SOLICITATION/CONTR OFFEROR TO CO.				ISITION NUMBER		PAGE	E1 OF 14
2. CONTRACT NO. HQ0034-09-A-3015		FECTIVE DATE 4.	ORDER NUMBER	5. SOLICITATIC	N NUMBER	6. SOLIC	ITATION ISSUE DATE
7. FOR SOLICITATION INFORMATION CALL:	a. NAME			b. TELEPHONE	NUMBER (No Collect (Calls) 8. OFFE	R DUE DATE/LOCAL TIME
9. ISSUED BY WHS - ACQUISITION DIRECTO 1155 DEFENSE PENTAGON WASHINGTON DC 20301-1155	L	HQ0034	10. THIS ACOUISITION	t	11. DELIVERY FOR F DESTINATION UNLES BLOCK IS MARKED SEE SCHEDULE	SS	SCOUNT TERMS
			HUBZONE SB 8(A)		13a. THIS CONT UNDER DPAS (1		TED ORDER
751.			SVC-DISABLED	VET-OWNED SB	13b. RATING		
TEL: FAX:			EMERGING SB		RFO	IFB	RFP
15. DELIVER TO OSD POLICY	CODE	Q0152	SIZE STD: 16. ADMINISTERED BY	NAICS:		CODE	
4800 MARK CENTER DRIVE, SUITE 12 ALEXANDRIA VA 22350-2100	2020		SE	EE ITEM 9			
17a.CONTRACTOR/OFFEROR	-	CODE 5UTP8	18a. PAYMENT WILL BI	E MADE BY		CODE	HQ0347
SCIENCE APPLICATIONS INTE (b)(6) T710 SAIC DH MC LEAN VA 22102-3703	RNATIONAL CORPO)	DFAS INDIANAPOLIS 8899 E 56TH STREE INDIANAPOLIS IN 462	T			
			_				
TEL. (703) 676-2597					CHOWNEN DLOO		
17b. CHECK IF REMITTAN SUCH ADDRESS IN OFFE		ANDPUT	18b. SUBMIT INVOICE BELOW IS CHECKED			(18a. UNLES	S BLOCK
19. ITEM NO.	20. SCHEDUL	E OF SUPPLIES/ S	SERVICES	21. QUANTITY	22. UNIT 23.	UNIT PRICE	24. AMOUNT
		SEE SCHEDI	JLE				
25. ACCOUNTING AND APPRC	OPRIATION DATA				26. TOTAL AWAR		for Govt. Use Only) b)(4)
H			12-1. 52.212-4. FAR 52.212-3. ERENCE FAR 52.212-4. FAR 5				ARE NOT ATTACHE
28. CONTRACTOR IS REQUIRE X TO ISSUING OFFICE, CON SET FORTH OR OTHERWIS SUBJECT TO THE TERMS A	TRACTOR AGREES	TO FURNISH ANI	D DELIVER ALL ITEMS	OFFER DATE	and the second	OUR OFFER	ON SOLICITATION IANGES WHICH ARE IS:
30a. SIGNA TURE OF OFFERC	PRICONTRACTOR		31a.UNITED STATES	OF AMERICA (S	GNATURE OF CONTRA	CTING OFFICER) 31c. DATE SIGNED (b)(4)
30b. NAME AND TITLE OF SK (TYPE OR PRINT)	GNER	30c. DATESIC	SNED 31b. NAME OF CONT Reginald Soloman		ITYPE OF FR.	[NT]	

