

2. AMENDMENT/MODIFICATION NO. P00001	3. EFFECTIVE DATE 21-Dec-2017	4. REQUISITION/PURCHASE REQ. NO. 53-0014-18	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00173	7. ADMINISTERED BY (If other than Item 6) CODE	S5111A

Naval Research Laboratory
4555 Overlook Ave., SW
Washington DC 20375

DCMA HAMPTON
2000 Enterprise Parkway, Suite 200
Hampton VA 23666

SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Peraton Inc. dba Harris Corporation 12975 Worldgate Drive, Ste 2413 Herndon VA 20170-6008	9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7714 / N0017318F3000 10B. DATED (SEE ITEM 13) 25-Oct-2017
CAGE CODE 9M715 FACILITY CODE	[X]

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) Pursuant to Far 52.232-22 limitation of funds

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)		
	Contracting Officer		
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)	21-Dec-2017

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GENERAL INFORMATION

The purpose of this modification is to provide a incremental funding of \$400,000.00 and to add a schedule of payments for Year 1 (item 8000). 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:

800001:

From: AA 97X4930 NH4A 000 77777 0 000173 2F 000000

To: AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000

The total amount of funds obligated to the task is hereby increased from _____ by _____
to _____

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
800001	Fund Type - TBD			

The total value of the order is hereby increased from _____ by _____ to _____

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	D301	The Contractor shall provide Information Technology Support as specified in Section C, Descriptions and Specifications. (Fund Type - TBD)		LO		
800001	D301	The Contractor shall provide Information Technology Support as specified in Section C, Descriptions and Specifications. (Fund Type - TBD)				

For FFP / NSP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8001		Data in accordance with Exhibit A, "DD Form 1423". Not Separately Priced		LO		NSP

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8002	D301	The contractor shall provide Information technology support as specified in Section C, Description and specifications (Fund Type - TBD) Option		LO		
8003	D301	The Contractor shall provide Information Technology Support as specified in Section C, Descriptions and Specifications. (Fund Type - TBD) Option		LO		
8004	D301	The Contractor shall provide Information Technology Support as specified in Section C, Descriptions and Specifications. (Fund Type - TBD) Option		LO		
8005	D301	The Contractor shall provide Information Technology Support as specified in Section C, Descriptions and Specifications. (Fund Type - TBD) Option		LO		

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Statement of Work

Information Technology Support

1.0 Purpose

- 1.1 The Purpose of this effort is to assist the Naval Research Laboratory's (NRL) Radar Division (Code 5300) with Information Technology (IT) support for technical and administrative needs.

2.0 Tasking

- 2.1 The contractor shall provide IT support to all Radar Division personnel on Nicenet, SIPRNet, SCI and Radar5300SCF systems. The Contractor shall install, configure, operate, test, troubleshoot, update, fix, replace, maintain, administer and optimize a variety of networked systems. Procedures must be developed and maintained for systems such as set up, startup, shutdown, integration, troubleshooting, and operation. Information Technology professionals will monitor the networks and security devices for compliance with Department of Defense (DoD) Information Assurance regulations, applying software patches and updates, and acting upon Information Assurance Vulnerability Alert (IAVA) scan results. Network applications and services are supported at different classification levels. Solutions are developed to monitor performance, provide scaling capability, and improve quality of service. Systems are installed, and errors resolved. Support will be provided in the preparation and testing of DoD and US Government computer and/or network systems for accreditation.

