

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 38	3. EFFECTIVE DATE 30-Sep-2018	4. REQUISITION/PURCHASE REQ. NO. 1300680317		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NSWC, PORT HUENEME DIVISION 4363 Missile Way, BLDG 1217 Port Hueneme CA 93043-4307	CODE N63394	7. ADMINISTERED BY (If other than Item 6) DCMA LOS ANGELES 6230 Van Nuys Boulevard Van Nuys CA 91401		CODE S0512A SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Quality Innovative Solutions, Inc. dba QI-Solutions, QISI 1741 Ives Ave, Suite B Oxnard CA 93033-1866	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-8026-L602
	10B. DATED (SEE ITEM 13) 29-Dec-2014
CAGE CODE 3YWE7	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 52.232-22 Limitation of Funds

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 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 (Signature of person authorized to sign)	15C. DATE SIGNED 28-Sep-2018	16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED 30-Sep-2018

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

GENERAL INFORMATION

The purpose of this modification

The Line of Accounting information is hereby changed as follows:

The total amount of funds

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 1 of 95	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	CEC Document - Test Engineering, Sensor Network Engineering, Combat System Interoperability Engineering, and Logistics Engineering Support Services in accordance with PWS, Section C (Fund Type - TBD)					
700001	R425	Provide support of CEC Equipment support and installation POP start 01/15/2015 POP end 09/30/2015 (OPN)					
700002	R425	Provide support of CEC Interim Trainer (CIT) Test and Evaluation (RDT&E)					
700003	R425	Provide support of CEC Interim Trainer (CIT) Test and Evaluation (RDT&E)					
700004	R425	Provide support of CEC Interim Trainer (CIT) Test and Evaluation PR#: 1300482158 (O&MN,N)					
700005	R425	Funding document PR# 13004893911-00001 for CEC USG 3B E 2D Test Support (RDT&E)					
700006	R425	FUNDING 1300483911-00003 - LABOR 7000, PARA 5.1/5.3 (RDT&E)					
700007	R425	FUUNDING 1300483911-00005 - LABOR 7000, PARA 5.1/5.3 (RDT&E)					
700008	R425	FUNDING 1300483911-00007 - LABOR 7000, PARA 5.1/5.3 (RDT&E)					
700009	R425	FUNDING 1300483911-00009 - LABOR 7000, PARA 5.1/5.3 (RDT&E)					
700010	R425	FUNDING 1300490394-00001 - LABOR 7000, PARA 5.3.1/5.3.2 (RDT&E)					
700011	R425	FUNDING 1300492737-00001 - LABOR 7000, PARA 5.3 (Fund Type - OTHER)					

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 2 of 95	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
700012	R425	FUNDING 1300496305-00001 - LABOR 7000, PARA 5.1 (OPN)					
700013	R425	FUNDING 1300498562-00001 - LABOR 7000, PARA 5.3 (RDT&E)					
700014	R425	FUNDING 1300507705-00001 - LABOR 7000, PARA 5.1 (RDT&E)					
700015	R425	FUNDING 1300502867-00001 - LABOR 7000, PARA 5.1 (OPN)					
700016	R425	FUNDING 1300515687-00001 - LABOR 7000, PARA 5.3 (Fund Type - OTHER)					
700017	R425	FUNDING 1300516421-00007 - LABOR 7000, PARA 5.3 (Fund Type - OTHER)					
700018	R425	FUNDING 1300516421-00009 - LABOR 7000, PARA 5.3 (Fund Type - OTHER)					
700019	R425	FUNDING 1300516421-00011 - LABOR 7000, PARA 5.3 (Fund Type - OTHER)					
700020	R425	MOD					
700021	R425	MOD					
700022	R425	MOD					
700023	R425	FUNDING 1300626477-00001 - LABOR 7000 (OPN)					
7001	R425	Data/Tech Data requirements for 7000 in accordance with PWS Paragraph(s) 2.0  5.3.2.6, CDRL(s) A001 - A012, and applicable DID(s). The Government shall have Government purpose rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer in accordance with DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its					

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 3 of 95	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		performance of this procurement effort is included in the price/costs paid by the Government under CLIN 7000. See Note A & D (Fund Type - TBD)					
7100	R425	CEC Document - Test Engineering, Sensor Network Engineering, Combat System Interoperability Engineering, and Logistics Engineering Support Services in accordance with PWS, Section C See Note B. (Fund Type - TBD)					
710001	R425	FUNDING 1300545970-00001 - LABOR 7100, PARA 5.1 (OPN)					
710002	R425	FUNDING 1300546268-00001 - LABOR 7100, PARA 5.3 (RDT&E)					
710003	R425	FUNDING 1300552667-00001 - LABOR 7100, PARA 5.1 (OPN)					
710004	R425	FUNDING 1300559429-00001 - LABOR 7100, PARA 5.1 (OPN)					
710005	R425	FUNDING 1300559429-00003 - LABOR 7100, PARA 5.1 (OPN)					
710006	R425	FUNDING 1300562210-00001 - LABOR 7100, PARA 5.3 (RDT&E)					
710007	R425	FUNDING 1300562210-00003 - LABOR 7100, PARA 5.3 (RDT&E)					
710008	R425	FUNDING 1300562210-00005 - LABOR 7100, PARA 5.3 (RDT&E)					
710009	R425	MOD 20					
710010	R425	FUNDING 1300573047-00001 - LABOR 7100, PARA 5.3 (RDT&E)					
710011	R425	FUNDING 1300573047-00003 - LABOR 7100, PARA 5.3 (RDT&E)					
710012	R425	FUNDING 1300575932-00001 - LABOR 7100, PARA 5.1 (OPN)					
710013	R425	FUNDING 1300575690-00001 - LABOR 7100, PARA 5.1 (OPN)					
710014	R425	FUNDING 1300584384-00001 - LABOR 7100, PARA 5.3 (RDT&E)					
710015	R425	FUNDING 1300584384-00003 - LABOR 7100, PARA 5.3 (RDT&E)					

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 4 of 95	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
710016	R425	FUNDING 1300584384-00005 - LABOR 7100, PARA 5.3 (RDT&E)					
710017	R425	FUNDING 1300584385-00001 - LABOR 7100, PARA 5.3 (RDT&E)					
710018	R425	FUNDING 1300584385-00003 - LABOR 7100, PARA 5.3 (RDT&E)					
710019	R425	FUNDING 1300584385-00005 - LABOR 7100, PARA 5.3 (RDT&E)					
710020	R425	FUNDING 1300588489-00001 - LABOR 7100, PARA 5.1 (Fund Type - OTHER)					
710021	R425	FUNDING 1300588490-00001 - LABOR 7100, PARA 5.1 (OPN)					
710022	R425	FUNDING 1300588490-00003 - LABOR 7100, PARA 5.1 (OPN)					
710023	R425	FUNDING 1300584937-00001 - LABOR 7100, PARA 5.1 (OPN)					
710024	R425	MOD 33:					
710025	R425	MOD 36:					
710026	R425	MOD 36:					
7101	R425	Data/Tech Data requirements for 7100 in accordance with PWS Paragraph(s) 2.0 ♦ 5.3.2.6, CDRL(s) A001 - A012, and applicable DID(s). The Government shall have Government purpose rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer in accordance with DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN 7100. See Note A, B &					

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 5 of 95	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
		D. (Fund Type - TBD)					
		Option					
7200	R425	CEC Document - Test Engineering, Sensor Network Engineering, Combat System Interoperability Engineering, and Logistics Engineering Support Services in accordance with PWS, Section C See Note B. (Fund Type - TBD)					
720001	R425	FUNDING 1300614608-00001 - LABOR 7200, PARA 5.1 (OPN)					
720002	R425	FUNDING 1300614608-00002 - LABOR 7200, PARA 5.1 (OPN)					
720003	R425	FUNDING 1300621041-00001 - LABOR 7200, PARA 5.3 (RDT&E)					
720004	R425	FUNDING 1300622142-00001 - LABOR 7200, PARA 5.2 (O&MN,N)					
720005	R425	FUNDING 1300623135-00001 - LABOR 7200, PARA 5.1 (RDT&E)					
720006	R425	FUNDING 1300623135-00003 - LABOR 7200, PARA 5.1 (RDT&E)					
720007	R425	FUNDING 1300623494-00001 - LABOR 7200, PARA 5.3 (RDT&E)					
720008	R425	FUNDING 1300628873-00001 - LABOR 7200, PARA 5.1 (OPN)					
720009	R425	FUNDING 1300628873-00003 - LABOR 7200, PARA 5.1 (OPN)					
720010	R425	FUNDING 1300630641-00001 - LABOR 7200, PARA 5.2 (O&MN,N)					
720011	R425	FUNDING 1300631934-00001 - LABOR 7200, PARA 5.1.1.5 (OPN)					
720012	R425	FUNDING 1300637236-00001 - LABOR 7200, PARA 5.3 (RDT&E)					
720013	R425	FUNDING 1300637236-00003 - LABOR 7200, PARA 5.3 (RDT&E)					
720014	R425	FUNDING 1300636401-00001 - LABOR 7200, PARA 5.1 (OPN)					
720015	R425	FUNDING 1300643284-00001 - LABOR 7200, PARA 5.1.1.5 (OPN)					
720016	R425	FUNDING 1300661840-00001 - LABOR 7200, PARA 5.1.1.5 (RDT&E)					

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 6 of 95	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
720017	R425	FUNDING 1300659566-00001 - LABOR 7200, PARA 5.1/5.3.1 (RDT&E)					
720018	R425	FUNDING 1300660982-00001 - LABOR 7200, PARA 5.2.1 (RDT&E)					
720019	R425	FUNDING 1300655906-00001 - LABOR 7200, PARA 5.3 (RDT&E)					
720020	R425	FUNDING 1300655906-00003 - LABOR 7200, PARA 5.3 (RDT&E)					
720021	R425	FUNDING 1300655906-00005 - LABOR 7200, PARA 5.3 (RDT&E)					
720022	R425	FUNDING 1300679732-00001- LABOR 7200, PARA 5.2 (O&MN,N)					
720023	R425	FUNDING 1300678543-00001- LABOR 7200, PARA 5.3 (RDT&E)					
720024	R425	FUNDING 1300681232-00001- LABOR 7200, PARA 5.0-7.0 (OPN)					
720025	R425	FUNDING 1300680956-00001- LABOR 7200, PARA 5.1 (O&MN,N)					
720026	R425	FUNDING 1300690160-00001- LABOR 7200, PARA 5.1 (SCN)					
720027	R425	MOD 38: 1300690160-00002- LABOR 7200, PARA 5.1 (SCN)					
7201	R425	Data/Tech Data requirements for 7200 in accordance with PWS Paragraph(s) 2.0 ♦ 5.3.2.6, CDRL(s) A001 - A012, and applicable DID(s). The Government shall have Government purpose rights to all Data/Tech Data generated under this effort IAW DFARS 252.227-7013, unless an assertion is provided and accepted by the Government with the offer in accordance with DFARS 252.227-7017. The price/costs for all data/tech data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN 7200. See Note A, B & D (Fund Type - TBD)					

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 7 of 95	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODC in support of CLIN 7000 (Fund Type - TBD)			
900001	R425	FUNDING 1300470918-00004 - ODC 9000, PARAs 5.1 AND 5.3 (OPN)			
900002	R425	FUNDING 1300482158-00002 - ODC 9000, PARAs 5.3.1 (O&MN,N)			
900003	R425	FUNDING 1300483911-00002 - ODC 9000, PARA 5.1/5.3 (RDT&E)			
900004	R425	FUNDING 1300483911-00004 - ODC 9000, PARA 5.1/5.3 (RDT&E)			
900005	R425	FUNDING 1300483911-00006 - ODC 9000, PARA 5.1/5.3 (RDT&E)			
900006	R425	FUNDING 1300483911-00008 - ODC 9000, PARA 5.1/5.3 (RDT&E)			
900007	R425	FUNDING 1300483911-00010 - ODC 9000, PARA 5.1/5.3 (RDT&E)			
900008	R425	FUNDING 1300490394-00002 - ODC 9000, PARAs 5.3.1/5.3.2 (RDT&E)			
900009	R425	FUNDING 1300492737-00002 - ODC 9000, PARA 5.3 (Fund Type - OTHER)			
900010	R425	FUNDING 1300496305-00002 - ODC 9000, PARA 5.1 (OPN)			
900011	R425	FUNDING 1300498562-00002 - ODC 9000, PARA 5.3 (RDT&E)			
900012	R425	FUNDING 1300507705-00002 - ODC 9000, PARA 5.1 (RDT&E)			
900013	R425	FUNDING 1300502867-00001 - ODC 9000, PARA 5.1 (OPN)			
900014	R425	FUNDING 1300515687-00001 - ODC 9000, PARA 5.3 (Fund Type - OTHER)			
900015	R425	FUNDING 1300516421-00008 - ODC 9000, PARA 5.3 (Fund Type - OTHER)			
900016	R425	FUNDING 1300516421-00010 - ODC 9000, PARA 5.3 (Fund Type - OTHER)			
900017	R425	FUNDING 1300516421-00012 - ODC 9000, PARA 5.3 (Fund Type - OTHER)			
900018	R425	FUNDING 1300529370-00002 - ODC 9000, PARA 5.1 (OPN)			
900019	R425	MOD			
900020	R425	MOD			
900021	R425	FUNDING 1300626477-00002 - ODC 9000, PARA 5.1 (OPN)			
9100	R425	ODC in support of CLIN 7100 (Fund Type - TBD)			
910001	R425	FUNDING 1300545970-00002 - ODC 9100, PARA 5.1 (OPN)			
910002	R425	FUNDING 1300546268-00002 - ODC 9100, PARA 5.3 (RDT&E)			
910003	R425	FUNDING 1300552667-00002 - ODC 9100, PARA 5.1 (OPN)			
910004	R425	FUNDING 1300559429-00002 - ODC 9100, PARA 5.1 (OPN)			
910005	R425	FUNDING 1300559429-00004 - ODC 9100, PARA 5.1 (OPN)			
910006	R425	FUNDING 1300552462-00001 - ODC 9100, PARA 5.1.1 (OPN)			

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 8 of 95	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
910007	R425	FUNDING 1300562210-00002 - ODC 9100, PARA 5.3 (RDT&E)			
910008	R425	FUNDING 1300562210-00004 - ODC 9100, PARA 5.3 (RDT&E)			
910009	R425	FUNDING 1300562210-00006 - ODC 9100, PARA 5.3 (RDT&E)			
910010	R425	MOD 20 - 1300567734-00002 - ODC 9100, PARA 5.3 (Fund Type - OTHER)			
910011	R425	FUNDING 1300573047-00002 - ODC 9100, PARA 5.3 (RDT&E)			
910012	R425	FUNDING 1300573047-00004 - ODC 9100, PARA 5.3 (RDT&E)			
910013	R425	FUNDING 1300575932-00002 - ODC 9100, PARA 5.1 (OPN)			
910014	R425	FUNDING 1300568025-00001 - ODC 9100, PARA 5.1 (OPN)			
910015	R425	FUNDING 1300575690-00002 - ODC 9100, PARA 5.1 (OPN)			
910016	R425	FUNDING 1300584384-00002 - ODC 9100, PARA 5.3 (RDT&E)			
910017	R425	FUNDING 1300584384-00004 - ODC 9100, PARA 5.3 (RDT&E)			
910018	R425	FUNDING 1300584384-00006 - ODC 9100, PARA 5.3 (RDT&E)			
910019	R425	FUNDING 1300584385-00002 - ODC 9100, PARA 5.3 (RDT&E)			
910020	R425	FUNDING 1300584385-00004 - ODC 9100, PARA 5.3 (RDT&E)			
910021	R425	FUNDING 1300584385-00006 - ODC 9100, PARA 5.3 (RDT&E)			
910022	R425	FUNDING 1300588489-00002 - ODC 9100, PARA 5.1 (Fund Type - OTHER)			
910023	R425	FUNDING 1300588490-00002 - ODC 91000, PARA 5.1 (OPN)			
910024	R425	FUNDING 1300588490-00004 - ODC 91000, PARA 5.1 (OPN)			
910025	R425	FUNDING 1300584937-00002 - ODC 9100, PARA 5.1 (OPN)			
910026	R425	FUNDING 1300608876-00002 - ODC 9100, PARA 5.1 (OPN)			
910027	R425	FUNDING 1300608876-00004 - ODC 9100, PARA 5.1 (OPN)			
910028	R425	MOD 36: ODC 9100, PARA 5.1 (OPN)			
9200	R425	ODC in support of CLIN 7200 (Fund Type - TBD)			
920001	R425	FUNDING 1300614608-00003 - ODC 9200, PARA 5.1 (OPN)			
920002	R425	FUNDING 1300621041-00002 - ODC 9200, PARA 5.3 (RDT&E)			
920003	R425	FUNDING 1300622142-00002 - ODC 9200, PARA 5.2 (O&MN,N)			
920004	R425	FUNDING 1300623135-00002 - ODC 9200, PARA 5.1 (RDT&E)			
920005	R425	FUNDING 1300623494-00002 - ODC 9200, PARA 5.3 (RDT&E)			
920006	R425	FUNDING 1300628873-00002 - ODC 9200, PARA 5.1 (OPN)			
920007	R425	FUNDING 1300628873-00004 - ODC 9200, PARA 5.1 (OPN)			
920008	R425	FUNDING 1300630641-00002 - ODC 9200, PARA 5.2 (O&MN,N)			
920009	R425	FUNDING 1300631934-00002 - ODC 9200, PARA 5.1.1.5 (OPN)			
920010	R425	FUNDING 1300637236-00002 - ODC 9200, PARA 5.3 (RDT&E)			
920011	R425	FUNDING 1300637236-00004 - ODC 9200, PARA 5.3 (RDT&E)			

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 9 of 95	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
920012	R425	FUNDING 1300636401-00002 - ODC 9200, PARA 5.1 (OPN)			
920013	R425	FUNDING 1300661840-00002 - ODC 9200, PARA 5.1.1.5 (RDT&E)			
920014	R425	FUNDING 1300659566-00002 - ODC 9200, PARA 5.1/5.3.1 (RDT&E)			
920015	R425	FUNDING 1300655906-00002 - ODC 9200, PARA 5.3 (RDT&E)			
920016	R425	FUNDING 1300655906-00004 - ODC 9200, PARA 5.3 (RDT&E)			
920017	R425	MOD 38:			
920018	R425	FUNDING 1300680956-00002- ODC 9200, PARA 5.1 (O&MN,N)			

HQ B-2-0009 NOTE (CDRL)

NOTE A - Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

(End of Text)

HQ B-2-0010 NOTE (OPTION)

NOTE B - Option Item to which the Option clause in Section I applies and which is to be supplied only if and to the extent that said option is exercised.

The base period of the task order will be CPFF and (if the options are exercised) the option periods will be CPFF.

NOTE D - NSP

(CDRL/DATA/TECH DATA) (CLIN 7001, 7101, AND 7201) – These are "Not Separately Priced" (NSP) CLINs.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of _____ or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 10 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

exceed the amount to be recovered.

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE)(FEB 1997)

This entire contract is cost-plus-fixed-fee type.

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0014 PAYMENTS OF FEE(S) (COMPLETION) (NAVSEA) (MAY 1993)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed-fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "**FIXED FEE**" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to _ percent () of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "**FIXED FEE**" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22) or "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 11 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (MAY 2000)

(a)(1) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(a)(2) In accordance with [Class Deviation 2000-O0005](#), DOD Contractors may choose to use either the FTR rates and definitions for travel, lodging and incidental expenses effective 31 December 1998 or the current FTR rates and definitions. The Contractor must choose either the 1998 definitions and rates or the current FTR definitions and rates and apply them consistently to all travel while this class deviation, or its successor, is in effect.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available,

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of Text)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 12 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

SENSOR NETWORKING OF THE COOPERATIVE ENGAGEMENT CAPABILITY (CEC) FOR NAVAL SURFACE WARFARE CENTER, PORT HUENEME DIVISION (NSWC PHD)

1 Background:

This procurement provides Test Engineering, Sensor Network Engineering, Combat System Interoperability Engineering, and Logistics Engineering Support Services to the Air Dominance Department of the Naval Surface Warfare Center, Port Hueneme Division (NSWC PHD), Port Hueneme, California. NSWC PHD is a field activity of Naval Sea Systems Command (NAVSEA).

