AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

2. AMENDMENT/MODIFICATION NO. P00002
3. EFFECTIVE DATE 24-Feb-2010
4. REQUISITION/PURCHASE REQ. NO.
5. PROJECT NO. (if applicable)

6. ISSUED BY IRP CODE HQ0034
WH ACQUISITION & PROCUREMENT OFFICE
1100 N. MOORE STREET
SUITE 1425
WASHINGTON DC 20301-1155

7. ADMINISTERED BY (if other than item 6) CODE HQ0034
WH ACQUISITION & PROCUREMENT OFFICE
1100 N. MOORE STREET
SUITE 1425
WASHINGTON DC 20301-1155

8. NAME AND ADDRESS OF CONTRACTOR
52302\FACILITY CODE 17-Mar-2009
SCIENCE APPLICATIONS INTERNATIONAL CORP.
10900 NEWPORT DRIVE
SAN DIEGO CA 92121-1920

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11) X

10A. MOD. OF CONTRACT/ORDER NO. HQ0034-09-A-3015
10B. DATED (SEE ITEM 13)

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 offer is extended. ☐ is not extended.

 Otherwise 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 _______ copies of this 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 ACKNOWLEDGMENT 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 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 amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
Mutual agreement of both parties.

D. OTHER (Specify type of modification and authority)

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)
Modification Control Number: washing10593
See Summary of Changes

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

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

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

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

STANDARD FORM 30 (Rev. 10-83)
APPROVED BY ORM 11-84

EXCEPTION TO SF 30

Prescribed by GSA
FAR (48 CFR) 53.243
SUMMARY OF CHANGES
The purpose of this modification is to incorporate the following:

A. Implement new contract requirements and responsibilities restricting the use of mandatory arbitration agreements. Clause 252.222-7999 is hereby incorporated into Blanket Purchase Agreement, HQ0034-09-A-3015.

B. All other terms and conditions remain unchanged.

ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES
RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEVIATION) (FEB 2010)

(a) Definitions.

"Covered subcontract," as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of $1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010 that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

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

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer that necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

(End of clause)
(End of Summary of Changes)