Tasks can include, but not limited to:

- 2.1.1 Implement Security Technical Implementation Guides (STIGS) to harden NICENet and SIPRNET computing and network equipment per DoD standards. Use DoD approved scanning tools such as ACAS, Nexus and SCAP for monitoring security of NICENet and SIPRNET systems
- 2.1.2 Manage software installations on NICENet and SIPRNET per DADMS guidelines.
- 2.1.3 Monitor and report system compliance using Belarc BelManage software.
- 2.1.4 Use Group Policy Objects (GPOs) to maintain STIG compliance and update third party software on all systems in Radar Division Windows Active Directory (AD) domain.
- 2.1.5 Install/configure/update Centrify COTS software to implement Single Sign On (SSO) to Windows, Linux and MacOSX systems per DoD guidelines.
- 2.1.6 Manage/update/configure MS Exchange email server for Radar users, integrating Exchange with Windows, MacOSX and Linux email users.
- 2.1.7 Install/update/configure Blackberry Enterprise Server and KNOX software for access to Radar Division email via Blackberry, Samsung and iPhone cell phones.

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2.1.8 Manage encryption of GFE mobile phones using Blackberry Enterprise Server and KNOX server. Configure and maintain mobile computing system and disk encryption using Bitlocker, WinMagic SecureDoc and FileVault software.

2.1.9 Provide Security Engineering design and System Engineering network design via the Enterprise Architecture and fully integrate both.

3.0 Deliverables

The Contractor shall provide a Financial Status Report and a Monthly Invoice Report in accordance with Exhibit A, Contract Data Requirements Lists DD Form 1423.

4.0 Period of Performance

The period of performance for this effort is sixty (60) months from date of award.

5.0 Special Requirements

The section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

5.1 Security

- a. Specifically designated contractor personnel assigned to this contract must possess a favorably adjudicated DoD Tier 3 investigation and a final SECRET DoD granted personnel security clearance.
- b. The contractor will NOT be required to generate, receive or store CLASSIFIED material at the contractor's facility.
- c. A visit request is required for all personnel assigned to work on this contract. Visit requests must include full name, social security number, contract number and should also state if Government furnished computer equipment will be required.
- d. Prime contractor will forward a copy of all subcontracts and task orders, related to this contract, regardless of classification, must be approved in advance, in writing, by the Head of the Naval Research Laboratory's Information Security and Special Programs. The prime contractor will coordinate the approval of all subcontracts and task orders with the Contracting Officer's Representative (COR). The COR will in turn, coordinate the approved paperwork with the Head of NRL's Information Security and Special Programs.
- e. Proprietary, Privacy Act or For Official Use Only Information associated with this contract, must be handled/controlled IAW DoD 5200.01 Vol. 4. Prime contractor will provide the security classification guidance for classified work required under this contract.
- f. NATO briefings required. NATO access authorized at SECRET level only. Initial NATO briefings must be within a 5 year scope of the completed investigation. Visit request and a copy of NATO indoctrination must be sent to Code 1231 for all initial NATO briefings, prior to access. NATO briefings date must be within the current year. Annual refresher briefings for NATO access are required. A copy of the signed annual re-briefings must be forwarded to NRL Code 1231 annually.
- g. Foreign Nationals are not authorized to work on this contract.
- h. All contractors (including subcontractors) identified in the Statement of Work shall supplement their current security practices by requiring any personnel involved in executing the contract to complete Government-sponsored and administered Operations Security (OPSEC) training, OPSE-1301 and any OPSEC guidance that may pertain to the project.

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i. Contractor personnel performing any function designated as a component of the Cyber Security Work Force (CSWF), and /or having privileged user access to NRL information systems will require background investigations and security clearances commensurate with the access level and security classification of the system being accessed as specified in DON 5239.2M (2009). System Administrators with privileged access may work in the computing, network and/or enclave environments. System Administrators with privileged access shall meet the training and certification requirements for IAT level I at the computing environment (CE), IAT level II at the network environment (NE), and IAT level III for the enclave environment as specified in DON 5239.2M (2009). The submission of a DoD TIER 5 Investigation is required for all System Administrators with privileged access serving in these position.

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SECTION D PACKAGING AND MARKING

D-1 PACKAGING AND MARKING

All unclassified data and deliverable contract line items shall be preserved, packaged, packed and marked and must conform to normal commercial packing standards to assure safe delivery at destination.

D-2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated February 28, 2006 and the DD 254 - Contract Security Classification Specification.