NSWC PHD provides In-Service Engineering and Integrated Logistics Support (ILS) for assigned systems and equipment. As such, NSWC PHD is the PEO IWS 6.0 lead for Test and Evaluation, ILS, and other In-Service Engineering Agent (ISEA) functions as outlined in NAVSEA Instruction 5400.57D dated 3 Feb 2003. Of the 16 ISEA functions outlined in NAVSEAINST 5400.57D, PHD is the Cooperative Engagement Capability (CEC) Program lead for Test Support, Technical Documentation, Performance and Maintenance Data Analysis, Maintenance Engineering, Installations, Fleet Engineering Support, Training and Manning, ILS, Configuration Management (CM) and Supply support. PHD supports Design, Safety, Computer Programs, Data Management, Test Equipment, Tools, Jigs and Fixtures and Repair Facilities.

The Air Dominance Department mission is to integrate, test, evaluate and provide life-cycle engineering and product support the ISEA duties. The customer organizations served by the Department include US Navy (USN) ship and shore activities, the navies of allied nations, US Army (USA), US Marine Corps (USMC), US Air Force (USAF), and industry partners.

2 Scope: (CDRL A007)

The purpose of this Task Order is to provide Sensor Network Engineering, Network and Digital Systems Supportability, and Combat Systems Interoperability engineering services required for Fleet Introduction, Test & Evaluation (T&E) engineering and Life Cycle services for the CEC Program. The close coordination and cooperation between NSWC PHD and NAVSEA PEO IWS Program Executive Offices, PEO Ships, the Marine Corps Systems Command (MARCOR), and the USA are imperative to the success of CEC.

Field service work will include servicing and troubleshooting antennas mounted on 400' towers in various locations on the East Coast in support of the Land Based Testing at various specialized test facilities including shipyards, Original Equipment Manufacturer (OEM) facilities, shipboard technical, USA and USMC bases including deployment site, engineering and investigational support tasks. Work will also require assistance in the maintenance and operation of CEC systems mounted on High Mobility Multipurpose Wheeled Vehicles (HMMWVs) or land mobile units, both locally and abroad. Shipboard work will consist of underway periods or working aloft on external elements and service platforms. Aircraft work will be performed underway and at detachments supporting CEC equipped aircraft working in external elements. USMC and USA work will be performed on base and at deployment locations.

Systems and programs covered by this procurement as required for implementation in USN (AEGIS, SSDS, Surface Combatants, NAVAIR), USMC, and USA Combat and Weapon Systems, include:

AN/USG-2, -2A, -2B, and subsequent iterations

AN/USG-3, -3B, and subsequent iterations

AN/USG-4A, -4B, and subsequent iterations

AN/USG-5A, -5B, and subsequent iterations

Maritime Integrated Air and Missile Defense Planning System (MIPS)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 13 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Composite Track Network (CTN)

Joint Land Attack Cruise Missile Defense Elevated Netted Sensor System (JLENS)

Foreign Military Sales (FMS)

The CEC Program currently maintains permanent Land Based Test Sites at the Surface Combat Systems Center, Wallops Island, VA; the Combat Direction Systems Activity, Dam Neck, VA; the Naval Surface Warfare Center, Dahlgren, VA; the Combat Systems Engineering Development Site, Moorestown, VA; the Integrated Combat Systems Test Facility, San Diego, CA; the Naval Air Station, Patuxent River, MD; White Sands; Pacific Missile Test Center, Barking Sands, HI; Mayport, FL; Naval Air Station Fallon, NV; and two dedicated sites in Eastville and Reedville, VA and other sites as required.

3 General Requirements

This section describes the general requirements for this effort. The following sub-sections provide details of various considerations on this effort in accordance with this Performance Work Statement (PWS).

3.1 Non-Personal Services

The Government shall neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services, or give the perception of personal services. If the contractor believes that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

3.2 Business Relations

The contractor shall successfully integrate and coordinate all activity needed to execute the requirement. The contractor shall manage the timeliness, completeness, and quality of problem identification. The contractor shall provide corrective action plans, proposal submittals, timely identification of issues, and effective management of subcontractors. The contractor shall seek to ensure customer satisfaction and professional and ethical behavior of all contractor personnel.

3.3 Contract Administration and Management

The following subsections specify requirements for contract, management, and personnel administration.

3.3.1 Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the support operations at NSWC PHD and the contractor's corporate offices.

3.3.2 Contract Administration

The contractor shall establish processes and assign appropriate resources to effectively administer the requirement. The contractor shall respond to Government requests for contractual actions in a timely fashion. The contractor shall have a single point of contact between the Government and Contractor personnel assigned to support contracts or Task Orders. The contractor shall assign work effort and maintaining proper and accurate time keeping records of personnel assigned to work on the requirement.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 14 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3.3.3 Personnel Administration

The contractor shall provide the following management and support as required. The contractor shall provide for employees during designated Government non-work days or other periods where Government offices are closed due to weather or security conditions. The contractor shall maintain the currency of their employees by providing initial and refresher training as required to meet the PWS requirements.

The contractor shall make necessary travel arrangements for employees. The contractor shall provide necessary infrastructure to support contract tasks. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

3.4 Subcontract Management

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the PCO or Contracting Officer Representative (COR).

3.5 Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources. The contractor shall ensure the labor categories as defined in the Labor Categories document (see attachment), labor rates, and man-hours utilized in the performance of each Task Order (PWS line item) issued hereunder will be the minimum necessary to accomplish the task.

The Contractor shall provide the necessary resources and infrastructure to manage, perform, and administer the contract.

3.6 Location and Hours of Work

Accomplishment of the results contained in this PWS requires work at NSWC PHD and at various contractor, subcontractor, and Government facilities (mainly in the continental United States). The CEC Program currently maintains permanent Land Based Test Sites at the Surface Combat Systems Center, Wallops Island, VA; the Combat Direction Systems Activity, Dam Neck, VA; the Naval Surface Warfare Center, Dahlgren, VA; the Combat Systems Engineering Development Site, Moorestown, VA; the Integrated Combat Systems Test Facility, San Diego, CA; the Naval Air Station, Patuxent River, MD; White Sands; Pacific Missile Test Center, Barking Sands, HI; Mayport, FL; Naval Air Station Fallon, NV; and two dedicated sites in Eastville and Reedville, VA and other sites as required.

Normal workdays are Monday through Friday except US Federal Holidays. Workers typically work eight (8) hours per day, 40 hours per week. Flextime workers start not earlier than 0600 and not later than 0900. Core hours of work are from 0900 to 1500 daily. All employees are expected to be available during core hours.

3.7 Travel / Temporary Duty (TDY)

Travel to other government facilities or other contractor facilities may be required and will be specified in the PWS. All travel requirements (including plans, agenda, itinerary, or dates) shall be pre-approved by the government (subject to local policy & procedures), and is on a strictly cost reimbursable basis. Costs for travel shall be billed in accordance with the regulatory implementation of Public Law 99-234 and FAR 31.205-46 Travel Costs (subject to local policy & procedures; may reference FAR). Potential CONUS travel destinations may include but are not limited to the following: San Diego CA, Norfolk VA, Quantico VA, Washington DC, Mayport FL, Pascagoula MS, Patuxent River MD, Fallon NV, Honolulu HI, Everett WA, White Sands NM, Dahlgren VA,

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 15 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

and Wallops Island VA. Potential OCONUS travel destinations may include but are not limited to the following: Japan, Bahrain, and Italy.

4 (NOT USED)

5 Performance Requirements (CDRL A007) (CDRL A008)

The identified tasks are to be performed and delivered in accordance with the requirements stated in each task, unless otherwise directed. Additionally, the Contractor shall provide the necessary timely assistance to meet program emergent requirements as requested by the Contracting Officer or COR and memorialized in the technical instructions (TIs). All required written documentation, reports, briefing materials, viewgraphs, budgets, obligation/expenditure reports, and other materials as described below shall be submitted in the requested format, without spelling, grammatical, or calculation errors and in accordance with the directives listed in Section 4.0 Applicable Directives/Documents where appropriate. The contractor shall perform specified tasking, sub-tasking and efforts as delegated by the Government.

5.1 Sensor Network Engineering (Total FTE: 7) (CDRL A011)

5.1.1 Installation and Fleet Support Engineering Services (FTE: 5) (CDRL A003) (CDRL A010)

5.1.1.1 The Contractor shall review and provide input to the task descriptions involved in installing and integrating the Cooperative Engagement Transmission Processing Sets (CETPS) systems and related Engineering Changes to USMC and Army units, US Navy Aircraft and ships, foreign military sale (FMS) Ships and Land Based Test Sites including Land Mobile units. (CDRL A001) (CDRL A005)

5.1.1.2 The Contractor shall install, check out, and provide weekly reports and final completion report of AN/USG-2, AN/USG- 2A, AN/USG-2B, AN/USG-3, AN/USG-3B, AN/USG-4A, AN/USG-4B, AN/USG-5A, AN/USG-5B, AN/USG-7B and follow-on variants of CEC equipment, and Engineering Changes (ECs) on ships and mobile vehicles, aircraft, and at LBTS. (CDRL A003)

5.1.1.3 The Contractor shall provide feedback and recommendations based on the items addressed in Engineering Change Status and Installation Planning teleconferences, within the scope of this PWS for any action items assigned, complete the actions, and provide weekly status of in-process action items. (CDRL A003)

5.1.1.4 The Contractor shall review and provide recommendations for Ship Change Documents (SCDs), Ship Interface drawings (SIDs), Installation Control Drawings (ICDs), Bills of Material (BOMs), Technical Directives, Installation Data Package (IDP), and Installation Check Out (INCO) test packages.

5.1.1.5 The Contractor shall provide Fleet technical assistance via on-site visit and provide input via E-Mail, teleconference, and Naval message-based technical assists. On-site support will usually be at Naval Shipyards, Naval/USMC/Army bases in the Continental United States (CONUS). Occasionally foreign and outside of CONUS travel may be required.

Table 5.1.1

Effort	Due Date/Frequency	Travel
Provide comments and feedbacks on Ship Change Documents(SCDs), Ship Interfaces drawing (SID), Installation Control Drawings (ICDs), Technical directives, Installation Package(IDP) and installation Check	As required	None

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 16 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Out INCO) test packages and Engineering Change Procedure (ECPs), Technical Data Package (TDP), Technical publication deficient Report (TPDR), Technical Feedback Reports (TFBR), Casualty Reports (CASREPs), and Liaison Action Request/Records (LARs) Provide technical feedback on ILS documents including ECP, Technical Directives (TD), Interface Document Description (IDD), Software version Documents (SVD) and Software Requirement Documents (SRD), Electronic Tech Manual (IETM) (5.1.1.4)		
Provide comments and feedback on Airborne Status Report and ship Naval message. (5.1.1.5)	Daily	None
Bi-Monthly Installation and Engineering Changes, Intergraded Management, NAVAIR Technical Directed teleconference meeting (5.1.1.3)	2 time per month	None
Attend Airborne Meetings and produce/distribute meeting minutes (5.1.1)	Weekly	None
Attend meetings to support CEC system (5.1.1.2)	As Required	None
Trip Report (5.1.1.5)	Due 5 days after return	None
Provide on-site installation include install, INCO check out and technical/engineering advices and instructions to installation activities (5.1.1.2)	As required	24 trips, 1 person, 5 days west coast or east coast or Gulf coast; 1 trips, 1 person, 14 days OCONUS
Provide on-site technical Assistance to CEC equipment (5.1.1.2)	As Required	50 trips, 1 person, 5 days west coast or east coast, Gulf coast; 3 trips, 1 person, 14 days OCONUS
Provide distance technical assistance to the Fleet (5.1.1.5)	As Required	None
Trip Reports include material Conditional Assessment (MCA)	Due 5 days after return	None

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 17 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(5.1.1.2)		
Draft Report on Distance Technical Assistance (5.1.1.5)	As Required	None
Draft Weekly Report status on Installation (5.1.1.2)	Weekly	None

5.1.2 Land Based Test Site Support (FTE: 2) (CDRL A003)

5.1.2.1 The Contractor shall operate (primarily Eastville, VA and Dam Neck, VA), configure, and maintain comprehensive configuration control of all twelve current CEC Program Land Based Test Sites (LBTS), future LBTS and assigned test aircraft. Provide weekly activity reports and special reports at the conclusion of major test events. (CDRL A003)

5.1.2.2 The Contractor shall evaluate hardware and software requirements at meetings between NAVSEA Program Offices and NSWC PHD and, within the scope of this PWS, for any action items assigned, complete the actions, and provide weekly status of in-process action items. (CDRL A003)

5.1.2.3 The Contractor shall update and maintain a comprehensive LBTS Baseline Report.

Table 5.1.2

Effort	Due Date/Frequency	Travel
Provide comments and feedbacks on LBTS Interface Control Drawing (ICD), software configuration and test procedures. (5.1.2.3)	As required	None
Update test schedules and Attend meeting/teleconference to determine hardware and software requirement for testing (5.1.2.1, 5.1.2.2, 5.2.1.3)	As Required	None
Provide on-site installation to the CEC equipment to all LBTS (5.1.2.1)	As required	4 trips, 1 person, 5 days west coast or east coast;
Provide on-site technical Assistance and operation to all LBTS (5.1.2.1)	As Required	40 trips, 1 person, 5 days west coast or east coast;
Provide distance technical assistance to LBTSs (5.1.2.1)	As Required	None
Trip Reports (5.1.2.1, 5.1.2.2)	As Required	None
Status Report: Weekly Status Report and Actions	As Required	None

5.2 Network and Digital Systems Supportability (Total FTE: 4) (CDRL A011)

5.2.1 Integrated Logistics Support (ILS) (FTE: 2)

5.2.1.1 The Contractor shall review and update CEC and MIPS program ILS documentation such as the Acquisition Logistics Support Plan, User's Logistic Support Summary, and Maintenance Plans.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 18 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

5.2.1.2 The Contractor shall develop Plans of Action and Milestones (POA&Ms) for the development of ILS products for CEC and MIPS. (CDRL A002)

5.2.1.3 The Contractor shall prepare presentations for ILS meetings such as the ILS Working Group and the ILS Management Team meetings, take notes at ILSWG and ILSMT meetings for the purpose of capturing ILS action items and brief the ILS agent (CDRL A005)

5.2.1.4 The Contractor shall review CEC and MIPS Engineering Change Proposals (ECPs) for logistics impact, provide comments to the ECP comment coordinator, and prepare ILS cost/savings forms for ECPs.

5.2.1.5 The Contractor shall review CEC and MIPS ECPs for Interactive Electronic Technical Manual (IETM) impact, provide comments to the ECP comment coordinator, and verify incorporation of changes in the IETMs.

5.2.1.6 The Contractor shall review, process, and draft responses to Technical Manual Deficiency and Evaluation Reports (TMDERs), Technical Manual Problem Reports (TMPRs) and Technical Feedback Reports (TFBRs).

5.2.1.7 The Contractor shall provide technical input to the Comprehensive Technical Manual Plan.

5.2.1.8 The Contractor shall develop Validation and Verification Plans and assist in Validation and Verification of the CEC and MIPS IETMs. (CDRL A012)

5.2.1.9 The Contractor shall assist the CEC DA/OEM in obtaining IETM Advanced Technical Information Support System (ATIS) compatibility certification with NAVSEALOGCEN DET LANT, Indian Head.

5.2.1.10 The Contractor shall analyze information provided during the CEC and MIPS Technical Manual Working Group (TMWG) meetings and recommend changes to technical manuals based on the meetings.

5.2.1.11 The Contractor shall provide technical input and assistance with the development of CEC operator and maintenance course updates, and manage the conduct of on-site CEC operator and maintenance training.

5.2.1.12 The Contractor shall provide SME support for CEC IETM updates and assist in Contenta CMS Workflow efforts.

5.2.1.13 The Contractor shall assist in the development and maintenance of XML source files using Contenta, and perform transformation for new CEC IETMs. Provide assistance with development, reproduction and distribution of IETMs to all ship and shore sites to support all hardware and software updates/installations based upon TMAA direction.

5.2.1.14 The Contractor shall provide assistance in development and implementation of Information Assurance updates to all CEC systems.

Table 5.2.1

Effort	Due Date/Frequency	Travel
Review and Provide Feedback for ILS Program Documentation Updates (5.2.1.1)	4 Reviews/Year 2 Updates/Year	N/A
Contractor's Progress Status and Management Report: POA&M (5.2.1.2)	Initial Submittal due 30 Days After Contract award (DACA)/, Monthly Updates	N/A
Draft ILS Presentations (5.2.1.3)	1 Meeting/Quarter	N/A

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 19 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

ECP Reviews and provide comments (5.2.1.4, 5.2.1.5)	3 ECPs /Month	N/A
Provide responses to TMDER/TMPR/TFBR Submittals (5.2.1.6)	As required - estimated 8/month	N/A
Assist with IETM Technical Inputs (5.2.1.7)	As required - estimated 1 review cycle/month	N/A
Create IETM Validation & Verification Plan (5.2.1.8)	1 V&V Plan/Event/Quarter estimated	4 trips, 1 person, 5 days each to East Coast
IETM Releases (5.2.1.5, 5.2.1.9, 5.2.1.12, 5.2.1.13)	8 releases/Year estimated	N/A
ATIS Certification (5.2.1.9)	As Required Estimated 4 Certifications per Year	As Required
Training Material Inputs (5.2.1.11)	As Required Estimated 4 per Year	N/A
Conduct On-site Training (5.2.1.11)	As Required Estimated 4 per Year	N/A
Contenta Workflow Management (5.2.1.13)	On-going (20% of workday)	N/A
XML Development (5.2.1.13)	On-going (10% of workday)	N/A
IA Update Support (5.2.1.14)	2 Updates/Year	N/A

5.2.2 Configuration Management Support (FTE: 1) (CDRL A003)

5.2.2.1 The Contractor shall coordinate NSWC PHD review comments for CEC ECPs.

5.2.2.2 The Contractor shall provide technical editing and authoring assistance and configuration management expertise during the development process of CEC Technical Directives and Engineering Changes.

5.2.2.3 The Contractor shall update the CSA database for CEC changes.

5.2.2.4 The Contractor shall update and publish CEC upgrade installation plans.

5.2.2.5 The Contractor shall conduct and publish minutes for the CEC EC teleconferences. (CDRL A001) (CDRL A010)

5.2.2.6 The Contractor shall update and maintain the CEC TD & EC status index.

5.2.2.7 The Contractor shall complete the action items assigned at CM meetings as required. (CDRL A003)

5.2.2.8 The Contractor shall provide technical input to Configuration Management policy.

5.2.2.9 The Contractor shall provide technical input to NSWC PHD Configuration Documents such as the PHD CM Plan.

Table 5.2.2

Effort	Due Date/Frequency	Travel
--------	--------------------	--------

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 20 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

ECP Review Coordination (5.2.2.1)	3 ECPs /Month	NA
EC/TD Development (5.2.2.2)	10/Year	2 trips/1 person/5 days East Coast for prove-ins 2 trips/1 person/5 days West Coast for prove-ins
CSA Database Updates (5.2.2.3)	100 records/Month	N/A
EC/ECP Telecons (5.2.2.5)	2 Telecons/Month	N/A
EC/TD Status Index (5.2.2.6)	Monthly	N/A
CM Action Items (5.2.2.7)	Estimated to be 10/Month	N/A
Technical Inputs to CM documents (5.2.2.9)	1/Quarter	N/A

5.2.3 Reliability, Maintainability, & Availability (RMA) Support (FTE: 1) (CDRL A001) (CDRL A004) (CDRL A005) (CDRL A010)

5.2.3.1 The Contractor shall collect Reliability, Maintainability, and Availability (RMA) data at specified test events. (CDRL A004)

5.2.3.2 The Contractor shall perform RMA calculations (I.e., Mean time between (Critical) Failure, Mean Time to Repair (MTTR), Mean Logistics Delay Times, Operational Availability Ao, etc...) for CEC systems and all RMA data and analyses for CEC systems to the Government RMA lead. (CDRL A004)

5.2.3.3 The Contractor shall provide technical assistance for the development and conduct of CEC Maintainability Evaluation (MEVAL) and Maintainability Demonstration (MDEMO). Efforts include development and validation of Corrective Maintenance Exercises (CME), fault insertion, and evaluation of results

5.2.3.4 The Contractor shall collect operational and maintenance action data from CEC systems, maintain such data in an electronic form, and produce monthly metrics reports for each aspect of Reliability, Maintainability and Availability (RMA).