FAR (48 CFR) 53.212

SOLICITA	TION/CC	NTRACT/ORDER FOI (CONTINUED)	R COMMERC		EMS					PA	GE2 OF 14
19, ITEM NO.		20. SCHEDULE OF S	UPPLIES/SERVI	CES	I	21. QUANTI	TY 22. i	JNIT	23. UNIT F	RICE	24. AMOUNT
			HEDULE	UES		21. QUANTI			23. UNIT F		
32a. QUANTITY IN	-	_									1
		ED ACCEPTED, AND CON	FORMS TO THE C	CONTRAC	T, EXCEPT /	AS NOTED:					
326. SIGNATURE C REPRESENT,		UZED GOVERNMENT	32c. DATE			IED NAME AND IESENTATIVE) TITLE OF A	UTHO	RIZED GOVE	ERNMEN	Т
326. MAILING ADD	RESS OF A	UTHORIZED GOVERNMENT	REPRESENTAΠVI	Ë	32f. TELEP	HONE NUMBE	R OF AUTHO	RIZEI	D GOVERNM	IENT REF	PRESENTATIVE
					32g. E-MAII	L OF AUTHORI	ZED GOVER	INMEN	T REPRESE	NTATIVE	
33. SHIP NUMBER		YOUCHER NUMBER	35. AMOUNT VE CORRECT		36.				FINAL	37. CHE	CK NUMBER
PARTIAL 38. S/R ACCOUNT	FINAL	39. S/R VOUCHER NUMBER	40. PAID BY					L			
		IT IS CORRECT AND PROPE OF CERTIFYING OFFICER	R FOR PAYMENT 41c. DATE	42a. RE	CEIVED BY	(Print)					
				42b. RE	CEIVED AT	(Location)					
				42c. DA	te rec'd <i>(</i> '	YY/ MM/DD)	42d. TOTAL	CONT	AINERS		

HQ0034-09-A-3015 0011 Page 3 of 14

Section SF 1449 - CONTINUATION SHEET

This is issued under and pursuant to the provisions of (the "Agreement"). The terms and conditions of the Agreement are hereby incorporated by reference and, except as provided herein by this, remain in full force and effect.

ITEM NO 0001	SUPPLIES/SERVICES Mission Support Services FFP Labor - The contractor sha personnel to the Office of attached Performance Wo	Ill provide () the Under Secreta	UNIT Months administrative ry of Defense in	UNIT PRICE (b)(4) support services accordance with the	AMOUNT (b)(4)
	ACRN AA			NET AMT	(b)(4)
ITEM NO 0002	SUPPLIES/SERVICES Surge COST	QUANTITY	UNIT Cost	UNIT PRICE	AMOUNT (b)(4)
	Contractor may be require Overtime will be approved for and billed separately.				(b)(4)

ACRN AA

HQ0034-09-A-3015 0011 Page 4 of 14

ITEM NO 0003	SUPPLIES/SERVICES	QUANTITY	UNIT Cost	UNIT PRICE	AMOUNT (b)(4)
	Travel				
	COST				
	Travel within the National reimbursable. Local trave support work requirements Region must have prior ap reimbursement. All reimb requirements of FAR 31.20	l within the D.C. N s in specific offices proval in writing f ursable travel for t	Metropolitan an s. Travel outsi from the COR	rea may be required to ide the National Captial in order to qualify for	
				ESTIMATED COST	(b)(4)
	ACRN AA				
ITEM NO 0004	SUPPLIES/SERVICES	QUANTITY	UNIT Months	UNIT PRICE (b)(4)	AMOUNT (b)(4)
	Additional Mission Suppo FFP				
	Labor - The contractor sha personnel to the Office of attached Performance Wor	the Under Secretar			

NET AMT

ACRN AA

(b)(4)

ITEM NO 1001 OPTION	SUPPLIES/SERVICES Mission Support Services FFP Labor - The contractor sha personuel to the Office of the attached Performance Wor	the Under Secreta			AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 1002 OPTION	SUPPLIES/SERVICES Surge COST Contractor may be required Overtime will be approved for and billed separately.				AMOUNT (b)(4)
				ESTIMATED COST	(b)(4)
ITEM NO 1003 OPTION	SUPPLIES/SERVICES Travel COST	QUANTITY	UNIT Cost	UNIT PRICE	AMOUNT (b)(4)
	Travel within the National reimbursable. Local travel support work requirements Region must have prior ap reimbursement. All reimb requirements of FAR 31.20	within the D.C. M in specific office proval in writing f ursable travel for t	Metropolitan a s. Travel outs from the COR	rea may be required to side the National Captial in order to qualify for	
				ESTIMATED COST	(b)(4)