D-3 The Contractor shall mark all shipments under this contract in accordance with the addition of ASTM-D-3951-90 "Standard Practice for Commercial Packaging" in effect on the date of the contract.

D-4 The Contractor shall comply with FED STD 313 (Symbols for Packages and Containers for Hazardous Industrial Chemical and Materials) to the extent applicable.

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SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE

FAR 52.246-4 Inspection of Services - Fixed Price, AUG 1996

DFARS 252.246-7000 Material Inspection and Receiving Report, MAR 2008

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer's Representative (COR) designated in Section G of this task order. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320

Constructive acceptance, in accordance with FAR 32.904, shall be deemed to have occurred on the 7th day after the final delivery.

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000

10/25/2017 - 10/24/2018

DELIVERIES OR PERFORMANCE

■ **F-1DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:**

FAR CLAUSE

TITLE

[52.242-15](#)

Stop-Work Order

(AUG 1989)

[52.247-34](#)

F.O.B. Destination

(NOV 1991)

■ **F-2FAR [52.211-8](#) – Time of DELIVERY (JUN 1997)**

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

Item No:	Quantity	Period of performance
B. 8000 (Year 1)	12 months	10/25/2017 – 10/24/2018
8002 (Year 2)	12 months	10/25/2018 – 10/24/2019
8003 (Year 3)	12 months	10/25/2019 – 10/24/2020
8004 (Year 4)	12 months	10/25/2020 – 10/24/2021
8005 (Year 5)	12 months	10/25/2021 – 10/24/2022

■ **F-3PLACE OF DELIVERY - FOB DESTINATION**

Services will be performed at the government location below. The period of performance shall be twelve months from the date of award with Four (4) twelve(12) month option periods.

Contract officer's Representative: Richard Madden
Naval Research Laboratory

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Contract Number N00173-18-C-2002

ATTN:

CODE: 5313

LOCATION:

4555 Overlook Avenue, SW
Washington DC 20375-5320

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SECTION G CONTRACT ADMINISTRATION DATA

G-1 CONTRACT ADMINISTRATION

In order to expedite administration of this contract, the following delineation of duties is provided, including the names and contact information, for each individual or office specified. Contact the individual/position designated as having responsibility for any questions, clarifications or information regarding the functions assigned herein.

(a) The Administrative Contracting Officer (ACO), designated in Block 6 on the Standard Form 26, will expedite administration of the contract and direct inquiries to the appropriate office listed below.

(b) The Contract Administration Office (CAO) designated in Block 20A on the Standard Form 26 is responsible for all matters specified in FAR 42.302(a) and DFARS 242.302(a), except in those areas otherwise designated herein.

Contract Specialist:

NRL Competition Advocate:

Task Order Ombudsman (FAR 16.505(b):

Security Matters: Contracting Officer's Representative for Security, Code 1226,

Safety Matters: Head Safety Branch, Code 3540,

Patent Matters: Associate Counsel (Intellectual Property), Code 1008.2,

Release of Data: Public Affairs Officer, Code 1030,

(c) Contract administration functions withheld, additional contract administration functions assigned, or special instructions are set forth below:

N/A

(d) Inquiries regarding payment should be referred to DFAS at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>.

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

(a) **Richard Madden** is hereby designated as the Contracting Officer's Representative (COR). Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be re-delegated. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor via contract modification.

(b) The responsibilities and limitations of the COR are as follows:

- (1) Providing technical direction and guidance as necessary with respect to the performance of work under this contract. Technical direction and guidance may be used to provide technical advice/recommendations /clarifications on the statement of work/specifications. It MAY NOT be used to tell the contractor how to perform the work.
- (2) Submitting interim and final Contractor Performance Assessment Reports (CPARS) at

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www.cpars.csd.disa.mil/cparsmain.htm.

