply to the option periods. Any unused direct labor or estimated cost from one contract year is not transferable for use in a subsequent (option) year.

#### Option Period 2:

This contract requires performance by the Contractor for the period of 01 April 2018 through 31 March 2019. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties. Because it is the express intent of the Government to make monthly payments for the tasks set forth in this contract, the Government shall make payment, on account of the fixed fee established at award, at the rate per direct labor hour invoiced by the Contractor under the clause entitled "Fixed Fee" (FAR 52.216-8) for the related period, subject to the withholding provisions of paragraph

(b) of said clause. Any balance of fixed fee shall be paid the Contractor, or any overpayment of fixed fee may be repaid by the Contractor or otherwise credited to the Government, at the time of final payment in accordance with applicable contract terms and conditions. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Costs" or "Limitation of Funds" either of which clauses as incorporated herein shall apply to this contract. The terms of the above provision entitled PAYMENT OF FEE shall also apply to the option periods. Any unused direct labor or estimated cost from one contract year is not transferable for use in a subsequent (option) year.

#### Option Period 3:

This contract requires performance by the Contractor for the period of 01 April 2019 through 31 March 2020. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties. Because it is the express intent of the Government to make monthly payments for the tasks set forth in this contract, the Government shall make payment, on account of the fixed fee established at award, at the rate per direct labor hour invoiced by the Contractor under the clause entitled "Fixed Fee" (FAR 52.216-8) for the related period, subject to the withholding provisions of paragraph

(b) of said clause. Any balance of fixed fee shall be paid the Contractor, or any overpayment of fixed fee may be repaid by the Contractor or otherwise credited to the Government, at the time of final payment in accordance with applicable contract terms and conditions. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Costs" or "Limitation of Funds" either of which clauses as incorporated herein shall apply to this contract. The terms of the above provision entitled PAYMENT OF FEE shall also apply to the option periods. Any unused direct labor or estimated cost from one contract year is not transferable for use in a subsequent (option) year.

#### Option Period 4:

This contract requires performance by the Contractor for the period of 01 April 2020 through 15 January 2021. It is understood that the actual quantity of effort required hereunder may fluctuate from the amount estimated by the parties. Because it is the

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 5 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

express intent of the Government to make monthly payments for the tasks set forth in this contract, the Government shall make payment, on account of the fixed fee established at award, at the rate per direct labor hour invoiced by the Contractor under the clause entitled "Fixed Fee" (FAR 52.216-8) for the related period, subject to the withholding provisions of paragraph (b) of said clause. Any balance of fixed fee shall be paid the Contractor, or any overpayment of fixed fee may be repaid by the Contractor or otherwise credited to the Government, at the time of final payment in accordance with applicable contract terms and conditions. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause hereof entitled "Limitation of Costs" or "Limitation of Funds" either of which clauses as incorporated herein shall apply to this contract. The terms of the above provision entitled PAYMENT OF FEE shall also apply to the option periods. Any unused direct labor or estimated cost from one contract year is not transferable for use in a subsequent (option) year.

**LEVEL OF EFFORT – OPTION PERIOD**

The terms of the above provision entitled "Fee Adjustments Due to Variations in the Level of Effort" shall apply to the following option period(s). Any unused level of effort (direct labor hours) or estimated cost from one year is not transferable or available for use in a subsequent (option) year.

**OPTION PERIOD I**

01 April 2017 through 31 March 2018

Estimated total hours

**OPTION PERIOD II**

01 April 2018 through 31 March 2019

Estimated total hours: OPTION

**PERIOD III**

01 April 2019 through 31 March 2020

Estimated total hours:

**OPTION PERIOD IV**

01 April 2020 through 15 January 2021

Estimated total hours:

**PAYMENT OF FIXED FEE – CPFF TERM LEVEL OF EFFORT CONTRACT**

(a) The fixed fee, if any, as specified in Section B of this task order, subject to any adjustment required by other provisions of this task order, will be paid in installments (the total of which shall not exceed 85 percent of the total fixed fee), to be paid at the time of each provisional payment on account of the allowable cost. The amount of each such installment is to be a direct ratio of the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in this section by the clause entitled "Level of Effort". The balance of the fixed fee shall be payment in accordance with other clauses of this task order. 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.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 6 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