ITEM NO 2001 OPTION	SUPPLIES/SERVICES Mission Support Services FFP Labor - The contractor sha personnel to the Office of attached Performance Wor	the Under Secreta	UNIT Months administrativ ry of Defense	UNIT PRICE (b)(4) ve support services in accordance with the	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 2002 OPTION	SUPPLIES/SERVICES Surge COST Contractor may be required Overtime will be approved for and billed separately.				AMOUNT (b)(4)
				ESTIMATED COST	(b)(4)
ITEM NO 2003 OPTION	SUPPLIES/SERVICES Travel COST	QUANTITY	UNIT Cost	UNIT PRICE	AMOUNT (b)(4)
	Travel within the National reimbursable. Local travel support work requirements Region must have prior ap reimbursement. All reimb requirements of FAR 31.20	within the D.C. Main specific office proval in writing fursable travel for t	detropolitan a s. Travel outs from the COR	area may be required to side the National Captial in order to qualify for	
				ESTIMATED COST	(b)(4)

ITEM NO 3001 OPTION	SUPPLIES/SERVICES Mission Support Services FFP Labor - The contractor sha persounel to the Office of attached Performance Wo	the Under Secretar	UNIT Months administrativ ry of Defense	UNIT PRICE (b)(4) ve support services in accordance with the	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 3002 OPTION	SUPPLIES/SERVICES Surge COST Contractor may be require Overtime will be approved				AMOUNT (b)(4)
	for and billed separately.			ESTIMATED COST	(b)(4)
ITEM NO 3003 OPTION	SUPPLIES/SERVICES Travel COST	QUANTITY	UNIT Cost	UNIT PRICE	AMOUNT (b)(4)
	Travel within the National reimbursable. Local trave support work requirement Region must have prior ap reimbursement. All reimb requirements of FAR 31.2	I within the D.C. Means in specific office oproval in writing foursable travel for the second	detropolitan a s. Travel out: rom the COR	rea may be required to side the National Captial in order to qualify for	
				ESTIMATED COST	(b)(4)

					HQ0034-09-A-3015 0011 Page 8 of 14
ITEM NO 4001 OPTION	SUPPLIES/SERVICES Mission Support Services FFP Labor - The contractor sha personnel to the Office of t attached Performance Wor	the Under Secretar	UNIT Months administrativ y of Defense	UNIT PRICE (b)(4) the support services in accordance with the	AMOUNT (b)(4)
				NET AMT	(b)(4)
ITEM NO 4002 OPTION	SUPPLIES/SERVICES Surge COST Coutractor may be required Overtime will be approved for and billed separately.				AMOUNT (b)(4)
				ESTIMATED COST	(b)(4)
ITEM NO 4003 OPTION	SUPPLIES/SERVICES Travel COST	QUANTITY	UNIT Cost	UNIT PRICE	AMOUNT (b)(4)
	Travel within the National reimbursable. Local travel support work requirements Region must have prior ap reimbursement. All reimbursements of FAR 31.20	within the D.C. M in specific offices proval in writing fursable travel for t	fetropolitan a s. Travel outs rom the COR	rea may be required to ide the National Captial in order to qualify for	
				ESTIMATED COST	(b)(4)

HQ0034-09-A-3015 0011 Page 9 of 14

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
3003	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government
4003	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	(b)(4)	N/A	OSD POLICY (b)(6) 4800 MARK CENTER DRIVE, SUITE 12020 ALEXANDRIA VA 22350-2100 (b)(6) FOB: Destination	HQ0152
0002		N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
0003		N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
0004		N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152

HQ0034-09-A-3015 0011 Page 10 of 14

10-37.43			
1001 ^{(b)(4)}	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
1002	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
1003	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
2001	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
2002	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
2003	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
3001	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
3002	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
3003	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
4001	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
4002	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152
4003	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQ0152