- (3) Quality assurance of services performed or deliveries made
 - (4) Inspection and acceptance of services or deliverables
 - (5) Ensuring that Government Furnished Property, to include any contractor use of on-site equipment and/or IT resources is adequately monitored and accounted for.
 - (6) Security requirements on Government installation, such as the request and retrieval of personnel security badges and vehicle passes.
 - (7) Monitoring contractor's performance and promptly report problems and recommendations for corrective action to the PCO
 - (8) Annually, furnish a written report on performance of the contractor to the PCO. And, if deemed necessary, attending a follow-up meeting to discuss.
 - (9) Attend post award conference, if conducted.
 - (10) Ensuring a copy of all Government technical correspondence, to include Technical Direction Memorandums/Guidance, is forwarded to the PCO for placement in the contract file.
 - (11) Monitoring of funds expended
 - (12) Ensuring that the Contractor does not exceed the defined statement of work set forth in the contract.
- (c) **Limitations:** The COR is not authorized to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or the statement of work/specifications, a modification must be issued in writing and signed by the Contracting Officer in order to effect such changes. No such changes shall be made without the express written prior authorization/direction of the Contracting Officer.

(*To be filled in at task order award)

G-3 DFARS 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.

(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

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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 _____

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.

_____ Destination _____

(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.

(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.

ROUTING DATA TABLE

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00173
Admin DoDAAC	S5111A
Inspect By DoDAAC	N00173
Ship To Code	N00173
Ship From Code	N00173
Mark For Code	Code 5300
Service Approver (DoDAAC)	N00173
Service Acceptor (DoDAAC)	N00173
LPO DoDAAC	

(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.

* COR

* AO-

!

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting

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activity's WAWF point of contract.

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

(End of clause)

G-5 DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) 8000 is incrementally funded. For this/these item(s), the sum of \$ 500,000.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

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(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

execution of Contract- Pursuant to the limitation of funds Clause FAR 52.232-22 the amount presently available for payment and allotted to item no: 800001 of this contract is

It is estimated that it is sufficient for contract performance through 08/10/2018.

Accounting Data

SLINID	PR Number	Amount
800001	53-0013-17	-----
LLA :		
AA 97X4930 NH4A 000 77777 0 000173 2F 000000		

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BASE Funding
Cumulative Funding

MOD P00001

800001 53-0014-18

LLA :

AA 97X4930 NH4A 000 77777 0 000173 2F 000000 N00173Z45000

MOD P00001 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

The Government anticipates award of a Firm Fixed Price (FFP) task order.

H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent'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 described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel: *

<u>LABOR CATEGORY</u>	
Senior Computer System Engineer	
Senior Computer Network Specialist	
Systems Administrator	

(*To be completed at time of award)

H-3 ONR 5252.235-9714 - REPORT PREPARATION (JUL 2005)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 fax: 301-206-9789.]

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H-4 ORGANIZATION CONFLICTS OF INTEREST

(a) Definitions.

The term “contractor” includes the Contractor and its employees, affiliates, marketing consultants (if any), consultants, and subcontractors at all tiers.

“Organizational Conflict of Interest” (“OCI”) means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. FAR 2.101. An OCI may result when (1) activities or relationships create an actual or potential conflict of interest related to the performance of the Statement of Work (SOW) of this Contract; or, (2) when the nature of the SOW on this Contract creates an actual or potential conflict of interest with respect to the Contractor in relation to a future acquisition.

“Marketing consultant,” means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a Government contract by that offeror. An independent contractor is not a marketing consultant when rendering— (1) Services excluded in FAR Subpart 37.2; (2) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities); (3) Routine legal, actuarial, auditing, and accounting services; and (4) Training services.

(b) In accordance with the guidance in FAR Subpart 9.5, the Contracting Officer has determined that potentially significant organizational conflicts of interest (OCIs) could result if the Contractor is allowed to participate (at any level) in future Federal Government acquisitions that include requirements that may be established or affected by the performance of the Statement of Work (SOW) by the Contractor under this Contract.