5.2.3.5 The Contractor shall provide the NSWC PHD methods of RMA data gathering and analysis for CEC systems to NSWC Corona, review NSWC Corona's approach to RMA reporting, and provide recommendations for resolution of differences between the two approaches. (CDRL A004)

5.2.3.6 The Contractor shall develop, update, and maintain Operational Availability presentations for CEC systems in support of In-Service Reviews; Safe, Effective, and Affordable Reviews (SEARs), Program Reviews, and other meetings. (CDRL A005)

5.2.3.7 The Contractor shall identify failure trends for all CEC systems, participate in Failure Review Boards (FRB), and make recommendations for improvement of CEC systems. Author white papers and informational briefs based on these recommendations. (CDRL A005)

5.2.3.8 The Contractor shall prepare presentations for In-Service Failure Review Board, Maintenance Planning Working Group, and Configuration Management Team meetings, Take notes from the meetings and within the scope of this PWS, assume responsibility for action items assigned, complete the actions, and provide weekly status of in-process action items. (CDRL A001) (CDRL A003) (CDRL A005) (CDRL A010)

Table 5.2.3

Effort	Due Date/Frequency	Travel
--------	--------------------	--------

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 21 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

RMA Data Collection (5.2.3.1)	2 weeks/Quarter average	2 trips/1 person/114 days East Coast for test events 2 trips/1 person/14 days for Shipboard events
RMA Calculations (5.2.3.2)	Monthly	NA
MEVAL/MDEMO Support (5.2.3.3)		5 trips/1 person/114 days East Coast for lab work 2 trips/1 person/7 days for Shipboard events
Operational RMA Data (5.2.3.4)	Quarterly	N/A
RMA White Papers, Briefs, Meeting Minutes (5.2.3, 5.2.3.6, 5.2.3.7, 5.2.3.8)	White Papers/Briefs - 1/Quarter, Meeting Minutes - Monthly/ Status - Weekly	N/A

5.3 Combat Systems Interoperability (Total FTE: 6) (CDRL A011)

5.3.1 Test Engineer Support (FTE: 4) (CDRL A001) (CDRL A003) (CDRL A005) (CDRL A010)

5.3.1.1 The Contractor shall represent the assigned Test Lead by developing and delivering briefing material to support various Test Working Group (TWG), Test Control Boards (TCB) and Test Control Panel (TCP), Test Readiness Review, Mission Readiness Review, Scenario Working Group or other test planning meetings as directed. (CDRL A005)

5.3.1.2 The Contractor shall serve as a Test Team member and act as the equipment and console operator and assist with the execution of various test events at ship and shore test sites.

5.3.1.3 The Contractor shall assist with data extraction or collection at ship and shore test sites.

5.3.1.4 The Contractor shall assist with test planning as directed by the assigned Test Lead.

5.3.1.5 The Contractor shall write, review, and update test plans.

5.3.1.6 The Contractor shall review documents and provide recommendations for test methodology and test scenarios.

5.3.1.7 The Contractor shall assist with scheduling or coordinating test assets.

5.3.1.8 The Contractor shall develop training curricula for the various systems under test.

5.3.1.9 The Contractor shall develop and maintain Integrated Test Schedules for various systems under test. (CDRL A006)

Table 5.3.1

Effort	Due Date/Frequency	Travel
Attend test meetings and produce/distribute meeting minutes (5.3.1)	Approx. 3 per year	3 trips, east coast, 4 people, 2 days

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 22 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Support test events by assisting with equipment and console operations and then produce/distribute post-event trip reports (5.3.1, 5.3.1.2)	Approx. 10 per year	3 trips, west coast, 3 people, 5 days 5 trips, east coast, 4 people, 5 days 2 trips, OCONUS, 2 people, 5 days
Develop and deliver meeting briefing material (5.3.1)	As required	None
Provide written comments and recommendations to test plans and test documentation (5.3.1.5)	As required	None
Develop/maintain training curriculum (5.3.1.8)	As required	None
Develop/maintain schedules (5.3.1.9)	Monthly basis	None
Status Report: Weekly Status Report and Actions (5.3.1)	Weekly	None
Trip reports (5.3.1)	Due 5 days after return	None

5.3.2 Modeling and Simulation (M&S) Support (FTE: 2) (CDRL A003)

5.3.2.1 The Contractor shall provide technical assistance to the M&S Lead related to M&S requirements identification, M&S trade-off analysis, and M&S process development.

5.3.2.2 The Contractor shall provide technical editing assistance during the development of various M&S documentation.

5.3.2.3 The Contractor shall participate in document reviews by providing editorial and grammatical feedback towards the M&S documentation to ensure technical accuracy.

5.3.2.4 The Contractor shall incorporate the required changes to the technical documentation that are produced during the document reviews.

5.3.2.5 The Contractor shall observe the M&S Verification and Validation (V&V) tests and verify that the M&S tests produce valid test results.

5.3.2.6 The Contractor shall maintain the M&S schedules and Plans of Action and Milestones (POA&Ms) that are developed by the M&S Lead. (CDRL A002) (CDRL A006)

Table 5.3.2

Effort	Due Date/Frequency	Travel
Observe M&S V&V tests and verify test results and then produce/distribute post-event trip reports (5.3.2.1)	Approx. 2 events per year	2 trips, east coast, 1 person, 3 days
Attend M&S meetings and produce/distribute meeting minutes (5.3.2)	Approx. 1 per year	1 trip, east coast, 1 person, 2 days
Provide written comments and recommendations to M&S documentation (5.3.2.2, 5.3.2.3)	Approx. 2 documents per year	None
Maintain M&S schedules (5.3.2.6)	Approx. 2 schedules per year	None
Status Report: Weekly Status Report and Actions (5.3.2)	Weekly	None

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 23 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Trip reports(5.3.2, 5.3.2.5)	Due 5 days after return	None
---------------------------------	-------------------------	------

6 Deliverables

The contractor shall provide deliverables in accordance with the deliverables as per sections described above. Deliverables shall be provided in Portable Document Format (PDF) or Microsoft Office products on Compact Disc-Read-Only Memory (CD-ROM) using the applicable documents cited in paragraphs in Table 6.0. (CDRL A009)

Table 6.0

Contract Data Requirements Lists (CDRLs) - FORM 1423			
Data Item No.	Description	Frequency	Estimated
A001	Report, Record of Meetings/Minutes and Actions	ASREQ	72
A002	Contractor's Progress Status and Management Report: POA&M	MTHLY	24
A003	Status Report: Weekly Status Report and Actions	30 DACA/ WEKLY	52
A004	Technical Report Study: RMA Data Collection & Calculations	ASREQ	20
A005	Presentation Material (White Papers & Briefs)	ASREQ	8
A006	Contractor's Progress, Status and Management Report - Schedules	ASREQ	14
A007	Emergency Muster Report	MTHLY	12
A008	Contractor's Progress, Status and Management Report: Technical Accomplishments & Expenditure Report	MTHLY	12
A009	Contractor's Personnel Roster - Monthly Personnel Security Listing Report	10 DACA/MTHLY	12
A010	Trip Report/Recommendations	ASREQ	150
A011	Technical Report - Study/Services - Hazmat PLAN	ASREQ	36
A012	Technical Manual Validation and Verification Plan	ASREQ	4

7 Performance Evaluation

The Contractor shall perform Section 5.0 tasks in accomplishing the requirements of this Task Order. The performance requirements identified for this Task Order tasks and subtasks are related/linked to the evaluation criteria of cost control, technical effectiveness, schedule, performance, customer satisfaction and small business subcontracting performance. The contractor's performance will be evaluated specifically on the following categories /criteria: quality of product or service, schedule, cost control, business relations, and management of key personnel. Each month, the COR will monitor and report on the deliverables provided and services provided in accordance with aforementioned categories/criteria. The COR will track this information and provide a cumulative review and evaluation at the end of the base year and at the end of each option year (if exercised). The evaluation process, consisting of this Task Order's performance requirements, the evaluation criteria, and performance standards will be included in the government Quality Assurance Plan (QASP). The Contracting Officer's Representative works with the Technical Assistant and Contractor to monitor performance and will use the QASP to evaluate the Contractor's performance.

8 Government Furnished Property

The Government will provide onsite NMCI seats under this task order. Contractor personnel working in Government buildings and occupying Government spaces will be granted use of Government Furnished Property (GFP) to the extent necessary to perform the requirements of this task order. No GFP shall become the property of the contractor. All GFP, except authorized consumable materials, shall be returned to the custody of the Government at the expiration of this procurement.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 24 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

9 Security

The performance of the requirements(s) within Section 5 does require classified tasking. COMSEC equipment will be utilized.

Simple Key Loader (SKL) AN/PYQ-10(C)

KSV-21 (STE Phone) - Enhanced Crypto Card

KGV-8 - Miniature Secure Data Unit (SDUs) (JTIDS)

KGV-8B - Miniature Secure Data Unit (SDUs) (JTIDS)

U TVB 2 - (Crypto Controller Card)

AN/USG-xB

AN/USG-xA

AN/CYZ 10

KYK 13

Access to Secure Internet Protocol Router Network (SIPRNET) may be required depending upon the task assignment. The government will provide access to facilities located at NSWC PHD 4363 Missile Way, Port Hueneme, CA building 1387 for use by contractor in the performance of this procurement. Government supplies will be provided for this procurement. The contractor will be required to attend meetings classified at Secret level. The nature of this task requires access to Secret Information. The work performed by the contractor will include access to Secret data, information, and spaces.

10 Navy Marine Corps Intranet (NMCI)

The contractor will have necessary use of office furnishings with desks or cubicles, chairs, and file cabinets. Navy-Marine Corps Intranet (NMCI) computers and landline telephones will be made available for official use only by contractor personnel at the Government site. Contractor personnel shall be responsible for complying with security regulations regarding telephone, e-mail and Internet use. The contractor shall have access to all Government Furnished Equipment (GFE) necessary to perform the requirement.

11 Special Considerations

Special Packaging, Markings and Shipping Instructions. Each package delivery, and each installation component and materials delivery, shall be packaged in a manner consistent with accepted business practices for delivering documentation with the weight and size configurations of these deliveries. Delivery to each ship shall be to the applicable Program Manager Representative (PMR), attention NSWC PHD representative, with ship name and hull number marked on outside of each package. Any other documentation deliveries to ISEAs or other commands or facilities shall also be appropriately packaged as is done for ship deliveries. For each delivery, contractor shall consult with the technical code before mailing any package that might enter a foreign postal or parcel system. Alternate means of delivery may be arranged at the discretion of the Government to protect sensitive information from unauthorized disclosure to foreign nationals. The Government will provide the contractor with appropriate delivery addresses, "mark to" information and delivery carriers. (CDRL A011)

12 Technical Point of Contact:

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 25 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

13 Workload Estimate

Total requirement includes 17 FTEs. The workload data is provided for informational purposes only to assist you in estimating the price for this Task Order. It in no way suggests that this is the effort required by this Task Order.

NMCARS 5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA)

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Port Hueneme Division, Naval Surface Warfare Center (PHD NSWC) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>. Reporting inputs 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>.

PHD NSWC ADD'L REQMTS

1. WAGE DETERMINATION

The Department of Labor Wage Determination for Ventura, California, Wage Determination No. 2005-2071 Revision 15, dated 06/19/2013 is provided as attachment (2) to the Solicitation. Compliance with the wage determination is mandatory. Include the appropriate SCA Codes for each corresponding labor categories used in your labor cost proposal.

NOTE: Escalation of rates in the option years for labor categories under the SCA is not allowable. If a new wage determination is incorporated via issuance of a modification, adjustment may be made to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of the new wage determination. Any adjustment will be limited to increases or decreases in wages and fringe benefits, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

2. REQUIREMENTS FOR NON-GOVERNMENT PERSONNEL WORKING ON-SITE AT NSWC PHD

Monthly report of contractor personnel assigned to desks/work stations/seats in any or all NSWC PHD buildings, including temporary buildings, highlighting gains and losses and including physical location (building), telephone number and NSWC PHD branch-level organizational code supported, and shall highlight any personnel gains or losses. (CDRL A009)

3. SECURITY CLEARANCE (NAVSEA) (SEP 1990)

The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, Attachment (1) attached hereto.

4. NOT USED

5. PHD NSWC - POST AWARD MEETING

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held (TBD at contract award).

(b) The contractor will be given at least five working day notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 26 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

HQ C-1-0001

ITEM(S) - DATA REQUIREMENTS (NAVSEA)(SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA)

(JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venture, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in QISI Proposal Submission dated June 26, 2014 in response to NAVSEA PHD NSWC Solicitation No.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 27 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

N00024-14-R-3365.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

(End of Text)

CLAUSES INCORPORATED BY FULL TEXT

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)(JUL 2000)

(a) "Organizational Conflict of Interest" 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. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 28 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

(End of Text)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 29 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION D PACKAGING AND MARKING

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPO), DOD 5220.22-M dated 28 February 2006.

(End of Text)

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) Name and business address of the Contractor
- (2) Contract number
- (3) Contract dollar amount
- (4) Whether the contract was competitively or non-competitively awarded
- (5) Sponsor: _____

(End of Text)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 30 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

INSPECTION AND ACCEPTANCE

Inspection and acceptance for CLINS 7000, 7100, and 7200 shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract for Cost Plus Fixed Fee Orders and as supplemented by the Quality Assurance Surveillance Plan (QASP) in Section E.

Inspection and acceptance of all data for CLINS 7001, 7101, and 7201 shall be in accordance with and as specified on the attached Contract Data Requirements List(s), DD Form 1423 (CDRLs) as referenced in Section J.

1.0 QUALITY ASSURANCE AND SURVEILLANCE PLAN (QASP)

1.1 The QASP is established to provide and enforce standards of quality for the requirement and it establishes acceptable error rates for key performance indicators. Contractor performance will be judged according to these standards.

1.2 This QASP consists of a General QASP. The General QASP shall be applied across the requirement to all applicable services and deliverable products.

2.0 General QASP

2.1 Scope. This QASP is established to apply to specific sections of the Performance Work Statement (PWS) for which the QASP has provided quality standards and measures embedded in the PWS tasking (Section C) paragraphs, from paragraphs (5.0 -Performance Requirements), (6.0- Deliverables) and (11.0 Special Considerations).

2.2 Surveillance Responsibilities. The COR is responsible for monitoring identified performance indicators, verifying stated quality standards were achieved by the contractor, and documenting all results. The COR may, at the discretion of the Government, utilize the services of technical team leaders, technical advisors, subject matter experts, and other Government personnel in carrying out this surveillance as deemed necessary by the COR to ensure the contractor is executing at acceptable levels of overall contract performance.

2.3 Performance Indicators. There are three general performance indicators for this requirement, as shown in paragraphs (2.3a.) through (2.3c.) below.

2.3a. Services are provided as specified in Section C paragraphs as applicable.

2.3b. Deliverable products are provided as specified in paragraphs (5.0) through (6.0) as applicable.

2.3c. Data deliverables are provided as specified in in paragraph (6.0).

2.4 Performance Standards. The Performance Standards that correspond to the

Performance Indicators specified in paragraph (2.3) above are shown in paragraphs (2.4a.) through (2.4d.) below.

2.4a. Services comply with all procedures, schedules and requirements specified in Section C paragraphs (5.0 -Performance Requirements), (7.0 -Performance Evaluation) and (11.0 Special Considerations) above. Where

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 31 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

specific procedures are not identified in this PWS, the contractor shall comply with standard business practices for the type and quantity of services to be provided.

2.4b. Deliverable products are properly provided on schedule in accordance with Section C paragraphs, (5.0 -Performance Requirements), and (6.0- Deliverables) above. Classification and distribution markings, safety statements, and other warnings and instructions are complete, accurate and legible.

2.4c. Data deliverables are properly provided on schedule as specified in Section C paragraphs (5.0 -Performance Requirements), and (6.0- Deliverables), as applicable.

2.4d. Shipping of equipment and materials, if necessary to the completion of this requirement, shall be in accordance with the applicable Section C paragraphs from (5.0 -Performance Requirements), (6.0- Deliverables) and (11.0 Special Considerations). Absent appropriate guidance in these paragraphs, the contractor shall use acceptable industry standards in packing, handling, shipping and transferring equipment and materials.

2.5 Acceptable Quality Levels. The Acceptable Quality Levels that correspond to the

Performance Standards specified in paragraph (2.4) above are shown in paragraphs (2.5a.) through (2.5d.) below. Specified quality levels must be met unless otherwise properly justified by events or developments beyond the control of the contractor.

a. Services. The quality of services is generally characterized by the descriptions in paragraphs [2.5a(1)] through [2.5a(3)] below.

2.5a(1) Unsatisfactory. Services are provided with recurring quality discrepancies requiring Government intervention, and rework. Quality problems adversely affect the Government mission and lead to complaints from the Fleet, other end users and sponsoring organizations. Safety discrepancies and compromises of CLASSIFIED information occur. Communications with the Government are insufficient, late and ineffective. Contractor management is slow to identify and correct problems without Government intervention.

2.5a(2) Satisfactory. Services are provided at the specified quality levels with no more than minor technical inaccuracies and lateness not adversely affecting the Government mission. There are no significant complaints and concerns voiced by program office representatives or Fleet personnel users and sponsoring organizations about the quality of services. There are no safety discrepancies or compromises of CLASSIFIED material. Communications with the Government are timely and accurate. Contractor management is responsive in correcting problems before Government intervention is required.

2.5a(3) Excellent. Services often exceed specified quality levels to the benefit of the Government, are never late, and are never late to any degree that has any impact on the Government mission. The quality of services leads to compliments from the Fleet/Shipboard personnel, other end users and sponsoring organizations. There are no safety discrepancies or compromises of CLASSIFIED material. Communications with the Government are timely, complete and accurate. Contractor management is proactive in correcting problems before they come to the attention of the Government.

2.5b. Deliverable Products. The quality of deliverable products is generally characterized by the descriptions in paragraphs [2.5b(1)] through [2.5b(3)]

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 32 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

below.

2.5b(1) Unsatisfactory. Products are delivered late as to adversely impact the Government mission. Product quality problems adversely affect the performance of the Government mission and lead to complaints from the Fleet, other end users and sponsoring organizations. Product quality problems cause personnel injury, equipment damage and rework. Classification and distribution markings and safety warnings are incorrect and missing. Instructions are so incomplete and inaccurate as to adversely affect the Government mission. Government intervention is repeatedly required to correct quality problems. Technical content contains significant errors and deficiencies requiring extensive rework.

2.5b(2) Satisfactory. Products are properly provided on schedule. There are no safety discrepancies and no CLASSIFIED information is compromised. All deliverables are properly marked for classification level, distribution and safety warnings. Instructions are clear, complete and accurate with no major errors adversely affecting the Government mission. Not more than minor rework is required to correct technical errors and deficiencies.

2.5b(3) Excellent. Products often exceed specified quality levels to the benefit of the Government, are repeatedly early, and are never late. The quality of products leads to compliments from the Fleet, other end users and sponsoring organizations. There are no safety discrepancies or compromises of CLASSIFIED material. All deliverables are properly marked for classification level, distribution and safety warnings. There are no technical errors and deficiencies.

2.5c. Data Deliverable CDRLs Items. The quality of data deliverables is characterized by the descriptions in paragraphs [2.5c(1)] through [2.5c(3)] below.