See Attachment 1



CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 7 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## **SECTION D PACKAGING AND MARKING**

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

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 8 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

Clause incorporated by reference:

52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 9 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

7000	4/1/2016 - 3/31/2017
7100	4/1/2017 - 3/31/2018
7200	4/1/2018 - 3/31/2019
7300	4/1/2019 - 3/31/2020
7400	4/1/2020 - 1/15/2021
9000	4/1/2016 - 3/31/2017
9100	4/1/2017 - 3/31/2018
9200	4/1/2018 - 3/31/2019
9300	4/1/2019 - 3/31/2020
9400	4/1/2020 - 1/15/2021

### CLIN - DELIVERIES OR PERFORMANCE

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

7000	4/1/2016 - 3/31/2017
7100	4/1/2017 - 3/31/2018
7200	4/1/2018 - 3/31/2019
7300	4/1/2019 - 3/31/2020
7400	4/1/2020 - 1/15/2021
9000	4/1/2016 - 3/31/2017
9100	4/1/2017 - 3/31/2018
9200	4/1/2018 - 3/31/2019
9300	4/1/2019 - 3/31/2020
9400	4/1/2020 - 1/15/2021

Clauses incorporated by reference:

52.242-15 Stop Work Order (AUG 1989) Alternate I

52.247-34 FOB Destination (NOV 1991)

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 10 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

**Contracting Officer:**

**Contract Specialist:**

**Contracting Officer's Representative (COR):**

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (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.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 11 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

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

**Cost Voucher**

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

**N57025**

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N00244
Admin DoDAAC	N00244
Inspect By DoDAAC	N/A
Ship To Code	N57025
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N57025
Service Acceptor (DoDAAC)	N57025
Accept at Other DoDAAC	N/A
LPO DoDAAC	N57025
DCAA Auditor DoDAAC	N/A
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.

WAWF Acceptor -

WAWF Certifier -

(g) WAWF point of contact.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 12 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

N/A

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

(End of clause)

### **SEAPORT-e TASK ORDER ADMINISTRATION PLAN**

The government point-of-contact for all contractual matters is:

Contracts Specialist

In order to expedite the administration of this task order, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the task order award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications or information regarding the administration function assigned.

1. The Procuring Task Order Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of task orders.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in task order terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in FAR 42.302, except those areas otherwise designated as the responsibility of the Contracting Officer's Representative (COR) or someone else herein.

3. The Defense Contract Audit Agency (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of this task order prior to final payment to the contractor.

4. The paying office is responsible for making payment of proper invoices after acceptance is documented.

5. The Contracting Officer's Representative (COR) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the task order. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic task order between the contractor and any other person be effective or binding on the government. If in the opinion of the contractor, an effort outside the scope of the task order is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a task order change. The COR duties are as follows:

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 13 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

a. Technical Interface

(1) The COR is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations /clarifications of specific details relating to technical aspects of task order requirements; milestones to be met within the general terms of the task order or specific subtasks of the task order; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the task order. The COR is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a task order change. The COR shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Task Order Surveillance

(1) The COR shall monitor the contractor's performance and progress under the task order.

(2) The COR will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance. For surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the task order. If the task order is directed to perform the task order services in a specific manner, the line is being crossed. In such a situation, the COR's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the task order into one for personal services.

(3) The COR shall monitor the contractor's performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation. When task order performance is taking place at a government location, the COR shall also monitor contractor employees performing under the task order with regard to kind, number and hours worked to ensure that the contractor is properly charging time applied to the task order. A record of such personal observations should be kept and reports and/or personal observations of the COR.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the task order you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible task order, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of task order performance. Subsequent CPARs covering any task order option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR must take into consideration all documentary information available and any information developed from personal observations.

2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR may request DCAA to take a payment offset on questioned costs, when documentary evidence or personal observations do not support submitted invoices.

The COR shall notify DCAA when questioned costs have been resolved with the contractor. The COR will ensure that DCAA conducts floor checks and/or timecard checks when actual monitoring is not feasible. The COR will

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 14 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

be cognizant of the invoicing procedures and the prompt payment due dates detailed elsewhere in the task order.

(3) The COR shall work with the Contractor to obtain and execute a final voucher no more than 60 days after completion of task order performance. The COR shall ensure that the voucher is clearly marked as a “Final Voucher.”

d. Task Order Modifications.