(c) It is understood and agreed that the Contractor may be ineligible (unless expressly exempted as provided in FAR Part 9.5) to act as a prime contractor, subcontractor, or consultant or subcontractor to any prime contractor or subcontractor at any tier, for any future requirements (for services, systems, or components of systems) procured by any Federal Government activity where the Contractor, in performance of the SOW under this Contract, has provided or is providing support (as described in FAR 9.505-1 through 9.505-4) that establishes or affects future requirements or may affect the future competition.

(d) The contracting officer responsible for securing future requirements, in his/her sole discretion, may make a determination to exempt the Contractor from ineligibility as described in subparagraph (c) above provided the Contractor submits an acceptable mitigation plan.

(1) Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; a reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); data security measures; and, non-disclosure agreements.

(2) The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation is a unilateral decision made solely at the discretion of the Government and is not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(3) Nothing contained herein shall preclude the contracting officer in future Federal Government acquisitions from making his/her own determination as to whether an OCI exists and whether any such OCI has been successfully mitigated.

(e) The Contractor shall apply this clause to any subcontractors or consultants who: have access to proprietary information received or generated in the performance of this Contract; and/or, who participate in the development of data, or participate in any other activity related to this Contract which is subject to the terms of this clause at the prime contractor level.

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(f) The Contractor agrees that it and its subcontractors at all levels shall use reasonable diligence in protecting proprietary data/information that is received or generated in performance of this Contract in accordance with this clause and any other clause of this Contract pertaining to the nondisclosure of information. The Contractor further agrees that neither it nor its subcontractors will willfully disclose proprietary data/information that is received or generated in the performance of this Contract without the prior permission of the Contracting Officer, and that proprietary information shall not be duplicated, used or disclosed, in whole or part, for any purpose other than to accomplish the work required by the Contract.

(g) The Contractor and its Subcontractors at all levels shall inform their employees that they are required to comply with the applicable requirements and restrictions contained in: restrictive markings applicable to data/information that they receive or generate in the performance of this Contract; FAR Subpart 9.5 pertaining to actual or potential OCIs; FAR 3.104 pertaining to requirements and restrictions under the Procurement Integrity Act; and, Defense FAR Supplement (DFARS) 252.204-7000 pertaining to “Disclosure of Information.”

(h) The Contractor agrees to enter into written agreements with all companies whose proprietary data it shall have access to and to protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the Contracting Officer copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this Contract with the same caution that a reasonably prudent Contractor would use to safeguard its own highly valuable property. The Contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.

(i) The Contractor shall not distribute reports, data or information of any nature received or arising from its performance under this Contract, except as provided by this Contract or as may be directed by the Contracting Officer.

(j) The Contractor agrees that if in the performance of this Contract it discovers a potential OCI, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken, or proposes to take, to avoid or mitigate such conflicts.

H-5 SPECIAL CONTRACT REQUIREMENT REGARDING NON-DISCLOSURE OF INFORMATION

Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such data. In the course of performing this Contract, the Contractor may be or may have been given access to: Source Selection Information [as defined in Federal Acquisition Regulation (FAR) 3.104]; data that has been assigned (or data that is generated by the Contractor that should be assigned) a contractually required or other Government distribution control (such as a Distribution Statement prescribed in DoD Directive 5230.24); and/or data that has been given a restrictive legend by the source of the data such as “business sensitive,” “proprietary,” “confidential,” or word(s) with similar meaning that impose limits on the use and distribution of the data (see for example FAR 52.215-1(e)). All such data with limitations on use and distribution are collectively referred to herein as “protected data.”