2.5c(1) Unsatisfactory. Data deliverables are provided so late as to adversely impact the Government mission. Quality problems adversely affect the performance of the Government mission and lead to complaints from the Fleet, other end users and sponsoring organizations. Quality problems cause personnel injury, equipment damage, equipment inoperability and rework. Classification and distribution markings and safety warnings are incorrect and missing. Instructions are so incomplete and inaccurate as to adversely affect the Government mission. Format problems adversely impact the utility of the deliverable. Government intervention is repeatedly required to correct quality problems. Technical content contains significant errors and deficiencies requiring extensive rework.

2.5c(2) Satisfactory. Data deliverables are properly provided on schedule. There are no safety discrepancies and no CLASSIFIED information is compromised. All deliverables are properly marked for classification level, distribution and safety warnings. Format issues do not adversely impact the utility of the data deliverable. Instructions are clear, complete and accurate with no major errors adversely affecting the Government mission. Not more than minor rework is required to correct technical errors and deficiencies.

2.5c(3) Excellent. Data deliverables often exceed specified quality levels to the benefit of the Government, are repeatedly early, and are never late. The quality of data deliverables leads to compliments from the Fleet, other end users and sponsoring organizations. There are no safety discrepancies or compromises of CLASSIFIED material. All data deliverables are properly marked for classification level, distribution and safety warnings. Instructions are clear, complete and accurate mission.. There are no relevant technical errors

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 33 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

and deficiencies and there are no format problems.

2.5d. Packing and Shipment of Equipment and Materials. The quality of deliverable products is generally characterized by the descriptions in paragraphs [2.5d(1)] through [2.5d(3)] below.

2.5d(1) Unsatisfactory. Packaging of material does not meet specified requirements and is insufficient to prevent damage to the items shipped. Materials are shipped to the incorrect destination resulting in their loss, the compromise of CLASSIFIED material, and the violation of technology export control laws. Materials are shipped too late to arrive on schedule more than a few times and late shipment adversely affects the Government mission.

2.5d(2) Satisfactory. Packaging of material meets specified requirements and is insufficient to protect the materials shipped. Materials are shipped to the correct destinations and are never shipped to destinations from which they could not be recovered and redirected to their correct destinations in a timely manner, where they are lost to the Government, and where the compromise of CLASSIFIED material occurs. Materials are shipped in a timely manner to arrive on schedule and are never shipped so late as to adversely affect the Government mission.

2.5d(3) Excellent. Packaging meets requirements and is sufficient to prevent any damage to materials shipped. Materials are always shipped to the correct destinations and are always shipped in a timely manner so as to be received at their destinations on schedule and are often early.

2.6 Surveillance Methods. The Surveillance Methods that correspond to the Acceptable

Quality Levels specified in the paragraph above for services are visual observation; and Sailor, Fleet and Sponsor feedback.

2.7 Performance Indicator (PI) Ratings. The definitions and applications of Performance Ratings corresponding to the Acceptable Quality Level (AQL) Standards in Paragraph (2.5) above are contained here for each Performance Indicator (PI). It is possible that not all elements in each PI can be rated, depending on the applicability of the general PIs provided in Paragraph (2.5) to the specific tasking in Section C Paragraphs (5.0 -Performance Requirements), (6.0- Deliverables) and (7.0 - Performance Evaluation) above, in which case ratings definitions shall be applied only to those PIs that are applicable.

2.7a PIs: Services; Deliverable Products; Data Deliverables; and Packing and Shipment of Equipment and Materials

2.7a(1) Excellent: Contractor performance meets AQL for all rated elements and exceeds expectations of the Government and at no additional cost to the Government. There are not any inaccuracies or defects of classified material and technology export control.

2.7a(2) Very Good: Contractor performance meets or exceeds AQL for all rated elements with measurable or clear benefit to the Government and at no additional cost to the Government. There are not any inaccuracies or defects of classified material, and technology export control.

2.7a(3) Satisfactory: Contractor performance meets the AQL at least half the time, and where the contractor fails to meet AQL there is no substantial detriment to the Government nor any additional direct and indirect costs.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 34 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

There are no inaccuracies or defects that adversely affect safety, the protection of classified material and technology export control.

2.7a(4) Unsatisfactory: Contractor performance is characterized by at least one of the following: (i) performance repeatedly does not meet AQL, requiring substantial oversight and intervention by the Government to resolve problems and restore acceptable attainment of services and minimize adverse mission impacts; (ii) performance results in the compromise of classified information or unauthorized transfer of technology export control items; (iii) performance results in serious personnel injury or substantial damage to Government equipment.

3.0 Performance Requirements Summary Table.

For the purposes of this table, "services" shall refer to those services specified in Section C paragraphs (5.0 -Performance Requirements), (6.0-Deliverables) and (11.0 Special Considerations) above; "NLT" stands for "Not Less Than"; "NMT" stands for "Not More Than"; "IAW" stands for "In Accordance With"; and "tasking guidance" refers to applicable sections of Section C Paragraphs (5.0 -Performance Requirements), (6.0 -Deliverables), (7.0 -Performance Evaluation) and (11.0 Special Considerations) which specify services, deliverables, costs, and other task requirements and guidance. Specified quality levels must be met unless otherwise properly justified by events or developments beyond the control of the contractor.

The acceptable quality levels identified below are general in nature, the more specific acceptable quality levels will be issued at the TI level.

PERFOR- MANCE INDICATORS	PERFOR-MANCE STANDARDS	ACCEPTABLE QUALITY LEVELS
Services Provided list in the PWS of the Solicitation	Services comply with all procedures, schedules and requirements specified in tasking guidance above. Where specific procedures are not identified in this PWS, the contractor shall comply with standard business practices for the type and quantity of services to be provided.	<p>(1) All services are completed within schedule and in accordance with the required period of performance established for the tasking of a specific PWS requirement.</p> <p>(2) Services are completely accurate in their technical aspects and in accordance with the required period of performance established for the tasking of the specific PWS requirement.</p>

PERFOR- MANCE INDICATORS	PERFOR-MANCE STANDARDS	ACCEPTABLE QUALITY LEVELS
<p>Deliverable Products</p>	<p>Deliverable products are properly provided on schedule IAW tasking guidance above. Classification and distribution markings, safety statements, and other warnings and instructions are complete, accurate and legible.</p>	<p>(1) Products are properly provided on schedule IAW tasking guidance above NLT 85% of the time, are NMT 5 working days late NLT 95% of the time and are NMT 15 working days late 100% of the time.</p> <p>(2) Classification markings are accurate, complete and legible not less than 100% of the time.</p> <p>(3) Distribution markings affecting technology export control are accurate, complete and legible NLT 100% of the time.</p> <p>(4) Distribution markings not affecting technology export control are accurate, complete and legible NLT 85% of the time; markings contain minor inaccuracies but are still understandable NMT 10% of the time; and markings are present 95% of the time.</p> <p>(5) Safety statements and warnings are accurate, complete and legible NLT 100% of the time.</p> <p>(6) Warnings and instructions not affecting safety are accurate, complete and legible NLT 90% of the time; contain minor errors and omissions NMT 5% of the time; and contain major errors and omissions NMT 1% of the time.</p> <p>(7) Technical content is complete and accurate NLT 90% of the time; contains minor errors and omissions not affecting safety NMT 5% of the time; and contains major errors not affecting safety NMT 1% of the time. Technical content contains NMT one major error or omission not affecting safety 95% of the time and contains no errors and omissions adversely affecting safety 100% of the time.</p>

PERFOR- MANCE INDICATORS	PERFOR-MANCE STANDARDS	ACCEPTABLE QUALITY LEVELS
Data Deliverables	Data deliverables are properly provided on schedule as specified in tasking guidance.	<p>(1) Data deliverables are provided on schedule NLT 90% of the time; are provided NMT 5 working days late NLT 95% of the time; and are provided NMT 15 working days late NLT 100% of the time.</p> <p>(2) Data deliverables are provided in the format specified in tasking guidance above NLT 95% of the time; in a different but compatible format NMT 5% of the time; and in an incompatible but still usable format NMT 2% of the time.</p> <p>(3) Classification markings are accurate, complete and legible NLT 100% of the time.</p> <p>(4) Distribution markings affecting technology export control are accurate, complete and legible NLT 100% of the time.</p> <p>(5) Distribution markings not affecting technology export control are accurate, complete and legible NLT 85% of the time; markings contain minor inaccuracies but are still understandable NMT 10% of the time; and markings are present 95% of the time.</p> <p>(6) Safety statements and warnings are accurate, complete and legible NLT 100% of the time.</p> <p>(7) Warnings and instructions not affecting safety are complete, accurate and legible NLT 90% of the time; contain minor errors and omissions NMT 5% of the time; and contain major errors and omissions NMT 1% of the time.</p> <p>(8) Technical content is complete and accurate NLT 90% of the time; contains minor errors and omissions not affecting safety NMT 5% of the time; and contains major errors not affecting safety NMT 1% of the time. Technical content contains NMT one major error or omission not affecting safety 95% of the time and contains no errors and omissions adversely affecting safety 100% of the time.</p> <p>(9) Distribution of classified data is per tasking guidance above NLT 100% of the time.</p>

PERFOR- MANCE INDICATORS	PERFOR-MANCE STANDARDS	ACCEPTABLE QUALITY LEVELS
		<p>(10) Distribution of unclassified data not affecting technology export control is per tasking guidance above NLT 95% of the time; is to the incorrect destination within the US Government NMT 5% of the time; is to the incorrect destination within the destination defense contractor NMT 5% of the time; and is never to the incorrect destination outside the US Government or destination defense contractor.</p> <p>(11) Distribution of unclassified data is per quantities shown in tasking guidance above not less than 95% of the time; and is in incorrect quantities NMT 5% of the time.</p>

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 38 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

PERFOR- MANCE INDICATORS	PERFOR-MANCE STANDARDS	ACCEPTABLE QUALITY LEVELS
Packing and Shipment of Equipment and Materials	Shipping of equipment and materials, if necessary to the completion of this requirement, shall be IAW tasking guidance. Absent appropriate guidance in these paragraphs, the contractor shall use acceptable industry standards in packing, handling, shipping and transferring equipment and materials.	<p>(1) Classified equipment and materials are shipped to the correct destinations NLT 100% of the time; and are never shipped to incorrect destinations unable to properly protect their contents from unauthorized disclosure.</p> <p>(2) Unclassified equipment and materials are shipped to the correct destinations 98% of the time; are shipped to incorrect destinations not in violation of technology export controls and from which they may be retrieved intact NMT 2% of the time; and are never shipped to incorrect destinations in violation of technology export controls.</p> <p>(3) Equipment is packed IAW accepted industry standards NLT 98% of the time; and is packed to lesser standards but received undamaged NLT 100% of the time.</p> <p>(4) Shipment of classified equipment and material to US Government destinations is by US carrier NLT 100% of the time unless waived by the Government. Shipment of classified equipment and material to FMS destinations is IAW applicable security guidance NLT 100% of the time.</p>
Costs	Costs billed to the Government are accurate and shall not exceed pricing contained in this contract.	<p>(1) Materials and other non-travel ODCs billed to the Government are within 5% of costs contracted in this procurement (costs should be on actual), excepting such costs that are substantially driven by the costs of motor fuels, at least 80% of the time and are within 20% of contracted costs 100% of the time.</p> <p>(2) Travel ODCs billed to the Government are within 10% of costs contracted in this procurement (costs are based on actual), excepting such costs that are substantially driven by the costs of motor fuels, NLT 75% of the time and are within 25% of contracted costs 100% of the time.</p> <p>(3) Labor hours billed to the Government are within 10% of rates contracted in this procurement 100% of the time. Labor expenditure rates are within 10% of planned expenditure rates contracted in this procurement 100% of the time.</p>

4.0 Performance Indicator (PI) Ratings.

The definitions and applications of Performance Ratings corresponding to the Acceptable Quality Level (AQL) Standards in Paragraph (2.5), Performance Requirements Summary Table, above are contained here for each Performance Indicator (PI). It is possible that not all elements in each PI can be rated, depending on the applicability of the general PIs provided in Paragraph (2.7) to the specific tasking in Section C (5.0 -Performance Requirements), (6.0 -Deliverables), (7.0 -Performance Evaluation) and (11.0 Special Considerations) above, in which case ratings definitions shall be applied only to those PIs that are applicable.

PERFORMANCE INIDICATOR RATINGS		
PERFORMANCE INDICATORS	RATING	RATING DEFINITION
Services	Excellent	Contractor performance meets AQL for all rated elements and exceeds at least half with substantial benefit to the Government and at no additional cost to the Government. There are no inaccuracies or defects of classified material, and technology export control.
	Very Good	Contractor performance exceeds AQL for all rated elements with little or no additional benefit to the Government and at no additional cost to the Government. There are no inaccuracies or defects of classified material, and technology export control.
	Satisfactory	Contractor performance meets the AQL at least half the time, and there is no substantial detriment to the Government or any additional direct and indirect costs. There are no inaccuracies or defects that adversely affect safety, the protection of classified material and technology export control.
	Unsatisfactory	Contractor performance is characterized by at least one of the following: (i) performance repeatedly does not meet AQL, requiring substantial oversight and intervention by the Government to resolve problems and restore acceptable attainment of services and minimize adverse mission impacts; (ii) performance results in the compromise of classified information or unauthorized transfer of technology export control items; (iii) performance results in serious personnel injury or substantial damage to Government equipment.
Deliverable Products	Excellent	(Same as for "Services")
	Very Good	(Same as for "Services")
	Satisfactory	(Same as for "Services")
	Unsatisfactory	(Same as for "Services")
Data Deliverables	Excellent	(Same as for "Services")
	Very Good	(Same as for "Services")

PERFORMANCE INDICATOR RATINGS		
PERFORMANCE INDICATORS	RATING	RATING DEFINITION
	Satisfactory	(Same as for "Services")
	Unsatisfactory	(Same as for "Services")
Packing and Shipment of Equipment and Materials	Excellent	(Same as for "Services")
	Very Good	(Same as for "Services")
	Satisfactory	(Same as for "Services")
	Unsatisfactory	(Same as for "Services")
Costs	Excellent	Contractor cost performance meets AQL for all rated elements and exceeds at least half with substantial benefit to the Government and without adversely affecting safety and the protection of classified material and technology export control.
	Very Good	Contractor cost performance exceeds AQL for all rated elements with little or no additional benefit to the Government and without adversely affecting safety and the protection of classified material and technology export control.
	Satisfactory	Contractor cost performance meets the AQL at least 90% the time, and where the contractor fails to meet AQL (i) cost performance falls sort of AQL by not more than 15% and (ii) there are no adverse affects to safety and the protection of classified material and technology export control.
	Unsatisfactory	Contractor performance is characterized by at least one of the following: (i) cost performance repeatedly does not meet AQL, requiring substantial oversight and intervention by the Government to resolve problems and restore acceptable expenditure rates and minimize adverse mission impacts; (ii) cost performance consumes the planned ceiling for the base period or option period more than three calendar weeks prior to the contracted end of the period; (iii) cost performance results in the reduction in or delay of contracted services to the detriment of the Government.

5.0 PERFORMANCE NOTIFICATION, OVERALL RATINGS AND REMEDIES.

5.0.1 Notifications. Performance ratings reflecting failures to meet AQL will not be assigned unless the Government has notified the contractor of the quality problem, except for services, products, data deliverables and other contracted actions occurring at the end of a rating period (base period or option period, if exercised) thereby allowing no practical time for such notification before determination of a rating.

5.0.2 The Government will notify the contractor, verbally or in writing, whenever performance fails to meet the Acceptable Quality Level (AQL); if the failure to meet the AQL is of a severity to warrant a possible Unsatisfactory rating, the Government will notify the contractor of that possibility in

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 41 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

writing. The contractor shall take appropriate steps to bring performance back to AQL standards, if time permits before the end of the rating period.

5.0.3 If the contractor disagrees with the Government notification that AQL was not met, the contractor shall respond in writing within 5 working days stating why the contractor believes AQL was met or what mitigating circumstance(s) the contractor believes warrant relief from the AQL standard. If the Government disagrees with the contractor's reply, the final determination of whether the AQL was met will be made by the contracting officer.

5.1.0 Overall Performance Ratings. At the conclusion of the base period and each option period, if exercised, the Government will evaluate the performance of the contractor with respect to the following performance indicators (PIs) detailed in paragraph (4.0) above:

5.1.0.1 PI 1: Services

5.1.0.2 PI 2: Deliverable Products

5.1.0.3 PI 3: Data Deliverables

5.1.0.4 PI 4: Packing and Shipment of Equipment and Materials

5.1.0.5 PI 5: Cost

5.1.1 Only those PIs applicable to the requirement will be evaluated, which at a minimum will be PIs 1 and 5. PIs 2, 3, and 4 will be evaluated only as they apply to the content of the PWS.

5.1.2 Overall Rating Determination will be based on the individual PI ratings as defined in paragraph (4.0) meeting the highest of the following rating criteria:

OVERALL RATING DEFINITION TABLE	
RATING	DEFINITION
Excellent	Performance is rated as Excellent for PIs 1 and 5 with ratings of Excellent for PI 2 (if evaluated), and PIs 3 and 4, if rated, are rated not less than Very Good.
Very Good	Performance rated as Very Good or higher for PIs 1 and 5 with PIs 2, 3 and 4 (if evaluated) rated not less than Satisfactory.
Satisfactory	Performance rated as satisfactory or higher for all PIs.
Unsatisfactory	Performance is unsatisfactory for any rated PI.

5.2.0 Remedies (Prior to Overall Rating). Upon notification to the contractor that performance fails to meet AQL, the Government may at its discretion require the contractor, at no additional charge to the Government, to (a) correct the quality deficiencies identified, (b) re-perform the work at no additional cost to the Government, or (c) if mission requirements precludes both (a) and (b), to return the Government all fee associated with the work not meeting AQL.

5.3.0 Remedies (Upon Overall Rating). Upon assignment of overall ratings for the period of performance, the Government will, at its discretion, exercise such remedies as it may deem appropriate from those shown in paragraph (5.0) for work failing to meet AQL.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 42 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

5.3.1 All quality deficiencies not corrected via paragraph (5.0) above will be noted in the Contractor Performance Assessment Reporting System (CPARS).

5.3.2 If an option period is exercised at the expiration of the period being rated, the contractor shall within 15 calendar days of option exercise provide the Government with a written quality improvement "Get Well" plan outlining the actions the contractor will take during the option period to correct the quality defects noted by the Government for the previous period and prevent their reoccurrence in the option period and beyond, if additional option periods are possible under the terms of the procurement. Successful execution of the "Get Well" plan will be subject for CPARS reporting for that option period.

HQ E-1-0001

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

(End of Text)

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection Of Services Cost-Reimbursement APR 1984

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 43 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 44 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

HQ F-2-0003

DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

(End of Text)

DELIVERIES AND PERFORMANCE

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
7000	N/A	N/A	N/A	N/A
7001	Section J (CDRLs)	" "	" "	" "
7100	N/A	N/A	N/A	N/A
7101	Section J (CDRLs)	" "	" "	" "
7200	N/A	N/A	N/A	N/A
7201	Section J (CDRLs)	" "	" "	" "

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt	Stop-Work Order (Aug 1989) - Alternate	APR 1984
I	I	

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 45 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 46 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE

252.204-0002 Line Item Specific: Sequential ACRN Order SEP 2009
 252.204-7006 Billing Instructions OCT 2005
 252.232-7003 Electronic Submission of Payment Requests JUN 2012
 and Receiving Reports

CLAUSES INCORPORATED BY FULL TEXT

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 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 (Cost Reimbursable, T&M , LH, or FPI)

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

N/A

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 48 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

point of contact.

Local WAWF point of contact

(2) For technical WAWF help, contact the WAWF helpdesk at

(End of clause)

All blanks in the clause will be completed at time of award.