ACCOUNTING AND APPROPRIATION DATA

AA: 972 0100.1120 3301 251A S49447 DSAC20368 DSAC20368

AMOUNT:(b)(4)	21.5.7.45
CIN HQ0152212400010000001	(b)(4)
CIN HQ0152212400010000002	
CIN HQ0152212400010000003	
CIN HQ0152212400010000004	

CLAUSES INCORPORATED BY REFERENCE

52.204-10	Reporting Executive Compensation and First-Tier Subcontract ^{(b)(4)}
	Awards
52.232-99 (Dev)	Providing Accelerated Payment to Small Business
	Subcontractors (Deviation)

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

SPECIAL CONTRACT PROVISIONS

Special Contract Provisions:

In the event the Government exercises its unilateral right under FAR clause 52.217-8 -Option to Extend Services, the unit price for the performance of services during this period will be the latest price(s) agreed upon in the contract or subsequent modifications for Adiministrative and Technical Support.

(End of clause)

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 within 30 provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 <u>60</u> months. (End of clause)

(End of clause)

CONTRACTING OFFICER'S REPRESENTATIVE (COR) (MARCH 2007)

The COR is a representative for the Government with limited authority who has been designated in writing by the Coutracting Officer to provide technical direction, clarification, and guidance with respect to existing specifications and statement of work (SOW)/statement of objectives (SOO) as established in the contract. The COR also monitors the progress and quality of the Coutractor's performance for payment purposes. The COR shall promptly report Contractor performance discrepancies and suggested corrective actions to the Contracting Officer for resolution.

The COR is NOT authorized to take any direct or indirect actions or make any commitments that will result in changes to price, quantity, quality, schedule, place of performance, delivery or any other terms or conditions of the written contract.

The Contractor is responsible for promptly providing written notification to the Contracting Officer if it believes the COR has requested or directed any change to the existing contract (or task/delivery order). No action shall be taken by the Contractor for any proposed change to the contract until the Contracting Officer has issued a written directive or written modification to the contract (or task/delivery order). The Government will not accept and is not liable for any alleged change to the contract unless the change is included in a written contract modification or directive signed by the Contracting Officer.

If the Contracting Officer has designated an Alternate COR (ACOR), the ACOR may act only in the absence of the COR (due to such reasons as leave, official travel, or other reasons for which the COR is expected to be gone and not readily accessible for the day).

COR authority IS NOT delegable.

H-1 Security Requirements

a. Security Classification Guidance

All Security Classification Guidance is provided on DD Form 254, Department of Defense Contract Security Classification Specification (hereafter referred to as the DD 254) at Attachment 4 Any changes or additional security classification guidance shall be provided to the Contractor in writing, through updates and modifications to the DD 254. At no time will the Government issue classification guidance in any other form (verbal, e-mail, etc.).

b. Facility Security Clearance (FCL)

1. The Government shall, upon award, forward to the Defense Security Service (DSS), a request to initiate a FCL for the Contractor if the Contractor is not already a cleared facility. The request shall be submitted at the level (Confidential, Secret, Top Secret) identified in block 1 a, and if classified storage is required, block b of the DD Form 254. It is the responsibility of the Contractor to coordinate with DSS to ensure that the FCL (interim is acceptable) is in place not later than 30 days after award, with verification in writing to the Contracting Officer or Contracting Officer's Representative (COR).

2. The Contractor's Facility Security Officer (FSO) shall report, in writing, to the Contracting Officer any changes in the Contractor's security status throughout the contract period of performance.

c. Personnel Security Clearance (PCL)

1. Contractor employees assigned to this project require a PCL at the level (Confidential, Secret or Top Secret) identified in block 1.a of the DD Form 254. Prior to assignment of Contractor employees to this project, the Contractor's FSO shall submit PCL validation through use of a Visit Authorization Request (VAR) for each employee, in accordance with DoD 5220.22-M, National Industrial Security Program Operating Manual (NISPOM) to the designated security representative.