This Special Contract Requirement supplements and implements Defense FAR Supplement (DFARS) 252.204-7000, “DISCLOSURE OF INFORMATION.” As a condition to receiving access to protected data, the Contractor shall: (1) prior to having access to protected data, obtain the agreement of the source of the protected data to permit access by the Contractor to such protected data; (2) use the protected data solely for the purpose of performing duties under this Contract unless otherwise permitted by the source of the protected data; (3) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any employee of the Contractor unless and until such employee has been informed of the restrictions on use and distribution of the protected data and agreed in writing to conform with the applicable restrictions; (4) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any non-Government person or entity (including, but not limited to, affiliates, subcontractors, successors and assignees of the Contractor), unless the Contracting Officer and the source of the protected data have given prior written approval (which shall be conditioned upon the person receiving the protected data having been informed of the restrictions on use and distribution of the protected data and having agreed in writing to conform with the

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applicable restrictions; (5) establish and execute safeguards to prevent the unauthorized use or distribution of protected data.

Any unauthorized use, disclosure or release of protected data may result in substantial criminal, civil and/or administrative penalties to the Contractor or to the individual who violates a restriction on use or distribution of protected data. Any agreement with another company regarding access to that company's protected data shall not create any limitation on the Government or its employees with regard to such data. A copy of each executed company and individual non-disclosure agreement relating to this Contract shall be provided to the Contracting Officer's Representative (COR).

Appropriate restrictive legends will be included by the Contractor on any copies and reproductions made of all or any part of the protected data and any data that is derived from, based upon, incorporates, includes or refers to the protected data. When the Contractor's need for such protected data ends, the protected data shall be returned promptly to the source of the protected data with notice to the COR. However, the obligation not to use, disclose, release, reproduce or otherwise provide or make available such protected data, or any portion thereof, shall continue, even after completion of the Contract, for so long as required by the terms of any agreement pertaining to the protected data between the Contractor and the source of the protected data, or (in the case of Government information) for so long as required by applicable law and regulation. Any actual or suspected unauthorized use, disclosure, release, or reproduction of protected data or violation of this agreement, of which the company or any employee is or may become aware, shall be reported promptly (within one business day after discovery and confirmation) to the Contracting Officer's Representative (COR).

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SECTION I CONTRACT CLAUSES

I-1 CLAUSES INCORPORATED BY REFERENCE

52.204-18	Commercial Government Entity Code Maintenance	JUL 2016
52.222-2	Payment For Overtime Premiums - The Use of Overtime Is Authorized Under This Contract If the Overtime Premium Does Not Exceed "0"	JUL 1990
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.223-5	Pollution Prevention and Right-To-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2001
52.227-14	Rights in Data - General	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors Disputes	DEC 2013
52.237-2	Protection Of Government Buildings, Equipment, and Vegetation	APR 1984
52.244-2	Subcontracts	OCT 2010
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	OCT 2016
252.203-7997	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements	OCT 2015
252.227-7000	Non-Estoppel	OCT 1966
252.235-7010	Acknowledgment of Support and Disclaimer	MAY 1995
252.235-7011	Final Scientific or Technical Report	JAN 2015
252.244-7001	Contractor Purchasing System Administration	MAY 2014

ALL CLAUSES INCORPORATED BY REFERENCE IN THE BASIC IDIQ CONTRACT APPLY TO THIS TASK ORDER, AS APPLICABLE.

I-2 CLAUSES INCORPORATED BY FULL TEXT

09RA 52.217-9 -- OPTION TO EXTEND THE TERM OF THE CONTRACT. (MAR 2008)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days 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 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years

FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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SECTION J LIST OF ATTACHMENTS

Attachment 2 - Requirements for On-Site Contractors

Attachment 3 - DD Form 254

Attachment 4 - QASP- Quality Assurance Surveillance Plan

Attachment 5 - Supporting Cost Data

Exhibit A - DD form 1423 CDRLS

Attachment 1 - Statement of Work

Schedule of payments are as follows for Item No: 8000 (Year 1)

ITEM NO:	ACRN	Monthly Payments	Price
800001	AA	November	
800001	AA	December	
800001	AA	January	
800001	AA	February	
800001	AA	March	
800001	AA	April	
800001	AA	May	
800001	AA	June	
800001	AA	July	
800001	AA	August	
800001	AA	September	
800001	AA	October	