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

(End of Text)

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

* _____

(End of Text)

- To be completed by the contractor if the contractor's administration

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 49 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

address is different

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

(End of Text)

HQ G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE
REPRESENTATIVE:

Procuring Contracting Officer

Post Award Contracting Officer

Contract Specialist

Contract Administration Specialist

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 50 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Defense Contract Audit Agency (DCAA)
770 Paseo Camarillo, Suite 310
Camarillo, CA 93010

Defense Contract Management Activity (DCMA)
P.O. Box 9608
Mission Hills, CA 91346-9608

(End of Text)

SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

(a) The Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 51 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Accounting Data

SLINID	PR Number	Amount
700001	130047091800001	
LLA :		
AA 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002666482		
FS: OPN		
FED: 30SEP17/WCD: 30SEP17		
SON: N0002415WX02627		
Support of CEC Equipment support and Installation/Check out		
700002	130047091800002	
LLA :		
AB 97X4930 NH1K 252 77777 0 050120 2F 000000 A10002666482		
FS: RDN		
FED: 30SEP16/WCD: 30SEP16		
SON: N0002415WX02641		
Support of CEC Interim Trainer (CIT) Test/Evaluation efforts		
700003	130047091800003	
LLA :		
AB 97X4930 NH1K 252 77777 0 050120 2F 000000 A10002666482		
FS: RDN		
FED: 30SEP16/WCD: 30SEP16		
SON: N0002415WX02641		
Support of CEC Interim Trainer (CIT) Test/Evaluation efforts		

MOD 03

900001 130047091800004
 LLA :
 AC 97X4930 NH1K 252 77777 0 050120 2F 000000 A20002666482
 FS: OPN
 FED: 30SEP17/WCD: 30SEP17
 SON: N0002415WX02627
 ODC 9000, PARAs 5.1 AND 5.3

MOD 04

700004 130048215800001
 LLA :
 AC 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002757535
 Provide test engineer support for shipboard testing IAW
 TI-N00178-14-D-8026-L602-01. APPN: OMN; FED 30SEP2015; WCD 30SEP2015,
 N3600115WR002PH

700005 130048391100001
 LLA :
 AD 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002768441
 FS: RDTE

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 52 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

FED: 9/30/16; WCD: 9/30/16
Provide support for CEC USG 3B E 2D Test support
TI# N000178-14-D-8026-L602-02

700006 130048391100003
LLA :
AE 97X4930 NH1K 252 77777 0 050120 2F 000000 A10002768441
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
LABOR 7000, PARA 5.1/5.3 IAW/TI# N0017814D8026-L602-02

700007 130048391100005
LLA :
AF 97X4930 NH1K 252 77777 0 050120 2F 000000 A20002768441
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
LABOR 7000, PARA 5.1/5.3 IAW/TI# N0017814D8026-L602-02

700008 130048391100007
LLA :
AG 97X4930 NH1K 252 77777 0 050120 2F 000000 A30002768441
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
LABOR 7000, PARA 5.1/5.3 IAW/TI# N0017814D8026-L602-02

700009 130048391100009
LLA :
AH 97X4930 NH1K 252 77777 0 050120 2F 000000 A40002768441
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
LABOR 7000, PARA 5.1/5.3 IAW/TI# N0017814D8026-L602-02

900002 130048215800002
LLA :
AC 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002757535
Provide ODC IAW TI-N00178-14-D-8026-L602-01. APPN: OMN; FED 30 SEP 2015; WCD 30
SEP 2015

900003 130048391100002
LLA :
AD 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002768441
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
ODC 9000, PARA 5.1/5.3 IAW/TI# N0017814D8026-L602-02

900004 130048391100004
LLA :
AE 97X4930 NH1K 252 77777 0 050120 2F 000000 A10002768441
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
ODC 9000, PARA 5.1/5.3 IAW/TI# N0017814D8026-L602-02

900005 130048391100006
LLA :
AF 97X4930 NH1K 252 77777 0 050120 2F 000000 A20002768441
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
ODC 9000, PARA 5.1/5.3 IAW/TI# N0017814D8026-L602-02

900006 130048391100008
LLA :
AG 97X4930 NH1K 252 77777 0 050120 2F 000000 A30002768441
FS: RDN

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 53 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
ODC 9000, PARA 5.1/5.3 IAW/TI# N0017814D8026-L602-02

900007 130048391100010
LLA :
AH 97X4930 NH1K 252 77777 0 050120 2F 000000 A40002768441
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
ODC 9000, PARA 5.1/5.3 IAW/TI# N0017814D8026-L602-02

MOD 05

700010 130049039400001
LLA :
AJ 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002814829
FS: RDT&E
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
LABOR 7000, PARAs 5.3.1/5.3.2
IAW/TI# N0017814D8026-L602-TI-03

700011 130049273700001
LLA :
AK 1751319 T7AE 255 67854 067443 2D C33730 5RCR5BL0175G
FS: RDN
FED: 30SEP15/WCD: 30SEP15
SON: M9545015RCRBLO
LABOR 7000, PARA 5.3 IAW/TI# 40017814D8026-L602-TI-04

900008 130049039400002
LLA :
AJ 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002814829
FS: RDT&E
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
ODC 9000, PARAs 5.3.1/5.3.2
IAW/TI# N0017814D8026-L602-TI-03

900009 130049273700002
LLA :
AK 1751319 T7AE 255 67854 067443 2D C33730 5RCR5BL0175G
FS: RDN
FED: 30SEP15/WCD: 30SEP15
SON: M9545015RCRBLO
ODC 9000, PARA 5.3 IAW/TI# N0017814D8026-L602-TI-04

MOD 06

700012 130049630500001
LLA :
AL 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002857466
FS: OPN
FED: 30SEP17/WCD: 30SEP17
LABOR 7000, PARA 5.1 IAW/TI# N0017814D8026-L602-TI-05

900010 130049630500002
LLA :
AL 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002857466
FS: OPN
FED: 30SEP17/WCD: 30SEP17

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 54 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

ODC 9000, PARA 5.1 IAW/TI# N0017814D8026-L602-TI-05

MOD 08

700013 130049856200001
 LLA :
 AM 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002874389
 FS: RDT&E
 FED: 30SEP16/WCD: 30SEP16
 SON: N0002415WX01326
 LABOR 7000, PARA 5.3 IAW/TI# N0017804D8026-L602-TI-06

900011 130049856200002
 LLA :
 AM 97X4930 NH1K 252 77777 0 050120 2F 000000 A00002874389
 FS: RDT&E
 FED: 30SEP16/WCD: 30SEP16
 SON: N0002415WX01326
 ODC 9000, PARA 5.3 IAW/TI# N0017814D8026-L602-TI-06

MOD 09

700014 130050770500001
 LLA :
 AN 1751319 A4EC 255 WS060 0 050120 2D 000000 A00002937138
 FS: RDT&E
 FED: 30SEP16/WCD: 30SEP16
 LABOR 7000 IAW/TI# N0017814D8026L602-TI-008

900012 130050770500002
 LLA :
 AN 1751319 A4EC 255 WS060 0 050120 2D 000000 A00002937138
 FS: RDT&E
 FED: 30SEP16/WCD: 30SEP16
 ODC 9000 IAW/TI# N0017814D8026-L602-TI-008

MOD 10

700015 130050286700001
 LLA :
 AP 1751810 A2UC 252 WS060 0 050120 2D 000000 A00002904156
 FS: OPN
 FED: 30SEP17/WCD: 30SEP17
 SON: N0002415WX02627
 LABOR 7000, PARA 5.1 IAW/TI# N0017814D8026-L602-TI-0007

700016 130051568700001
 LLA :
 AK 1751319 T7AE 255 67854 067443 2D C33730 5RCR5BL0175G
 FS: RDN
 FED: 30SEP16/WCD: 30SEP16
 SON: M9545015RCRBLO
 LABOR 7000, PARA 5.3 IAW/TI# N0017814D8026-L602-TI-0009

700017 130051642100007

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 55 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

LLA :
AQ 1751319 A4EC 252 WS060 0 050120 2D 000000 A00002993813
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
LABOR 7000, PARA 5.3 IAW/TI# N0017814D8026-L602-TI-0010

700018 130051642100009
LLA :
AQ 1751319 A4EC 252 WS060 0 050120 2D 000000 A00002993813
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
LABOR 7000, PARA 5.3 IAW/TI# N0017814D8026-L602-TI-0010

700019 130051642100011
LLA :
AQ 1751319 A4EC 252 WS060 0 050120 2D 000000 A00002993813
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
LABOR 7000, PARA 5.3 IAW/TI# N0017814D8026-L602-TI-0010

900013 130050286700002
LLA :
AP 1751810 A2UC 252 WS060 0 050120 2D 000000 A00002904156
FS: OPN
FED: 30SEP17/WCD: 30SEP17
SON: N0002415WX02627
ODC 9000, PARA 5.1 IAW/TI# N0017814D8026-L602-0007

900014 130051568700002
LLA :
AK 1751319 T7AE 255 67854 067443 2D C33730 5RCR5BL0175G
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: M9545015RCRBLO
ODC 9000, PARA 5.3 IAW/TI# N0017814D8026-L602-TI-0009

900015 130051642100008
LLA :
AQ 1751319 A4EC 252 WS060 0 050120 2D 000000 A00002993813
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
ODC 9000, PARA 5.3 IAW/TI# N0017814D8026-L602-TI-0010

900016 130051642100010
LLA :
AQ 1751319 A4EC 252 WS060 0 050120 2D 000000 A00002993813
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
ODC 9000, PARA 5.3 IAW/TI# N0017814D8026-L602-TI-0010

900017 130051642100012
LLA :
AQ 1751319 A4EC 252 WS060 0 050120 2D 000000 A00002993813
FS: RDN
FED: 30SEP16/WCD: 30SEP16
SON: N0002415WX02609
ODC 9000, PARA 5.3 IAW/TI# N0017814D8026-L602-TI-0010

MOD 11

700020 130052937000001

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 56 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

LLA :
AR 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003089961
FS: OPN
FED: 30SEP17/WCD: 30SEP17
SON: N0002415WX02627
LABOR 7000, PARA 5.1 IAW/TI# 8026L602-TI-011

700021 130052937000003
LLA :
AS 97X4930 NH1K 252 77777 0 050120 2F 000000 A10003089961
FS: OPN
FED: 30SEP17/WCD: 30MAR16
SON: N0002415WX06351
LABOR 7000, PARA 5.1 IAW/TI# 8026L602-TI-011

900018 130052937000002
LLA :
AR 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003089961
FS: OPN
FED: 30SEP17/WCD: 30SEP17
SON: N0002415WX02627
ODC 9000, PARA 5.1 IAW/TI# 8026L602-TI-011

900019 130052937000004
LLA :
AS 97X4930 NH1K 252 77777 0 050120 2F 000000 A10003089961
FS: OPN
FED: 30SEP17/WCD: 30MAR16
SON: N0002415WX06351
ODC 9000, PARA 5.1 IAW/TI# 8026L602-TI-011

MOD 12

700022 130054275700001
LLA :
AT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003218429
FS: OPN
FED: 30SEP17/WCD: 30MAR16
SON: N0002415WX06351
LABOR 7000, PARA 5.1 IAW/TI# TI-BASE-12

900020 130054275700002
LLA :
AT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003218429
FS: OPN
FED: 30SEP17/WCD: 30MAR16
SON: N0002415WX06351
LABOR 7000, PARA 5.1 IAW/TI# TI-BASE-12

MOD 13

710001 130054597000001
LLA :
AU 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003245597
FS: OPN
FED: 30SEP17/WCD: 30MAR16
SON: N0002415WX06351
LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-01

910001 130054597000002
LLA :
AU 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003245597

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 57 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

FS: OPN
FED: 30SEP17/WCD: 30MAR16
SON: N0002415WX06351
ODC 9100, PARA 5.1 IAW/TI# TI-OP1-01

MOD 14

710002 130054626800001
LLA :
AV 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003247541
FS: RDT&E
FED/WCD: 30SEP16
SON: N0002415WX02641
LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-02

910002 130054626800002
LLA :
AV 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003247541
FS: RDT&E
FED/WCD: 30SEP16
SON: N0002415WX02641
ODC 9100, PARA 5.3 IAW/TI# TI-OP1-02

MOD 15

710003 130055266700001
LLA :
AW 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003300721
FS: OPN
FED/WCD: 30SEP17
SON: N0002416WX05294
LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-03

910003 130055266700002
LLA :
AW 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003300721
FS: OPN
FED/WCD: 30SEP17
SON: N0002416WX05294
ODC 9100, PARA 5.1 IAW/TI# TI-OP1-03

MOD 17

710004 130055942900001
LLA :
AX 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003349839
FS: OPN
FED: 30SEP18/WCD: 30SEP17
SON: N0002416WX06160
LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-03

710005 130055942900003
LLA :
AY 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003349839
FS: OPN

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 58 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

FED: 30SEP18/WCD: 30SEP17
SON: N0002416WX06160
LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-03

910004 130055942900002
LLA :
AX 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003349839
FS: OPN
FED: 30SEP18/WCD: 30SEP17
SON: N0002416WX06160
ODC 9100, PARA 5.1 IAW/TI# TI-OP1-03

910005 130055942900004
LLA :
AY 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003349839
FS: OPN
FED: 30SEP18/WCD: 30SEP17
SON: N0002416WX06160
ODC 9100, PARA 5.1 IAW/TI# TI-OP1-03

910006 130055246200001
LLA :
AZ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003297755
FS: OPN
FED: 30SEP16/WCD: 30SEP16
SON: N0002416WX03388
ODC 9100, PARA 5.1.1 IAW/TI# TI-OP1-03

MOD 18

710006 130056221000001
LLA :
BA 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003369362
FS: RDT&E
FED/WCD: 30SEP17
LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-02 R1

710007 130056221000003
LLA :
BB 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003369362
FS: RDT&E
FED/WCD: 30SEP17
LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-02 R1

710008 130056221000005
LLA :
BC 97X4930 NH1K 251 77777 0 050120 2F 000000 A20003369362
FS: RDT&E
FED/WCD: 30SEP17
LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-02 R1

710009 130056773400001
LLA :
BD 1751109 4644 251 67854 067443 2D 464400 6RC54C96177D
FS: OPMC
FED: 30SEP17/WCD: 30SEP16
SON: M9545016RC54C96
LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-05

910007 130056221000002
LLA :
BA 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003369362
FS: RDT&E
FED/WCD: 30SEP17
ODC 9100, PARA 5.3 IAW/TI# TI-OP1-02 R1

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 59 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

910008 130056221000004
 LLA :
 BB 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003369362
 FS: RDT&E
 FED/WCD: 30SEP17
 ODC 9100, PARA 5.3 IAW/TI# TI-OP1-02 R1

910009 130056221000006
 LLA :
 BC 97X4930 NH1K 251 77777 0 050120 2F 000000 A20003369362
 FS: RDT&E
 FED/WCD: 30SEP17
 ODC 9100, PARA 5.3 IAW/TI# TI-OP1-02 R1

910010 130056773400002
 LLA :
 BD 1751109 4644 251 67854 067443 2D 464400 6RC54C96177D
 FS: OPMC
 FED: 30SEP17/WCD: 30SEP16
 SON: M9545016RC54C96
 LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-05

MOD 19

710010 130057304700001
 LLA :
 BE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003457047
 FS: RDT&E
 FED: 30SEP17/WCD: 30SEP17
 LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-07

710011 130057304700003
 LLA :
 BE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003457047
 FS: RDT&E
 FED: 30SEP17/WCD: 30SEP17
 LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-07

710012 130057593200001
 LLA :
 BF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003476112
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-03

910011 130057304700002
 LLA :
 BE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003457047
 FS: RDT&E
 FED/WCD: 30SEP17
 ODC 9100, PARA 5.3 IAW/TI# TI-OP1-07

910012 130057304700004
 LLA :
 BE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003457047
 FS: RDT&E
 FED/WCD: 30SEP17
 ODC 9100, PARA 5.3 IAW/TI# TI-OP1-07

910013 130057593200002
 LLA :
 BF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003476112
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX07259
 ODC 9100, PARA 5.1 IAW/TI# TI-OP1-03

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 60 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

910014 130056802500001
 LLA :
 BG 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003416439
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 ODC 9100, PARA 5.1 IAW/TI# TI-OP1-06

MOD 20

710009 130056773400001
 LLA :
 BD 1751109 4644 251 67854 067443 2D 464400 6RC54C96177D
 FS: OPMC
 FED: 30SEP17/WCD: 30SEP16
 SON: M9545016RC54C96
 LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-05
 MOD 20

710013 130057569000001
 LLA :
 BH 1761810 A2UC 251 WS060 0 050120 2D 000000 A00003475557
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-01 R1

910010 130056773400002
 LLA :
 BD 1751109 4644 251 67854 067443 2D 464400 6RC54C96177D
 FS: OPMC
 FED: 30SEP17/WCD: 30SEP16
 SON: M9545016RC54C96
 LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-05
 MOD 20 -

910015 130057569000002
 LLA :
 BH 1761810 A2UC 251 WS060 0 050120 2D 000000 A00003475557
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 ODC 9100, PARA 5.1 IAW/TI# TI-OP1-01 R1

MOD 21

710014 130058438400001
 LLA :
 BJ 1761319 A4EC 251 WS060 0 050120 2D 000000 A00003531695
 FS: RDT&E
 FED/WCD: 30SEP17
 LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-02 R1

710015 130058438400003
 LLA :
 BJ 1761319 A4EC 251 WS060 0 050120 2D 000000 A00003531695
 FS: RDT&E
 FED/WCD: 30SEP17
 LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-02 R1

710016 130058438400005
 LLA :

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 61 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

BJ 1761319 A4EC 251 WS060 0 050120 2D 000000 A00003531695
 FS: RDT&E
 FED/WCD: 30SEP17
 LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-02 R1

710017 130058438500001
 LLA :
 BK 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003531698
 FS: RDT&E
 FED/WCD: 30SEP17
 LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-02 R1

710018 130058438500003
 LLA :
 BL 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003531698
 FS: RDT&E
 FED/WCD: 30SEP17
 LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-02 R1

710019 130058438500005
 LLA :
 BM 97X4930 NH1K 251 77777 0 050120 2F 000000 A20003531698
 FS: RDT&E
 FED/WCD: 30SEP17
 LABOR 7100, PARA 5.3 IAW/TI# TI-OP1-02 R1

710020 130058848900001
 LLA :
 BN 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003560764
 FS: RDN
 FED/WCD: 30SEP17
 SON: N0002416WX05611
 LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-08

710021 130058849000001
 LLA :
 BP 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003560862
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-08

710022 130058849000003
 LLA :
 BQ 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003560862
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-08

910016 130058438400002
 LLA :
 BJ 1761319 A4EC 251 WS060 0 050120 2D 000000 A00003531695
 FS: RDT&E
 FED/WCD: 30SEP17
 ODC 9100, PARA 5.3 IAW/TI# TI-OP1-02 R1

910017 130058438400004
 LLA :
 BJ 1761319 A4EC 251 WS060 0 050120 2D 000000 A00003531695
 FS: RDT&E
 FED/WCD: 30SEP17
 ODC 9100, PARA 5.3 IAW/TI# TI-OP1-02 R1

910018 130058438400006
 LLA :
 BJ 1761319 A4EC 251 WS060 0 050120 2D 000000 A00003531695
 FS: RDT&E
 FED/WCD: 30SEP17
 ODC 9100, PARA 5.3 IAW/TI# TI-OP1-02 R1

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 62 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

910019 130058438500002
 LLA :
 BK 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003531698
 FS: RDT&E
 FED/WCD: 30SEP17
 ODC 9100, PARA 5.3 IAW/TI# TI-OP1-02 R1

910020 130058438500004
 LLA :
 BL 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003531698
 FS: RDT&E
 FED/WCD: 30SEP17
 ODC 9100, PARA 5.3 IAW/TI# TI-OP1-02 R1

910021 130058438500006
 LLA :
 BM 97X4930 NH1K 251 77777 0 050120 2F 000000 A20003531698
 FS: RDT&E
 FED/WCD: 30SEP17
 ODC 9100, PARA 5.3 IAW/TI# TI-OP1-02 R1

910022 130058848900002
 LLA :
 BN 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003560764
 FS: RDN
 FED/WCD: 30SEP17
 SON: N0002416WX05611
 ODC 9100, PARA 5.1 IAW/TI# TI-OP1-08

910023 130058849000002
 LLA :
 BP 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003560862
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 ODC 9100, PARA 5.1 IAW/TI# TI-OP1-08