(1) The COR is responsible for developing the performance work statement for change orders, technical direction letters (TDLs) or modifications and for preparing an independent government cost estimate of the effort described in the proposed performance work statement.

(2) Once the Task Ordering Officer has requested and received the contractor's proposal the COR shall review and evaluate the contractor's proposal and furnish comments and recommendations to the PCO.

e. Administrative Duties

(1) The COR is responsible for taking appropriate action on technical correspondence pertaining to the task order and for maintaining files on each task order. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the task order.

(3) The COR must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR will take the necessary steps to ensure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The COR is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The COR is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Task Order Completion Statement

(1) The COR is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any task order option and 60 days after task order completion. The report shall include a written statement that services were or were not received in accordance with the task order terms and that the task order is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor. For task orders where technical direction letters (TDLs) are issued, one consolidated report which addresses all actions under the task order may be submitted.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the task order you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of task order completion.

(3) The COR is responsible for providing necessary assistance to the Task Ordering Officer in performing Task Order Close-out in accordance with FAR 4.804, Closeout of Task Order Files.

6. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the COR. The TA does not have the authority to provide any technical direction or clarification to the



CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 15 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

task order. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the COR.
- b. Review task order deliverables, recommend acceptance/rejection, and provide the COR with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable task order in accordance with the format and procedures prescribed by the COR.
- d. Identify task order noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices for the appropriate mix of types and quantities of labor, materials, and other direct costs, and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR with timely input regarding technical clarifications for the performance work statement, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the COR subsequent to any interface between the TA and contractor.

### Quality Assurance Surveillance Plan

Performance Objective	Performance Standards	Acceptable Level Of Quality (AQL)	Monitoring Method
Quality of Service	Meets contract technical requirements at least 95% of the time	Fulfills contract technical requirements, was proactive in response and improved methods at least 90% of the time	Monthly, Review of task and contract deliverables, monitoring of employees
Schedule	Meets schedule requirements at least 95% of the time	Meets schedule requirements at least 85% of the time	Quarterly; Evaluation of products submitted according to contractual or agreed schedule.
Cost Control	Meets Service and schedule requirements while keeping direct and indirect costs below awarded contract value.	Meets Service and schedule requirements while keeping direct and indirect costs within awarded contract value.	Monthly; Review and projection of contractor invoices
Business Relations	Satisfy government concerns and issues within a reasonable time 95% of the time	Satisfy government concerns and issues within a reasonable time 90% of the time	Monitoring of daily interaction with government personnel, and validated customer complaints.
Management of Key Personnel	Contractor staffing provides exceptional contract performance with minimum government oversight	Contractor staffing provides satisfactory contract performance with some government direction.	Weekly; Responsiveness of the contractor to government questions and concerns about contractor staff.
Customer Satisfaction	Contractor satisfies contract requirements in terms of productivity, responsiveness, schedule and cost.	Contractor meets contract requirements with nominal government involvement and guidance. Addresses government concerns.	Customer surveys and validated customer complaints.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 16 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

5252.242-9404 REPORTING REQUIREMENTS (JAN 1992)

A status report shall be submitted on a monthly basis to the Procuring Contracting Officer, Contracting Officer's Representative, Ordering Officer (if applicable) and Administrative Contracting Officer. The report shall provide the number of hours expended, the total cost incurred to date, data status and delivery status.

5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (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 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.

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

Accounting Data

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 17 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 18 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION H SPECIAL CONTRACT REQUIREMENTS

### Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

### ORGANIZATIONAL CONFLICT OF INTEREST

#### A. Introduction

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest.

The contract requires the contractor, herein defined, to provide management support, professional consulting services, in particular, the contract calls for the contractor to provide engineering and technical direction, as defined in FAR Part 9.505-1. In addition, the contractor will be providing other administrative support that may include accessing and/or preparing budget information; accessing and/or preparing documents containing Privacy Act information. These services will be provided to COMNAVAIFOR, COMMARFORPAC, and COMMARFORLANT. The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that the opinions and recommendations provided in this contract are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this contract will not be improperly exploited to affect competition or released in contravention of the Trades Secret Act or the Privacy-Act.