2. Changes in PCL status of Contractor employees shall be forwarded in writing to the Contracting Officer and the designated security representative.

d. Sub-Contractors

Subcontractors shall comply with the same security requirements as the Contractor. The Contractor shall issue DD 254s to each subcontractor reflecting the same security requirements applicable to the prime contract. The contractor shall also sponsor subcontractor(s) for an FCL and associated PCL(s) required in accordance with the DD 254.

Clause usage: All WHS contracts when performance will be on the Pentagon Reservation or other DoD facilities. Check paragraph 4 only when a Pentagon badge is not required for contract performance.

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment I	PWS rv1	13	21-SEP-2012
Attachment 2	DD254	2	21-SEP-2012

WAWF INSTRUCTIONS WHS A&PO WAWF INVOICING INSTRUCTIONS (Apr 2010)

To implement DFARS 252.232-7003, "Electronic Submission of Payment Requests and Receiving Reports (March 2008)", Washington Headquarters Services, Acquisition Directorate (WHS/AD) utilizes WAWF to electronically process vendor requests for payment. The web based system is located at https://wawf.eb.mil, and allows government contractors and authorized Department of Defense (DOD) personnel to generate, capture, process and track invoice and acceptance documentation electronically. The contractor is required to utilize this system when submitting invoices and receiving reports under this contract. Submission of hard copy DD250/Invoice/Public Vouchers (SF1034) is no longer permitted.

The contractor shall ensure an Electronic Business Point of Contract is designated in Central Contractor Registration at http://www.cer.gov/ and register to use WAWF at https://wawf.eb.mil within ten (10) days after award of the contract or modification incorporating WAWF into the contract. Step by step instructions to register are available at http://wawf.eb.mil within ten (10) days after award of the contract or modification incorporating WAWF into the contract. Step by step instructions to register are available at http://wawf.eb.mil

The contractor is directed to submit the following invoice type:

Combo - combination of Supplies and Services

Back up documentation may be attached to the invoice in WAWF under the "Misc Info" tab. Fill in all applicable information under each tab.

With the exception of extensions, the following required information should automatically populate in WAWF; if it does not populate, or does not populate completely or correctly, enter the following information as noted:

Contract Number	HQ0034-09-A-3015	
Delivery Order	0011	
Pay DoDAAC	HQ0347	
Issue By DoDAAC	HQ0034	
Admin By DoDAAC	HQ0034	
Inspect By DoDAAC/Extension	HQ0152	
Service Acceptor DODAAC/Extension	HQ0034/OSDTM4	

DCAA Anditor DODAAC/Extension	
LPO DODAAC	Leave Blank

The Contractor shall verify that the DoDAACs automatically populated by the WAWF system match the above information. If these DoDAACs do not match then the contractor shall correct the field(s) and notify the contracting officer of the discrepancy (ies).

The Contractor will need to enter a Shipment (or Voucher) Number in a specific format.

- The correct format for a shipment number for MOCAS invoices is AAAXNNN where A = alpha, X = alphanumeric and N = numeric characters, followed by a "Z" suffix if it is a final invoice. (e.g. SER0001, BVN0002Z, SERA003)
- WAWF will affix the prefix "SER" for 2-in-1 invoices and prefix "BVN" for cost vouchers to the Shipment (or Voucher) Number fields. For Combo documents, the contractor may enter their own three letter prefixes.

Take special care when entering Line Item information. The Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following items exactly as they appear in the contract:

- <u>Item Number</u>: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character, separately identified Sub Line Item Number (SLIN) (e.g. - 0001AA) or Informational SLIN (e.g. - 000101), otherwise use the 4 character CLIN (e.g. -0001).
- Unit Price
- Unit of Measure
- <u>ACRN</u>: Fill-in the applicable 2 alpha character ACRN that is associated with the CLIN or SLIN.

Note - DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY CLIN/SLIN/ACRN.

Before closing out of an invoice session in WAWF but after submitting your document or documents, the contractor will be prompted to send additional email notifications. Contractor shall click on "Send More Email Notification" on the page that appears. Add the following email address (b)(6)

in the first email address block and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that all appropriate persons are aware that the invoice documents have been submitted into the WAWF system