910024 130058849000004
 LLA :
 BQ 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003560862
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 ODC 9100, PARA 5.1 IAW/TI# TI-OP1-08

MOD 22

710023 130058493700001
 LLA :
 BR 1761810 A2UC 251 WS060 0 050120 2D 000000 A00003538438
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-03

910025 130058493700002
 LLA :
 BR 1761810 A2UC 251 WS060 0 050120 2D 000000 A00003538438
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 ODC 9100, PARA 5.1 IAW/TI# TI-OP1-03

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 63 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

MOD 23

710024 130060179600001
 LLA :
 BS 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003649255
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 LABOR 7100, PARA 5.2 IAW/TI# TI-OP1-09

MOD 24

710025 130060887600001
 LLA :
 BT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003716856
 MOD 36: FR
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-08
 MOD 33:

710026 130060887600003
 LLA :
 BT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003716856
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX07259
 LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-08
 MOD 36:

910026 130060887600002
 LLA :
 BT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003716856
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-08

910027 130060887600004
 LLA :
 BT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003716856
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX07259
 LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-08

MOD 25

700020 130052937000001
 LLA :
 AR 97X4930 NH1K 252 77777 0 050120 2F 000000 A00003089961
 FS: OPN
 FED: 30SEP17/WCD: 30SEP17
 SON: N0002415WX02627
 LABOR 7000, PARA 5.1 IAW/TI# 8026L602-TI-011

700021 130052937000003
 LLA :
 AS 97X4930 NH1K 252 77777 0 050120 2F 000000 A10003089961

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 64 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

FS: OPN
FED: 30SEP17/WCD: 30MAR16
SON: N0002415WX06351
LABOR 7000, PARA 5.1 IAW/TI# 8026L602-TI-011
MOD

700022 130054275700001
LLA :
AT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003218429
FS: OPN
FED: 30SEP17/WCD: 30MAR16
SON: N0002415WX06351
LABOR 7000, PARA 5.1 IAW/TI# TI-BASE-12
MOD

900019 130052937000004
LLA :
AS 97X4930 NH1K 252 77777 0 050120 2F 000000 A10003089961
FS: OPN
FED: 30SEP17/WCD: 30MAR16
SON: N0002415WX06351
ODC 9000, PARA 5.1 IAW/TI# 8026L602-TI-011
MOD

900020 130054275700002
LLA :
AT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003218429
FS: OPN
FED: 30SEP17/WCD: 30MAR16
SON: N0002415WX06351
LABOR 7000, PARA 5.1 IAW/TI# TI-BASE-12
MOD

910028 130061365700001
LLA :
BU 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003755269
MOD 36:
FS: OPN
FED:30SEP18/WCD: 30SEP17
SON: N0002416WX06160
ODC 9100, PARA 5.1 IAW/TI# TI-OP1-08

MOD 26

720001 130061460800001
LLA :
BV 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003761657
FS: OPN
FED: 30SEP18/WCD: 30SEP17
LABOR 7200, PARA 5.1 IAW/TI# TI-OP2-01

720002 130061460800002
LLA :
BW 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003761657
FS: OPN
FED: 30SEP18/WCD: 30SEP17
LABOR 7200, PARA 5.1 IAW/TI# TI-OP2-01

920001 130061460800003
LLA :
BW 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003761657
FS: OPN
FED: 30SEP178WCD: 30SEP17
ODC 9200, PARA 5.1 IAW/TI# TI-OP2-01

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 65 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

MOD 28

720003 130062104100001
 LLA :
 BX 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003812901
 FS: RDT&E
 FED/WCD: 30SEP17
 SON: N0002416WX03546
 LABOR 7200, PARA 5.3 IAW/TI# TI-OP2-01

720004 130062214200001
 LLA :
 BY 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003821334
 FS: OMN
 FED/WCD: 14JAN2018
 *10 USC 2410(a) AUTHORITY INVOKED
 SON: N0002417WX00618
 LABOR 7200, PARA 5.2 IAW/TI# TI-OP2-01

720005 130062313500001
 LLA :
 BZ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003828427
 FS: RDT&E
 FED/WCD: 30SEP18
 SON: N0002417WX05190
 LABOR 7200, PARA 5.1 IAW/TI# TI-OP2-01

720006 130062313500003
 LLA :
 CA 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003828427
 FS: RDT&E
 FED/WCD: 30SEP18
 SON: N0002417WX05190
 LABOR 7200, PARA 5.1 IAW/TI# TI-OP2-01

720007 130062349400001
 LLA :
 CB 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003831017
 FS: RDT&E
 FED/WCD: 30SEP18
 SON: N0002417WX05190
 LABOR 7200, PARA 5.3 IAW/TI# TI-OP2-01

920002 130062104100002
 LLA :
 BX 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003812901
 FS: RDT&E
 FED/WCD: 30SEP17
 SON: N0002416WX03546
 ODC 9200, PARA 5.3 IAW/TI# TI-OP2-01

920003 130062214200002
 LLA :
 BY 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003821334
 FS: OMN
 FED/WCD: 14JAN2018
 *10 USC 2410(a) AUTHORITY INVOKED
 SON: N0002417WX00618
 ODC 9200, PARA 5.2 IAW/TI# TI-OP2-01

920004 130062313500002
 LLA :
 BZ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003828427
 FS: RDT&E

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 66 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

FED/WCD: 30SEP18
SON: N0002417WX05190
ODC 9200, PARA 5.1 IAW/TI# TI-OP2-01

920005 130062349400002
LLA :
CB 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003831017
FS: RDT&E
FED/WCD: 30SEP18
SON: N0002417WX05190
ODC 9200, PARA 5.3 IAW/TI# TI-OP2-01

MOD 29

700023 130062647700001
LLA :
CH 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003860592
FS: OPN
FED: 30SEP18/WCD: 30SEP17
SON: N0002416WX06160
LABOR 7000, PARA 5.1 - CEC SUPPORT

720008 130062887300001
LLA :
CC 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003881742
FS: OPN
FED: 30SEP19
SON: N0002417WX05954
LABOR 7200, PARA 5.1 IAW/TI# TI-OP2-01

720009 130062887300003
LLA :
CD 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003881742
FS: OPN
FED: 30SEP19
SON: N0002417WX05954
LABOR 7200, PARA 5.1 IAW/TI# TI-OP2-01

720010 130063064100001
LLA :
CE 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003894721
FS: OMN
FED/WCD: 18JAN2018
*10 USC 2410(a) AUTHORITY INVOKED
SON: N0002417WX00618
LABOR 7200, PARA 5.2 IAW/TI# TI-OP2-01

720011 130063193400001
LLA :
CF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003904915
FS: OPN
FED: 30SEP19/WCD: 30SEP17
SON: N0002417WX02984
LABOR 7200, PARA 5.1.1.5 IAW/TI# TI-OP2-02

900021 130062647700002
LLA :
CH 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003860592
FS: OPN
FED: 30SEP18/WCD: 30SEP17
SON: N0002416WX06160
ODC 9000, PARA 5.1 - CEC SUPPORT

920006 130062887300002
LLA :
CC 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003881742

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 67 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

FS: OPN
FED: 30SEP19
SON: N0002417WX05954
ODC 9200, PARA 5.1 IAW/TI# TI-OP2-01

920007 130062887300004
LLA :
CD 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003881742
FS: OPN
FED: 30SEP19
SON: N0002417WX05954
ODC 9200, PARA 5.1 IAW/TI# TI-OP2-01

920008 130063064100002
LLA :
CG 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003894721
FS: OMN
FED/WCD: 14JAN2018
*10 USC 2410(a) AUTHORITY INVOKED
SON: N0002417WX00618
ODC 9200, PARA 5.2 IAW/TI# TI-OP2-01

920009 130063193400002
LLA :
CF 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003904915
FS: OPN
FED: 30SEP19/WCD: 30SEP17
SON: N0002417WX02984
ODC 9200, PARA 5.1.1.5 IAW/TI# TI-OP2-02

MOD 30

720012 130063723600001
LLA :
CJ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003947141
FS: RDT&E
FED/WCD: 30SEP18
LABOR 7200, PARA 5.3 IAW/TI# TI-OP2-01

720013 130063723600003
LLA :
CK 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003947141
FS: RDT&E
FED/WCD: 30SEP18
LABOR 7200, PARA 5.3 IAW/TI# TI-OP2-01

720014 130063640100001
LLA :
CL 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003940398
FS: OPN
FED: 30SEP19/WCD: 30SEP18
SON: N0002417WX05954
LABOR 7200, PARA 5.1 IAW/TI# TI-OP2-01

920010 130063723600002
LLA :
CJ 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003947141
FS: RDT&E
FED/WCD: 30SEP18
ODC 9200, PARA 5.3 IAW/TI# TI-OP2-01

920011 130063723600004
LLA :
CK 97X4930 NH1K 251 77777 0 050120 2F 000000 A10003947141
FS: RDT&E
FED/WCD: 30SEP18

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 68 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

ODC 9200, PARA 5.3 IAW/TI# TI-OP2-01

920012 130063640100002
 LLA :
 CL 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003940398
 FS: OPN
 FED: 30SEP19/WCD: 30SEP18
 SON: N0002417WX05954
 ODC 9200, PARA 5.1 IAW/TI# TI-OP2-01

MOD 32

720015 130064328400001
 LLA :
 CM 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003995452
 FS: OPN
 FED: 30SEP19/WCD: 30SEP17
 LABOR 7200, PARA 5.1.1.5 IAW/TI# TI-OP2-002

MOD 33

710024 130060179600001
 LLA :
 BS 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003649255
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 LABOR 7100, PARA 5.2 IAW/TI# TI-OP1-09
 MOD 33:

710025 130060887600001
 LLA :
 BT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003716856
 MOD 36:
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-08
 MOD 33:

MOD 34

720016 130066184000001
 LLA :
 CN 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004117693
 FS: RDT&E
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002417WX05926
 LABOR 7200, PARA 5.1.1.5 IAW/TI# TI-OP2-002 R2

720017 130065956600001
 LLA :
 CQ 1771319 A7CE 251 WS060 0 050120 2D 000000 A00004101592
 FS: RDT&E
 FED/WCD: 30SEP18

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 69 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SON: N0002417WX05190
LABOR 7200, PARA 5.1/5.3.1 IAW/TI# TI-OP2-003

720018 130066098200001
LLA :
CP 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004109877
FS: RDT&E
FED/WCD: 30SEP18
SON: N0002417WX05190
LABOR 7200, PARA 5.2.1 IAW/TI# TI-OP2-004

720019 130065590600001
LLA :
CR 1771319 A7CE 251 WS060 0 050120 2D 000000 A00004080662
FS: RDT&E
FED/WCD: 30SEP18
SON: N0002417WX05190
LABOR 7200, PARA 5.3 IAW/TI# TI-OP2-001

720020 130065590600003
LLA :
CR 1771319 A7CE 251 WS060 0 050120 2D 000000 A00004080662
FS: RDT&E
FED/WCD: 30SEP18
SON: N0002417WX05190
LABOR 7200, PARA 5.3 IAW/TI# TI-OP2-01

720021 130065590600005
LLA :
CR 1771319 A7CE 251 WS060 0 050120 2D 000000 A00004080662
FS: RDT&E
FED/WCD: 30SEP18
SON: N0002417WX05190
LABOR 7200, PARA 5.3 IAW/TI# TI-OP2-01

920013 130066184000002
LLA :
CN 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004117693
FS: RDT&E
FED: 30SEP18/WCD: 30SEP17
SON: N0002417WX05926
ODC 9200, PARA 5.1.1.5 IAW/TI# TI-OP2-002 R2

920014 130065956600002
LLA :
CQ 1771319 A7CE 251 WS060 0 050120 2D 000000 A00004101592
FS: RDT&E
FED/WCD: 30SEP18
SON: N0002417WX05190
ODC 9200, PARA 5.1/5.3.1 IAW/TI# TI-OP2-003

920015 130065590600002
LLA :
CR 1771319 A7CE 251 WS060 0 050120 2D 000000 A00004080662
FS: RDT&E
FED/WCD: 30SEP18
SON: N0002417WX05190
ODC 9200, PARA 5.3 IAW/TI# TI-OP2-01

920016 130065590600004
LLA :
CR 1771319 A7CE 251 WS060 0 050120 2D 000000 A00004080662
FS: RDT&E
FED/WCD: 30SEP18
SON: N0002417WX05190
ODC 9200, PARA 5.3 IAW/TI# TI-OP2-01

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 70 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

MOD 36

710025 130060887600001
 LLA :
 BT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003716856
 MOD 36:
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-08
 MOD 33:

710026 130060887600003
 LLA :
 BT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003716856
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX07259
 LABOR 7100, PARA 5.1 IAW/TI# TI-OP1-08
 MOD 36:

720022 130067973200001
 LLA :
 CS 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004262268
 FS: OMN
 FED: 30SEP18/WCD: 30SEP18
 SON: N0002418WX01976
 LABOR 7200, PARA 5.2

720023 130067854300001
 LLA :
 CT 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004251275
 FS: RDTE
 FED: 30SEP18/WCD: 30SEP18
 SON: N0002417WX05190
 LABOR 7200, PARA 5.3

720024 130068123200001
 LLA :
 CU 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004274523
 FS: OPN
 FED: 30SEP20/WCD: 30SEP19
 SON: N0002418WX02320
 LABOR 7200, PARA 5.0-7.0

720025 130068095600001
 LLA :
 CV 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004274097
 FS: OMN
 FED: 30SEP18/WCD: 30SEP18
 SON: N0002418WX01992
 LABOR 7200, PARA 5.1

910028 130061365700001
 LLA :
 BU 97X4930 NH1K 251 77777 0 050120 2F 000000 A00003755269
 MOD 36:
 FS: OPN
 FED: 30SEP18/WCD: 30SEP17
 SON: N0002416WX06160
 ODC 9100, PARA 5.1 IAW/TI# TI-OP1-08

920017 130068031700001
 LLA :
 CW 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004267719
 MOD 38:

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 71 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

FED: 30SEP19/WCD: 30SEP19
SON: N0002418WX02473
ODC 9200, PARA 5.1

920018 130068095600002
LLA :
CV 97X4930 NH1K 251 77777 0 050120 2F 000000 A10004274097
FS: OMN
FED: 30SEP18/WCD: 30SEP18
SON: N0002418WX01992
ODC 9200, PARA 5.1

MOD 37

720026 130069016000001
LLA :
CW 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004348889
FS: SCN
FED: 30SEP18/WCD: 30SEP18
SON: N0002417WX08705
LABOR 7200, PARA 5.1
HULL:DDG 117 OWLD SEP 2019

720027 130069016000002
LLA :
CX 97X4930 NH1K 251 77777 0 050120 2F 000000 A10004348889
MOD 38:
FED: 30SEP18/WCD: 30SEP18
SON: N0002417WX08706
LABOR 7200, PARA 5.1
HULL:DDG 118 FEB 2021

MOD 38

720027 130069016000002
LLA :
CX 97X4930 NH1K 251 77777 0 050120 2F 000000 A10004348889
MOD 38:
FED: 30SEP18/WCD: 30SEP18
SON: N0002417WX08706
LABOR 7200, PARA 5.1
HULL:DDG 118 FEB 2021

920017 130068031700001
LLA :
CW 97X4930 NH1K 251 77777 0 050120 2F 000000 A00004267719
MOD 38:
FED: 30SEP19/WCD: 30SEP19
SON: N0002418WX02473
ODC 9200, PARA 5.1

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 72 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

SECURITY REQUIREMENTS

1.00 SPECIAL CONSIDERATIONS

1.10 Safety and Environmental Protection

1.11 Safety

1.11a Contractor personnel shall comply with all applicable DoD, DoN, OSHA, NAVSEA, NFELC, NBVC, local installation and NSWC PHD safety instructions, policies, procedures and guidance while on Government property at NSWC PHD, remote sites or travel destinations. The contractor shall request clarification of safety procedures and guidance from a Government safety observer or manager, a responsible Government employee or the COR in any case where ambiguity or confusion may arise.

1.11b Contractor personnel shall immediately report all unsafe working conditions to a responsible Government employee.

1.11c The contractor shall immediately notify the COR of any serious contractor personnel injuries or deaths sustained in the performance of this requirement. Minor injuries not requiring immediate medical attention shall be reported to the COR by the following business day. Notification shall be made by any practical, reliable means available to the contractor. If the COR is not available, the contractor shall notify the Contracting Officer instead and inform the COR as soon as is possible. The contractor shall cooperate with all official investigations of injuries and deaths. However, nothing in this paragraph shall be so interpreted as to deprive any person of due process or other civil rights.

1.12 Environmental Protection and Compliance

1.12a The contractor shall comply with all applicable Federal, State, and local laws and DoD, DoN, NAVSEA, NFELC, NBVC, and NSWC PHD instructions, policies, procedures and guidance pertaining to the procurement, handling, storage, transfer, use and disposal of hazardous material (HAZMAT) and Hazardous Waste (HAZWASTE).

1.12b If handling of HAZMAT and HAZWASTE is required for the completion of the work in this requirement, the contractor shall contact the NSWC PHD or Department HAZMAT Coordinator not less than 1 week prior to commencing such work to ensure compliance with the latest procedures, including those for handling potential spills and maintaining appropriate Material Safety Data Sheets (MSDS). CDRL A011.

1.12c No HAZMAT and HAZWASTE shall be brought onto Government-owned and -leased property unless such material is necessary for the completion of this requirement, is accompanied by a current MSDS, and is handled by properly trained and certified personnel, as applicable. CDRL A011.

1.12d For all work involving HAZMAT and HAZWASTE to be performed on property owned or leased by the Government, the contractor shall provide the following:

1.12d(1) A list of HAZMAT items to be used, the estimated quantity of each, and their Volatile Organic Component (VOC) rating (as applicable), to be provided to the COR and Government HAZMAT Coordinator not less than 3 weeks prior to commencing work.

1.12d(2) A detailed plan for the proper disposal of all HAZWASTE generated during the performance of the work, to be provided to the COR not less than 1 week prior to commencing work.

1.12d(3) A detailed description of the engineering and supervisory controls to be used to minimize both human and environmental exposure to HAZMAT and HAZWASTE, to include a Storm Water Pollution Prevention Plan, to be provided to the COR not less than 1 week prior to the start of work.

1.12d(4) A verification that spill kits will be on site, to be provided to the COR not less than 1 week prior to the start of work.

1.12d(5) A list of employees who will be on site working with HAZMAT and HAZWASTE and their training record that qualifies them to perform and supervise this work, to be provided to the COR not less than 1 week prior to the start of work.

1.12e Not less than 1 week prior to starting work involving HAZMAT, the Contractor shall verify to the COR that all the HAZMAT and their MSDSs are accounted for and properly stored. If the contractor does not have possession of the necessary HAZMAT one week prior to the start of work involving HAZMAT, or if an emergent requirement for HAZMAT is identified during the conduct of any tasking in this PWS, the contractor may not purchase and bring onto Government-owned and -leased property such necessary HAZMAT without first notifying the contracting officer and the

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 73 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

COR and receiving written concurrence. Notification may be made by e-mail and must include all pertinent facts relative to the HAZMAT, its purchase and handling, and its MSDSs.

1.12f All HAZWASTE generated by the contractor during the performance of this requirement shall be the responsibility of the contractor to dispose of in accordance with applicable Federal, State and local laws, regulations and instructions.

1.12g The contractor shall identify to the COR not less than 2 weeks prior to the start of work involving HAZMAT and HAZWASTE a qualified HAZMAT Coordinator who will monitor contractor storage, transfer, handling, use and disposal of HAZMAT and HAZWASTE on Government-owned and -leased property. The contractor shall request clarification of HAZMAT and HAZWASTE procedures and guidance from the Government HAZMAT Coordinator in any case where ambiguity or confusion may arise.

1.12h The contractor shall identify to the COR when any work under this requirement is determined or discovered to impact the protection of endangered plant or animal species, environmentally-sensitive areas, or historically or culturally significant areas or artifacts prior to commencing such work.

1.20 Contractor Availability

1.21 The successful execution of this effort requires frequent interface with the personnel of the Air Dominance Department. Therefore, the contractor must be available within one hour to speak to the COR by phone or in person.