#### B. Definitions

- (1) "Contractor" means the firm awarded this contract or task order;
- (2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement.
- (3) "Affiliates" means employees, agents, or officers of the Contractor, its subsidiaries or parent companies, and first tier subcontractors involved in performance of this contract.
- (4) "Interest" means organizational or financial interest;
- (5) "Term of this task order" means the period of performance of any task order issued with this restriction, including any extensions thereto; and
- (6) "Contracting Officer" is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 19 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Conflict of Interest clause.

#### B. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation requiring it to provide products/services to be evaluated under this contract. By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation where access to listed program business sensitive information, budgetary information, or technical documentation may give it an unfair advantage in developing a competitive proposal for that solicitation, or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the Contractor is otherwise not considered objective or impartial. [In no event may the contractor refuse to provide services/support in accordance with contract terms because of a potential or actual organizational conflict of interest that could affect future competitive acquisitions.]

#### C. PROSPECTIVE RESTRICTIONS ON CONTRACTING:

Contractor understands and agrees that if it actually develops systems' specifications (see FAR 9.505-2) and/or provides systems' engineering and technical direction, as defined in FAR Part 9.505-1, it cannot be awarded a contract to supply the system, subject of the specification or systems engineering and technical direction. It cannot be a subcontractor or consultant to a supplier of the system or any of its major components. Contractor may provide administrative support and may have access to Government business-sensitive data and/or Privacy Act information. For a period of one year after contract is completed, neither it nor its affiliates shall propose in response to a solicitation, nor shall it consult or exchange information with any offeror, where such data would provide it with an advantage in that solicitation.

#### D. RESTRICTIONS ON DISCLOSURE

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract. Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2, Privacy Act.

The Contractor shall have each and every employee accessing information that is subject to these restrictions sign a "non-disclosure agreement." These agreements shall be maintained by the Contractor and shall be available for review/submission to the Contracting Officer or Ordering Officer upon request. These non-disclosure agreements must be maintained by the Contractor for the life of the contract plus five-years (5). Before destroying these documents, the Contractor must contact the Contracting Officer for further guidance – these documents may still be documentary evidence to be preserved in the case of litigation. In which case, the documents may have to be maintained in perpetuity. If for some reason, the documents cannot be maintained for the time frames set forth above, the contractor should notify the Contracting Officer for further guidance and possible release to the Navy.

In accordance with FAR 9.505-4, Contractor may access third-party procurement sensitive or tradesecret information after execution of an agreement with the third-party agreeing to protect the information from unauthorized use or disclosure. Contractor shall immediately notify the Contracting Officer if it has been tasked to access such data; and, it shall promptly execute an agreement with any third-party providing that data, prior to reviewing, manipulating or otherwise, accessing such data. If no agreement is reached (copy to be furnished to the contracting officer), the Contractor shall cease and desist any further actions resulting in accessing thirdparty trade-secret information and contact the Contracting Officer for further guidance. Under no circumstances shall any such data be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer. Contractor agrees to put this clause, or one in substantial conformance to this clause, in its subcontractors when, as indicated, the subcontractor or its employees will be providing the services identified herein. A subcontractor may therefore be bound by the terms and conditions of this OCI clause.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 20 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

#### E. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this task order and that the Government may, in addition to any other remedy available, terminate the contract for default.

Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s).

#### **5252.237-9400 SUBSTITUTION OR ADDITION OF PERSONNEL (JAN 1992) (NAVSUP)**

(a) The Contractor agrees to assign to the contract those persons whose resumes, personnel data forms, or personnel qualification statements were submitted as required by Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made, except in accordance with this clause.

(b) The Contractor agrees that: during 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 (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding 30 working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the Contractor shall propose a substitute of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least 15 days (30 days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal or higher than the qualifications of the person being replaced.

(e) In the event of a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than, or equal to, at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Contractor, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated, or have otherwise become unavailable to perform under the contract is not reasonably forthcoming, or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default, or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the Contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss, or damage as a result of the Contractor's actions.

(End of Clause)

#### **5252.204-9400 Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems (May 2010)**

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 21 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – "DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)" dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives. This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the Navy Command's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer.

#### Non-Sensitive Positions

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements: Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the US (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a Federal Bureau of Investigation (FBI) fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions

Two FD-258 Applicant Fingerprint Cards

Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI.