1.22 (Not Used)

1.30 Hours of Operation and Location of Work

1.31 (Not Used)

1.32 Contractors Working at Government Facilities

1.32a Contractors shall not be present in Government facilities unless Government personnel are physically present at all times to carry out security-related functions. Government-Owned Contractor-Operated (GOCO) facilities outside of NSWC PHD are exempt from this requirement if appropriate local Government authority permits.

1.32b Provision will be made by the Government to allow necessary building, site, and facility access for contractor personnel on weekends and Federal holidays when necessary to this requirement.

1.32c (NOT USED)

1.33 Hours of operation may be altered at no notice as necessitated by Force Protection posture or as a result of severe weather, disaster, fire, facility condition, security incident or other similar emergency or event.

1.34 Extraordinary Leave Days and Excused Leave for Government Personnel

1.34a If an extraordinary day off, wherein Federal employees are excused from work with pay on what would be a normal work day without charge to leave, is granted to Federal employees by the direction of the President or an agency head, such as has occurred periodically on what would have been normal work days adjacent to major Federal holidays or on the occasion of Presidential funerals or national days of mourning, the contractor shall continue to provide contracted services in accordance with the requirement.

1.35 Location of Work. The Government will provide the contractor workspace for performance of the task at NSWC PHD, 4363 Missile Way, Port Hueneme, California, in Building 1387 and such other locations within the NSWC PHD perimeter as required by the location of the work. With the exception of the Program Manager, at least 75% of contractor personnel will work at the Government site except under such emergency conditions as referred to in paragraph (1.40) below.

1.40 Emergency Operations

1.41 In the event normal access to any part of the NSWC PHD command or any Government-owned remote site or travel destination is closed as a result of fire, flood, severe weather, power failure, loss of other utilities, force protection posture, terrorist activity, military action, natural or man-made disaster, civil unrest, or other emergency resulting in Government personnel being dismissed or dispersed to other facilities, affected contractor personnel shall be relocated or otherwise directed away from the emergency or disrupted area by the contractor. The contractor shall communicate with the COR as soon as is safely possible to determine whether and when Government facilities may be once again available for use by appropriate contractor personnel. If the COR cannot be reached, the contractor shall contact the Contracting Officer.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 74 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

1.42 (Not Used)

1.43 Emergency Muster Reports. In the event of large-scale or widespread emergencies, or emergencies confined to highly populated areas, either in the United States or overseas, the Government may, at its discretion, request an Emergency Muster Report for contractor personnel. CDRL A007.

1.43a In the event a muster report is requested, the contractor will, within one working day of receiving the request, report to the COR or other point of contact designated by the COR the names, geographical locations, and physical status of the contractor personnel assigned to this procurement. Physical condition shall be described as "Mustered - unharmed," "Mustered - injured," "Missing," "Deceased," or "Unknown" as applicable to the situation. Follow-on update reports may be requested as the emergency develops.

1.43b Privacy Act Statement: The information gathered shall be used by the Government exclusively for the purposes shown in paragraphs [1.43b(1)] through [1.43b(3)] below. Provision of this information by the contractor and by contractor personnel is voluntary and declining a muster shall, by itself, not be considered relevant to the performance of this requirement.

1.43b(1) Cooperation with emergency personnel in rescue and recovery efforts.

1.43b(2) Determining whether personnel with security clearances and access to classified information are missing, particularly if missing overseas.

1.43b(3) Managing impacts to Government mission areas relative to the tasking in the requirement.

1.44 Communications Security (COMSEC) Material and Classified Information

1.44a If an emergency situation creates the possibility of compromise of COMSEC material and equipment, the contractor shall follow the NSWC PHD Emergency Action Plan (EAP) and the NSWC PHD Instruction.

1.44b If an emergency situation creates the possibility of compromise of classified information and classified equipment other than COMSEC material, the contractor shall follow their Emergency Action Plan (EAP). See paragraph (3.80) below.

1.50 Points of Contact, Maps and Facility Drawings.

1.51 Points of Contact. See Section G.

1.52 Maps and Facility Drawings. For reasons of security and force protection, maps and facility drawings may be provided by the Government only to contractors making written requests for such information. Requests shall be addressed to the COR after receipt of order. The Government retains the right to deny any and all such requests.

1.60 Emergent Travel. Emergent travel shall be coordinated with the COR prior to travel. The contractor shall inform the COR via electronic mail of the purpose of travel, Government POC, number of persons traveling, destination, estimated duration and cost in terms of both hours and dollars.

1.70 Prioritization

1.71 Weekly meetings may be held between the COR and the contractor to prioritize the technical requirements.

1.80 Provision of Support in Foreign Jurisdictions

1.81 FMS Case Citation. In providing Foreign Military Sales (FMS) support under any of the paragraphs of the PWS. The contractor shall ensure all FMS services and products delivered be in support of specific FMS cases to be identified in consultation with the technical code and the COR.

1.82 Status of Forces Considerations. When providing support under this PWS within foreign national jurisdictions, whether for FMS or USN tasking, the contractor shall comply with the requirements of paragraphs (1.82a) through (1.82d) below.

1.82a Definitions. Paragraphs [1.82a(1)] through [1.82a(3)] provide definitions of terms for use only in meeting this requirement and shall have no bearing on the interpretation of these terms outside of this requirement.

1.82a(1) For the purposes of paragraphs (1.82b) through (1.82d) below, the phrase "immediate United States jurisdiction" shall be understood to refer to the territory of the United States and its possessions; the ships, submarines, vessels and aircraft of the United States Government; the embassies, consulates and other diplomatic missions of the United States; and any other

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 75 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

territory, edifice or conveyance over which the United States exercises national sovereignty.

1.82a(2) For the purposes of paragraphs (1.82b) through (1.82d) below, the phrase "foreign national jurisdiction" shall be understood to refer to the territory of a foreign sovereign nation and its possessions; the ships, submarines, vessels and aircraft of such nation; the embassies, consulates and other diplomatic missions of such nation; and any other territory, edifice or conveyance over which such nation exercises national sovereignty, with the exception of foreign Government ships in United States territorial seas and internal waters and foreign government aircraft in United States air space.

1.82a(3) The term "Status of Forces Agreement" (SOFA) shall, for the purposes of this PWS, include not only actual Status of Forces Agreements (SOFAs) but also Visiting Forces Agreements (VFAs), Memoranda of Understanding (MoUs) and any other similar agreement, however titled, that governs, defines or clarifies the circumstances and terms under which United States armed forces, civil servants, and their supporting contractors are allowed to operate within foreign territory or national jurisdiction and which normally addresses issues pertaining to the presence and activities of United States forces and nationals, including matters pertaining to civil and criminal jurisdiction.

1.82b The contractor shall ensure that all support provided at any location outside immediate United States jurisdiction, whether ashore in a foreign country or territory, afloat in a foreign vessel, airborne in a foreign aircraft, or otherwise under foreign national jurisdiction, shall comport with the contents of the Status of Forces Agreement (SOFA) applicable to that country or countries. The contractor shall brief its personnel providing such support on the pertinent contents of the applicable SOFA(s) prior to their departure for the foreign jurisdiction(s).

1.82c Where support under this PWS is provided in a foreign national jurisdiction wherein no SOFA is in force, the contractor shall brief its personnel on that fact prior to their departure for that foreign jurisdiction. The contractor shall report the lack of a SOFA to the COR prior to the departure of such personnel for the foreign jurisdiction(s). Contractor personnel shall attend applicable SOFA indoctrination training at host facilities if available.

1.82d The contractor shall submit to the COR a written report explaining the circumstances and disposition, if known, of any incident within a foreign national jurisdiction wherein its personnel are arrested, detained or otherwise taken into custody by US or foreign government personnel, whether during or outside working hours. The report shall be made not later than 2 business days after the contractor becomes aware of the incident and may be made by e-mail or in hard copy format. The contractor shall ensure the COR has received the report and is aware of its subject. If the COR is not available, the contractor shall make such report to the Contracting Officer with copy to the COR. The contractor shall provide updated reports to the COR as the incident develops, unless this requirement is waived by the COR. Reports shall include the following information about the incident, if available to the contractor at the time of the report:

1.82d(1) Name(s) of contractor personnel involved.

1.82d(2) Name(s) of US Government personnel involved, if any.

1.82d(3) Whether foreign nationals were involved and their names and nationalities, if known.

1.82d(4) Whether US or foreign law enforcement personnel were involved.

1.82d(5) Whether US citizens or foreign nationals were injured or killed.

1.82d(6) Whether US diplomatic missions or personnel were notified of the incident, and by whom.

1.82d(7) Whether any local US military command was notified of the incident and by whom.

1.82d(8) Whether the contractor personnel remain in the foreign jurisdiction or have traveled elsewhere.

1.82d(9) Brief description of incident to include date(s), time(s) and locations(s), as applicable.

1.82d(10) What action, if any, the contractor has taken to dispose of the incident.

1.82e These reports are for information only and nothing in the (1.82) series paragraphs shall be so interpreted as to deprive any personnel of due process or other civil rights. Where provision of this information, or any part of it, to the Government may be felt by the contractor or the contractor personnel to limit or infringe such rights, the contractor shall first contact the COR for clarification. If the COR is not available, the contractor shall instead contact the Contracting Officer.

1.82f Unless specifically required by the terms of a particular SOFA, or unless required by

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 76 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

other US law, instruction or policy, the Government will not provide legal representation abroad to contractor personnel taken into custody, detained or prosecuted by a host nation law enforcement agency.

1.90 Government Furnished Property and Government Furnished Information

1.91 Scope. Contractor personnel working in Government buildings and occupying Government spaces will be granted use of Government Furnished Property (GFP) to the extent necessary to perform the requirements of this procurement as defined in paragraphs (1.92) through (1.95) below. Access to Government Furnished Information (GFI) is governed by the provisions of paragraph (3.00) below and of the *Department of Defense Contract Security Classification Specification*, DD Form 254, attached to this requirement.

1.92 Office Space and Furnishing. Contractor personnel occupying Government spaces will be allowed rent-free office space comparable to that provided nearby Government personnel performing broadly similar functions. The contractor will have necessary use of office furnishings with desks or cubicles, chairs, and file cabinets. Navy-Marine Corps Intranet (NMCI) computers and landline telephones will be made available for official use only by contractor personnel at the Government site. Contractor personnel shall be responsible for complying with security regulations regarding telephone, e-mail and Internet use. The contractor shall have access to all Government Furnished Equipment (GFE) necessary to perform the requirement.

1.93 Consumable Materials. Except as may be specified elsewhere in this requirement, use of Government consumable materials by the contractor is authorized on a case-by-case

basis within the restrictions shown in Paragraphs (1.93a) through [1.93b(2)] below.

1.93a Government Consumables shall not be used for the production of newsletters; presentations or reports exceeding 300 printed pages (total, including all copies); or optical media exceeding 20 copies in total. The COR may waive this restriction at the Government's discretion in the case of classified products; where mission-critical timeliness, security or business sensitivity considerations requires the use of Government consumables; or where the Government possesses a unique consumable the contractor cannot procure in a cost-effective or timely fashion.

1.93b Within the restrictions of Paragraph (1.93a) above, the contractor may use nominal amounts of Government consumable materials as shown in Paragraphs [1.93b(1)] through [1.93b(2)] below.

1.93b(1) Use of nominal amounts of printer and photocopier paper for printing and copying of important naval message traffic, electronic mail messages, financial spreadsheets, and similar low-volume documents.

1.93b(2) Use of pens, paper, tape, and similar desktop consumables in teaming environments, such as conferences, meetings, process improvement events or program reviews, where the use of contractor-supplied consumables would impose delay or be otherwise impractical. In such circumstances, use of consumable materials must be comparable to that used by Government teammates.

1.94 No GFP shall become the property of the contractor. All GFP, except authorized consumable materials, shall be returned to the custody of the Government at the expiration of this procurement.

1.95 Damage to and Loss of GFE

1.95a Damage to GFE. Damage to Government furnished equipment (GFE) resulting from intentional or negligent misuse by contractor personnel is the responsibility of the contractor for repair or replacement at the discretion of the Government. Liability for damaged GFE will be limited to the replacement costs, including shipping and handling. Damage to GFE during use by contractor personnel that results from normal usage, pre-existing condition or anomalies is the responsibility of the Government.

1.95b Loss of GFE. Loss of GFE where theft is neither known nor suspected is the responsibility of the contractor for replacement at the discretion of the Government. Liability for damaged GFE will be limited to the replacement costs, including shipping and handling.

1.95c Theft of GFE.

1.95c(1) Loss of GFE through known and suspected theft shall be reported to local law enforcement at the time the loss is discovered and a copy of the subsequent report shall be provided to the COR not more than two business days after the report is available to the contractor.

1.95c(2) Where loss of the GFE through known and suspected theft has resulted from the negligence of the contractor, such as being due to improper storage, transportation and security procedures, the loss is the responsibility of the contractor for replacement at the discretion of

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 77 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

the Government.

1.95c(3) Where loss of the GFE through known and suspected theft has not resulted from the negligence of the contractor, the loss is the responsibility of the Government.

1.96 All GFI shall be returned to the custody of the Government at the expiration of this procurement unless otherwise directed by the Department of Defense Contract Security Classification Specification, DD Form 254, attached to this procurement. No unauthorized copies of GFI shall be made by the contractor.

2.00 CONTRACTOR IDENTIFICATION

2.10 Contractor personnel are required to identify themselves as such at the beginning of official communications with Government personnel, whether in person, by telephone, teleconference or electronic mail, or by any other means, unless the contractor is already personally known to all participants in an official communication to be a contractor, such as in the case of continuing official contact. In all cases where doubt may exist, the contractor personnel shall identify themselves as contractors and by the company name of their employer.

2.20 All e-mail messages from contractors shall, without exception, clearly identify the sender as a contractor and include the company name of their employer.

3.00 SECURITY

3.10 Security Requirements Specification

3.10a This procurement does require access to communications security (COMSEC) equipment. Paragraph(s) 5.1 and 5.3 in the body of the PWS above apply.

3.10b This procurement does require access to intelligence information (INTEL). Paragraph(s) 5.1 and 5.3 in the body of the PWS above apply.

3.10c This procurement does not require access to Sensitive Compartmented Information (SCI).

3.10d This procurement does require access to North Atlantic Treaty Organization (NATO) information. Paragraph(s) 5.1 and 5.3 in the body of the PWS above apply.

3.10e This procurement does require access to the Secure Internet Protocol Router Network (SIPRNET). Paragraph(s) 5.1 and 5.3 in the body of the PWS above apply.

3.10f This procurement does require access to Operations Security (OPSEC) Sensitive information. Paragraph(s) 5.1, 5.2, and 5.3 in the body of the PWS above apply.

3.10g This procurement does require access to Foreign Government Information (FGI). Paragraph(s) 5.1 and 5.3 in the body of the PWS above apply.

3.15 Security Clearances.

3.15a Contractor personnel shall obtain and maintain at a minimum a security clearance level of SECRET to work on this requirement. Clearances shall be maintained for the duration of this procurement.

3.15b A list of personnel and their security clearances on file shall be delivered to the COR no later than 20 business days following award and shall be updated with the monthly personnel listing deliverable. CDRL A009.

3.20 General Security Procedures

3.21 Contractor personnel shall comply with all DoD, DoN, NAVSEA, Naval Base Ventura County (NBVC), Naval Facilities Expeditionary Logistics Center (NFELC), NSWC, local Navy installation and NSWC PHD security instructions, policies, procedures and guidance as they apply to the contractor both on and off Government property at NSWC PHD, remote sites or travel destinations, to include following established check-in and check-out procedures of all contractor personnel occupying Government facilities or otherwise requiring physical access to Naval Base Ventura County, NFELC and NSWC PHD. The provisions of paragraph (3.25) below apply to check-out procedures.

3.22 (Not Used)

3.23 Common Access Cards (CACs)

3.23a CAC issuance is at the discretion of the Government. The Government reserves the right to change the criteria for CAC issuance at any time without notification to the contractor. The contractor is responsible for ensuring the return of all CACs issued their employees to Naval Base Ventura County Security upon contractor employee separation, the expiration of this

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 78 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

procurement and the termination of this procurement as required in paragraph (3.24) below. Reports of the status of contractor personnel occupying NSWC PHD facilities and of the return of CACs shall be made in accordance with paragraphs [3.30c(1)] and [3.30c(2)] respectively, above.

3.23b CACs will normally be issued only to individual contractor personnel who are assigned to this requirement and who meet at least one of the three following criteria:

3.23b(1) The individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the Department on a recurring basis for a period of 6 months or more. Note that CACs will not be issued to contractor personnel merely to allow convenient access to NBVC as an alternative to securing daily base passes or participating in the RAPIDGate program. See paragraph (1.32) above.

3.23b(2) The individual requires both physical access to a DoD facility and access, via logon, to a DoD network. Access to a DoD network must require the use of a computer with a Government-controlled configuration located in a DoD facility or use of a DoD approved remote access procedure.

3.23b(3) The individual requires remote access to DoD networks that use only the CAC logon for user authentication.

3.23c The contractor is responsible for ensuring its personnel meet all Government requirements for CAC issuance, including possession of an appropriate final security clearance.

3.24 Government Facilities. The provisions of paragraph (1.32) above apply to contractor personnel working at Government facilities.

3.25 Rescission of Access to Government Facilities

3.25a Access to Government facilities is at the discretion of the Government. The Government reserves the right to rescind access by contractor personnel to Government facilities at any and all times and without presenting reason.

3.25b In each instance when contractor employees depart Naval Base Ventura County at the end of their employment with the company or firm, at the end of the PoP of this procurement, upon their transfer to another procurement, and upon being denied access to Government facilities for whatever reason, the contractor shall ensure the prompt return to the Government of all of the following materials in the possession of that employee:

3.25b(1) Government-owned keys to desks, offices, etc.

3.25b(2) Common Access Cards (CACs), except for CACs issued to retired military personnel and retired civil servants on that basis

3.25b(3) Base Passes, except for passes issued to retired military personnel and retired civil servants on that basis

3.25b(4) Base stickers for the employee's vehicles, except for stickers issued to retired military personnel and retired civil servants on that basis

3.25b(5) GFE and GFI, with special attention to IT equipment, CI, and CPI

3.25b(6) Courier pass, if issued to the departing employee

3.25c In executing the provisions of paragraph (3.24b) above, the contractor may collect the materials listed in that paragraph and return them to the custody of an appropriate Government employee or direct the contractor employee to surrender these items at the Naval Base Ventura County Security Office, whichever is appropriate to the circumstances. In all cases the contractor shall follow current Naval Base Ventura County and NSWC PHD Security instructions appropriate to the circumstances.

3.26 Emergency Operations. The provisions of paragraph (1.40) above apply to emergency operations under conditions of heightened security and Anti-Terrorism Force Protection posture.

3.27 Isolated Personnel Reporting. Contractor personnel traveling to the Area of Responsibility (AOR) of the United States Pacific Command (PACOM) and other Unified Combatant Commands (UCCs), excepting US territory, shall complete an Isolated Personnel Report (ISOPREP) or other similar document specified by the UCC when required as a precondition to entering the AOR on official business under this requirement.

3.30 Information Protection

3.31 Contractor personnel granted access to the NMCI network will be required to complete Navy Information Assurance (IA) or comparable training, at the Government's discretion, and complete and sign appropriate IA forms required to be granted continued access to Government information

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 79 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

technology networks.

3.32 Contractor personnel occupying NSWC PHD facilities, and contractor personnel who routinely visit NSWC PHD facilities, may, at the Government's discretion, be required as a condition of access to said facilities to sign a Certificate of Non-Disclosure (CND), also referred to as a Non-Disclosure Agreement (NDA), to protect classified and unclassified Government financial and other business sensitive information they may become aware of through proximity to Government personnel, information and spaces. Contractor personnel may, at the Government's discretion, be required to sign a CND (or NDA) to protect financial and other proprietary information pertaining to other contractors if the completion of the tasking in this PWS necessitates access to such information. If required, the COR shall issue CNDs/NDAs to the contractor, who will return signed CNDs/NDAs to the COR within three business days. The provisions of Section H of this procurement pertaining to Non-Disclosure Statements, CNDs and NDAs apply.