The Contractor's Security Representative shall be responsible for initiating reinvestigations as required. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

#### Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 22 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

SF-85P Questionnaire for Public Trust Positions

Two FD-258 Applicant Fingerprint Cards

Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

When access to IT systems is required for performance of the contractor employee's duties, such employees shall inprocess with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date.

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM).

Suitability/security issues identified by the Navy Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR.

The VAR requires annual renewal for the duration of the employee's performance under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is



CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 23 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees for working in nonsensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or access to a federally-controlled information system/network and/or access to government information.

(End of clause)

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 24 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

- 52.204-2** Security Requirements (AUG 1996)
- 52.204-7** System for Award Management (JUL 2013)
- 52.204-10** Reporting Executive Compensation and First-Tier Subcontract Awards (OCT2015)
- 52.216-8** Fixed Fee (JUN 2011)
- 52.217-5** Evaluation of Options (JUL1990)
- 52.219-8** Utilization of Small Business Concerns (OCT 2014)
- 52.219-9** Small Business Subcontracting Plan Alternate II (OCT 2001)
- 52.222-4** Contract Work Hours and Safety Standards Act - Overtime Compensation (MAY 2014)
- 52.222-17** Non-displacement of Qualified Workers (MAY 2014)
- 52.222-41** Service Contract Labor Standards (May 2014)
- 52.222-42** Statement of Equivalent Rates for Federal Hires (May 2014)
- 52.222-43** Fair Labor Standards Act and Service Contract Labor Standards – Price Adjustment (MAY 2014)
- 52.222-46** Evaluation of Compensation For Professional Employees (FEB 1993)
- 52.223-5** Pollution Prevention and Right-to-Know Information (MAY 2011)
- 52.223-6** Drug-Free Workplace (MAY 2001)
- 52.223-10** Waste Reduction Program (MAY 2011)
- 52.228-7** Insurance-Liability to Third Persons (MAR 1996)
- 52.232-18** Availability of Funds (APR 1984)
- 52.232-20** Limitation of Cost (APR 1984)
- 52.237-2** Protection of Government Buildings, Equipment, and Vegetation (APR 1984)
- 52.245-1** Government Property (APR 2012)
- 52.245-9** Use and Charges (APR 2012)
- 52.203-7000** Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
- 52.204-7005** Oral Attestation of Security Responsibility (NOV 2001)
- 52.204-7008** Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015)
- 52.204-7009** Limitations on the Use or Disclosure of Third-Party Contractor Information (AUG 2015)
- 52.204-7012** Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015)
- 52.211-7007** Reporting of Government-Furnished Property (AUG 2012)
- 52.219-7003** Small Business Subcontracting Plan (DOD Contracts) (OCT 2014)
- 52.223-7004** Drug-Free Work Force (SEP 1988)
- 52.223-7006** Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials – Basic (SEP 2014)
- 52.231-7000** Supplemental Cost Principles (DEC 1991)
- 52.239-7009** Representation of Use of Cloud Computing (AUG 2015)
- 52.239-7010** Cloud Computing Services (AUG 2015)
- 52.245-7001** Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)
- 52.245-7002** Reporting Loss of Government Property (APR 2012)
- 52.245-7003** Contractor Property Management System Administration (APR 2012)
- 52.245-7004** Reporting, Reutilization, and Disposal (MAR 2015)

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 25 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

**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 anytime prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 day 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 60 months.

**52.222-2 – PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

- (a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --
  - (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
  - (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
  - (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
  - (4) That will result in lower overall costs to the Government.
- (b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--
  - (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
  - (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
  - (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
  - (4) Provide reasons why the required work cannot be performed by using multi-shift operations or by employing additional personnel.

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

- (a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.
- (b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 26 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

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

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

(End of clause)

CONTRACT NO. N00178-04-D-4026	DELIVERY ORDER NO. N00178-04-D-4026-NW05	AMENDMENT/MODIFICATION NO. 10	PAGE 27 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Attachment 1 - Performance Work Statement (PWS)

Attachment 1a - Performance Work Statement (PWS) Revision (Dec 2019)

Attachment 2 - DD-254

Attachment 3 - Wage Determination 15-5635 (Rev. 12)

Attachment 4 - CDRL A001

Attachment 5 - CDRL A002

Attachment 6 - CDRL A003

Attachment 7 - Travel Request Form

Attachment 8 - Monthly Status Report

Attachment 9 - Monthly Financial Report