3.40 Operations Security

3.41 Background. Operations Security (OPSEC) is a process for protecting unclassified sensitive information from exploitation by an adversary. Sensitive unclassified information - which is also referred to as Critical Information (CI) or Critical Program Information (CPI) - is defined as information that is not classified but which needs to be protected from unauthorized disclosure. Examples are information labeled "For Official Use Only (FOUO)," proprietary information, contractor sensitive information, limited distribution information, and Personally Identifiable Information (PII).

3.42 The contractor and all subcontractors shall provide OPSEC protection for sensitive unclassified information as identified in the Critical Information (CI) List [see paragraph (3.45)], and the attached Critical Program Information (CPI) List if applicable. The prime contractor and all subcontractors shall employ the countermeasures listed in paragraph (3.47) below in order to protect that information. Additional countermeasures may be employed as necessary. If an OPSEC Plan is provided, the contractor and all subcontractors shall comply with that plan. These OPSEC requirements will be in effect throughout the life of the procurement from award through the conclusion of services at the end of the Period of Performance (PoP) or other procurement termination. If required, the contractor and all subcontractors shall prepare their own OPSEC Plan in accordance with the DD Form 1423-1, Contract Data Requirements List (CDRL).

3.43 All prime contractors and subcontractors shall comply with PHDNSWCINST 3432.1A Operations Security. (PHDNSWCINST 3432.1A is available on the NSWC PHD Portal. Contractors without Portal access may request a copy of this document from the Contracting Officer.) All prime contractor and subcontractor personnel assigned to this requirement shall complete the mandatory annual OPSEC training provided by the Government no later than 30 September of each year. Prime contractors and their subcontractors will report to PHD NSWC by 15 October each year the number of their employees assigned to this procurement who were trained, the number remaining to be trained, and the completion percentage. Failure to comply with the requirement for mandatory annual OPSEC training may result in termination of the procurement and may be reported as non-compliant with NAVSEA OPSEC requirements. The prime contractor and all subcontractors shall comply with the Navy's Information Assurance and Personnel Security Requirements for Accessing Government Information Technology (IT) Systems.

3.44 Contractor personnel shall follow Operations Security (OPSEC) concepts and principles in the conduct of this requirement to protect Critical Information [see paragraph (3.45) below], personnel, facilities, equipment and operations from compromise. The contractor shall consult with the COR within 5 working days of receipt of order to determine all special circumstances affecting OPSEC under this requirement. In any case where there is uncertainty or ambiguity regarding OPSEC measures, the contractor shall consult the COR as soon as possible. If the COR is unavailable, the contractor shall consult the contracting officer instead. The prime contractor and all subcontractors shall provide OPSEC protection for sensitive unclassified information and comply with all OPSEC guidance in accordance with the references in paragraphs (3.44a) through (3.44d) below:

3.44a PHDNSWCINST 3432.1A Operations Security

3.44b PHD NSWC DD 254 OPSEC Supplement

3.44c Program OPSEC Plan (if applicable)

3.44d All OPSEC requirements as identified in the this Performance Work Statement (PWS).

3.45 Critical Information. Critical information is specific facts about the intentions, capabilities, operations, or activities of NSWC PHD and its supporting contractors needed by adversaries or competitors to plan and act, so as to guarantee failure or unacceptable consequences for mission accomplishment. The items in paragraphs (3.45a) through (3.45r) below are deemed to be general Critical Information (CI) for the purposes of this requirement.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 80 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3.45a Force Protection countermeasures

3.45b Information Technology (IT) network vulnerabilities and defenses

3.45c Employee personal information, including Social Security Number (SSN), home address, home telephone number, family information, financial data, and similar sensitive information which might contribute to identity theft and the breach of DoD security systems.

3.45d Engineering processes

3.45e Budgetary and financial information

3.45f Overseas travel

3.45g Content of DoD and contractor portals

3.45h Passwords and combinations

3.45i Counterintelligence measures

3.45j Combat systems capabilities

3.45k Combat systems vulnerabilities and limitations

3.45l Test and evaluation (T&E) schedules

3.45m Self Defense Test Ship (SDTS) configuration, schedules and movements

3.45n Ships' schedules and movements, including port visits

3.45o Ships' readiness and material condition, including casualty report (CASREP) status; Combat Systems Ship Qualification Trial (CSSQT) events, scenarios and schedules; and other information that could be used to determine a ship's combat readiness and deduce movements.

3.45p New combat systems technologies and demonstrations

3.45q Technical documentation

3.45r DoD, Navy, NAVSEA, NSWC and NSWC PHD website pages and contents, except public-facing contents

3.45s Location, deployment, movements, capabilities, vulnerabilities and readiness condition of US, allied and friendly forces worldwide

3.46 Minimum Protection Requirements for Critical Information. Critical information is exempt from public release under Exemption 2 [high (b) (2)] of the Freedom of Information Act (FOIA). It is designated "For Official Use Only (FOUO)" and is considered controlled unclassified information. The following Information Security requirements apply:

3.46a Controlled Unclassified Information (CUI): Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 12958, as amended, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

3.46b Minimum Requirements for Access to Controlled Unclassified Information (CUI): Prior to access, contractor personnel requiring access to DoN controlled unclassified information (CUI) or "user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or contractor entity representative for a suitability determination by DoN Central Adjudication Facility.

3.46c Minimum Protection Requirements for Controlled Unclassified Information (CUI): Contract deliverables taking the form of unclassified limited-distribution documents [e.g., "For Official Use Only (FOUO)," Distribution Statement Controlled] are not authorized for public release and therefore shall not be posted on a publicly accessible web server or electronically transmitted via electronic mail unless appropriately encrypted.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 81 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3.47 Countermeasures. Countermeasures to Critical Information exploitation are required to negate the susceptibility of critical information to exploitation by an adversary or competitor. The contractor shall protect all CI listed in paragraph (3.45) above in a manner appropriate to the nature of the information, including use of the countermeasures listed in paragraphs (3.47a) through (3.47k) below, as applicable to each specific item of CI:

3.47a Encryption of electronically-stored CI.

3.47b Encryption of e-mail containing CI.

3.47c Storage of hard copy CI, optical media and external hard drives in locked containers when not in use.

3.47d Transmission of CI to the minimum set of recipients with a need to know.

3.47e Proper marking of CI with warnings to include at a minimum "FOR OFFICIAL USE ONLY"; as appropriate to the nature of the CI it shall also be marked with "UNCLASSIFIED BUT SENSITIVE," "PRIVACY ACT INFORMATION," "PERSONALLY IDENTIFYING INFORMATION," "PROTECT FROM UNAUTHORIZED DISCLOSURE" or other similar statements cautioning protection of the CI.

3.47f Restricting disclosure of CI at meetings and conferences (including teleconferences) to the minimum necessary to the performance of this requirement.

3.47g Immediate and appropriate destruction in a manner precluding reconstruction of all CI no longer needed under this requirement.

3.47h Restricting verbal discussion of CI to venues and circumstances that prevent the monitoring and interception of the discussion by unauthorized personnel.

3.47i Maintaining current, successful completion of Navy-mandated Information Assurance (IA) and OPSEC training by all personnel handling CI.

3.47j Refraining from the use of unencrypted cellular telephones to transmit CI.

3.47k Refraining from the use of foreign postal systems to ship CI.

3.47l Promptly retrieving documents containing CI printed on printers accessible by persons without a need to know the CI.

3.47m Use of cover pages or other appropriate means to prevent the viewing of CI by unauthorized persons.

3.47n Limiting the inclusion of CI in contract and budget documents, presentations, press releases and other publications to that which is essential to the performance of this requirement.

3.47o Use of protected databases and strong passwords and the protection of user identifications (UserIDs).

3.47p During test and evaluation events (as applicable to this requirement) practice OPSEC methodologies with respect to staging units, personnel and materials out of the observation of unauthorized persons; desensitization; and the speed of execution of the event.

3.48 Specific Critical Program Information. Paragraph (3.45) contains the generic categories of Critical Information to be protected under this requirement. For reasons of Operations Security, Critical Program Information (CPI) will not be identified to offerors prior to award. CPI will be identified to the successful offeror only after receipt of order.

3.49 Compromise. The contractor shall notify the COR within one business day of all known and suspected compromises of CI. If the COR cannot be reached, the contractor shall notify the contracting officer instead. Notification can be made by any means consistent with the protection of the subject CI.

3.50 "For Official Use Only (FOUO)" Information

3.50a The "For Official Use Only (FOUO)" marking is assigned to information at the time of its creation. It is not authorized as a substitute for a security classification marking but is used on official Government information that may be withheld from the public under exemptions 2 through 9 of the Freedom of Information Act (FOIA).

3.50b Use of FOUO markings does not mean that the information can't be released to the public, only that it must be reviewed by the Government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it. Review of FOUO information provided by, and created under contract to, NSWC PHD must be reviewed by NSWC PHD.

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 82 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

3.50c All UNCLASSIFIED documents created under this procurement that contain FOUO information will be marked "FOR OFFICIAL USE ONLY" on the bottom of the cover page and interior pages.

3.50d Classified documents containing FOUO do not require any markings on the cover of the document. However, the interior pages containing only FOUO information shall be marked at the top and bottom center with "FOR OFFICIAL USE ONLY." Only unclassified portions containing FOUO shall be marked with "(FOUO)" immediately before each unclassified FOUO portion.

3.50e All FOUO information released to the contractor by NSWC PHD will be marked with the following statement prior to transfer:

THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY

DISCLOSURE UNDER THE FOIA. EXEMPTIONS(S) _____ APPLY.

Removal of the FOUO marking may be accomplished only by the originator or other competent authority. The contractor SHALL NOT REMOVE ANY FOUO MARKING WITHOUT WRITTEN AUTHORIZATION FROM NSWC PHD OR THE AUTHOR. The Government will notify the contractor when the FOUO status is terminated.

3.50f The contractor is authorized to disseminate FOUO information to its employees and team mates having a need to know the information in order to accomplish the requirements of this procurement.

3.50g During working hours, reasonable steps shall be taken to minimize the risk of access to FOUO information by unauthorized personnel. FOUO information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need to know the information in order to perform the requirements of this procurement. During nonworking hours, the FOUO information shall be stored in a locked desk, file cabinet, bookcase, rooms, or other lockable container or space affording reasonable protection from unauthorized disclosure.

3.50h FOUO information may be transmitted via US postal service first-class mail, parcel post and fourth-class mail for bulk shipments only. The contractor shall not permit FOUO information to enter foreign postal systems and parcel delivery systems.

3.50i When no longer needed, FOUO information shall either be returned to appropriate Government custody or destroyed in a manner precluding reconstruction of the information and then and placing it in the regular refuse or recycle container or in an uncontrolled burn container.

3.50j Electronic transmission of FOUO information (via voice, data, or facsimile transmission) shall be by approved secure communications systems. If circumstances preclude the use of such a system, the contractor shall consult the COR; if the COR is not available and time requirements do not permit delay, the contractor shall consult the contracting officer.

3.50k Unauthorized disclosure of FOUO information does not constitute a security violation but the contractor shall inform the COR within one business day of all known and suspected compromises of FOUO information. If the COR cannot be reached, the contractor shall notify the contracting officer instead. Notification can be made by any means consistent with the protection of the subject FOUO information. The unauthorized disclosure of a FOUO information protected by the Privacy Act may result in criminal sanctions.

3.60 Communications Security (COMSEC)

3.61 All contractors and subcontractors must comply with all policy and procedures in regards to the proper handling, accountability, use and safeguarding of COMSEC material and equipment. Particular emphasis must be given to educating personnel in how to identify COMSEC Incidents and Practices Dangerous to Security (PDS). Prior to receiving or accessing COMSEC material or equipment the contractor or subcontractor must contact the PHD NSWC EKMS Manager. If COMSEC equipment or material usage is required a Memorandum of Agreement must be signed by a Contracting Company representative and the Commander of NSWC PHD.

3.62 The requirements for the place of performance of tasking involving COMSEC material and equipment are as follows:

3.62a EKMS 1B, EKMS Policy and Procedures for Navy Electronic Key Management System Tiers 2 & 3.

3.62b OPNAV Instruction 2221.5C, Release of Communication Security (COMSEC) Material to U.S. Industrial Firms Under Contract to the US Navy.

3.62c SECNAV M-5510.36, Department of the Navy Information Security Program.

3.62d NSWC PHD Instruction 2281.1K, Instructions For The Handling And Control Of Communications Security Material System And Procedures.

3.62e All individuals provided access to COMSEC material shall be briefed annually and monthly

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 83 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

regarding the unique nature of COMSEC material and their security responsibilities to safeguard and control it.

3.62f Individuals granted access to Classified COMSEC material must hold a final Government security clearance for the level of classification involved.

3.62g Contractor personnel who are granted access to COMSEC material must be US citizens.

3.70 Intelligence

3.71 All prime contractors and subcontractors shall comply with Director of Central Intelligence Directive (DCID) 1/7, *Security Controls on the Dissemination of Intelligence Information*. (A copy of this document may be requested from the Contracting Officer.) Appropriate specifics are outlined on DCID 1/7, Section 6.0 to 15.0, pp. 4-11, respectively. All SIPRNET account requirements as stated in this Performance Work Statement constitute compliance with DCID 1/7 guidance and procedures.

3.72 Access to Non-SCI intelligence material defined and controlled by DCID 1/7 is hereby authorized by the NSWC PHD Senior Intelligence Officer. At the end or completion of this procurement the prime contractor and subcontractors must return to appropriate Government custody all pertinent intelligence materials and documentation provided by the Government in accordance with DoD 5220.22-M (NISPOM). **NOTE:** Government approval is required PRIOR to subcontracting involving access to intelligence information.

3.73 Failure to comply with these security requirements may constitute grounds to terminate this procurement for cause and report it as a security violation to appropriate Intelligence Community authorities and NAVSEA Headquarters.

3.80 Emergency Action Plans (EAPs)

3.81 Contractors storing classified documentation, classified equipment and COMSEC material and equipment at their facilities in accordance with tasking in this requirement shall develop and maintain an Emergency Action Plan (EAP) as required by the Defense Security Service (DSS). The EAP shall adequately address the actions to be taken to protect said materials from loss and compromise in the event of natural disaster, civil unrest, enemy action, terrorist attack, criminal activity, and any other natural or man-made event that threatens the security of classified materials located at the contractor's facility. The contractor shall follow the NSWC PHD COMSEC EAP and the NSWC PHD Instruction for COMSEC material and equipment

3.82 When a natural or man-made event raises the possibility of compromise of said classified materials, the contractor shall execute their EAP and immediately notify the COR of the actions being taken. The notification may be by telephone, e-mail or in person, taking care not to transmit classified information in a non-secure manner. If the COR is not available, notification shall be made to the contracting officer. If the nature of the emergency precludes immediate notification, the contractor shall make such notification as soon as possible after executing the EAP.

3.83 The contractor shall provide a review copy of their EAP to the COR within 15 calendar days after receipt of order. The Government reserves the right to require revisions to the EAP to ensure alignment with Government requirements.

3.90 Training Requirements

3.91 The contractor shall comply with all of the security requirements outlined and referenced in the Department of Defense Contract Security Classification Specification, DD Form 254 and its attachments.

3.92 The contractor shall require all prime contractor and subcontractor personnel performing this requirement to successfully complete the following training at the frequency listed in paragraph 3.92a below and maintain currency of training for the duration of the Period of Performance:

3.92a Basic Training Specified of All Requirements

TRAINING	FREQUENCY
OPSEC	Once per fiscal year
Information Awareness	Once per calendar year

3.92b Specialized Training Required for this Requirement

TRAINING	FREQUENCY
Anti-Terrorist Force Protection	Once per calendar year

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 84 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Courier	Once per calendar year
NATO In-brief	Once at Receipt of Order
NATO Out-brief	Once at end of procurement
Foreign Counterintelligence	Once per calendar year
Annual NSWC PHD COMSEC	Once per calendar year
Monthly NSWC PHD COMSEC	Monthly

3.92c The training requirements specified in paragraphs (3.92a) and (3.92b) above shall apply once to each contractor employee per course per period ("FREQUENCY") regardless of the number of NSWC PHD procurements to which the individual contractor employee is assigned. Completion of each training requirement for one NSWC PHD procurement shall meet the training requirements for all NSWC PHD procurements within the period specified ("FREQUENCY").

3.93 The contractor shall maintain a list of personnel who have completed the training specified in paragraph (3.92) above. This list shall be submitted with a letter certifying that the list is current, complete, and accurate as of the date of submission. The list and certification shall be submitted to the COR with a copy to the Contracting Officer, within 5 days after receipt of order and quarterly thereafter. When there are any changes to contractor's personnel and when it is specifically requested by the COR or Contracting Officer, the list and certification shall be provided within 5 days from the date of the request. Contractor personnel working on two or more NSWC PHD procurements need complete this training only once per stated period and it shall be applicable to all current NSWC PHD procurements. See paragraph (3.92c) above. However, completion of such training shall be certified individually for each NSWC PHD procurement with this training requirement.

H-XX

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SETASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

Special contract requirements (Section H Clauses) shall be in accordance with Section H of SeaPort-e Multiple Award IDIQ contracts and as describe below.

5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be _____ total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that zero (0) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately _____ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 85 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either

(i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{\text{Required LOE} - \text{Expended LOE}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to _____ of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Text)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 86 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
---------	--------------------	-------------------	-----------------------

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs TBD are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

(End of Text)

NAVSEA 5252.242-9115

TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, spec or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 87 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

CLAUSES INCORPORATED BY FULL TEXT

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

(End of Text)

5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM

(OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government- Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYDH-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding . When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 88 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Internet: <http://www.gidep.org>

(End of Text)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 89 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
52.204-21	Basic Safeguarding of Covered Contractor Information Systems	JUN 2016
52.232-22	Limitation Of Funds	APR 1984
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.215-23 Alt I	Limitations on Pass-Through Charges (Oct 2009) - Alternate I	OCT 2009
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	JUL 2013
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-17	Nondisplacement of Qualified Workers	JAN 2013
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.248-1	Value Engineering	OCT 2010
252.215-7000	Pricing Adjustments	DEC 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7016	Rights in Bid or Proposal Information	JAN 2011
252.225-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked With Restrictive Legends	MAY 2013
252.227-7013	Rights in Technical Data-Noncommercial Item	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data - Commercial Items	FEB 2014
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JAN 2011
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data - Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 90 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

252.204-7008 Compliance with Safeguarding Covered Defense OCT
2016 Information Controls

252.204-7009 Limitations on the Use or Disclosure of Third OCT 2016
Party Contractor Reported Cyber Incident Information

252.204-7012 Safeguarding Covered Defense Information and OCT
2016 Cyber Incident Reporting

CLAUSES INCORPORATED BY FULL TEXT

52.217-9

OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

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

NOTE: The last option year period may not go beyond the contractor's basic contract's period of performance, and is contingent upon the Seaport-e Multiple Award Contract (MAC) Option exercise.

CLINs and corresponding Dates will be filled-in at Task Order Award

52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 91 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

N/A

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 92 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allow ability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

(a) Definitions. As used in this clause--

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 93 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is ``not dominant in its field of operation'' when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 94 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 541330- assigned to contract number ____*____.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

To be completed at time of award.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, 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.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

(End of clause)

52.222-49 SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following locations TBD . The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the _____.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

CONTRACT NO. N00178-14-D-8026	DELIVERY ORDER NO. N00178-14-D-8026-L602	AMENDMENT/MODIFICATION NO. 38	PAGE 95 of 95	FINAL
----------------------------------	---	----------------------------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

DD 254 Attachment 1

Wage Determination Attachment 2

Cost Summary Format/Supporting Costa Data Attachment 3&4

DCAA Rate Check Form Attachment 5

Past Performance Questionnaire Attachment 6

Previous Contracting Effort Narratives Attachment 7

CDRLs Exhibit 1

DIDs Exhibit 2

Wage Determination; No: 2015-5625, Rev 2, Date: 30Dec16, Area: Ventura County California.