

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE U	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE 25-Sep-2018	4. REQUISITION/PURCHASE REQ. NO. N0006018RC4AE4G Amendment 02		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00244	7. ADMINISTERED BY (If other than Item 6) CODE		S2404A SCD: C
NAVSUP FLC San Diego, Code 200 3985 Cummings Road San Diego CA 92136-4200 brian.odonnell@navy.mil 619-556-5141		DCMA Manassas 14501 George Carter Way, 2nd Floor Chantilly VA 20151		

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) T-Solutions, Inc. 860 Greenbrier Cir, Ste 405 Chesapeake VA 23320		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-14-D-7979-NW01
		10B. DATED (SEE ITEM 13) 27-Jul-2015
CAGE CODE 3EZR6	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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes—Cost Reimbursement (Aug 1987)
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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) [REDACTED]		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) [REDACTED]	
15B. CONTRACTOR/OFFEROR [REDACTED] (Signature of person authorized to sign)	15C. DATE SIGNED 25-Sep-2018	16B. UNITED STATES OF AMERICA BY [REDACTED] (Signature of Contracting Officer)	16C. DATE SIGNED 25-Sep-2018

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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GENERAL INFORMATION

FLC-SD Code 220 Contract Negotiator: [REDACTED], Telephone: [REDACTED]; Email:

[REDACTED]

Authority: FAR 52.243-2 Changes—Cost Reimbursement (Aug 1987)

Modification Type: Bilateral

FLC-SD Requisition Numbers: N0006018RC4AE4G Amendment 02

Distribution: [REDACTED].

Modification P00011: The purpose of this modification is to process a ceiling shift of

[REDACTED] from [REDACTED]
 [REDACTED]
 [REDACTED]
 [REDACTED]

[REDACTED]
 [REDACTED]

[REDACTED]
 [REDACTED]

[REDACTED]
 [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]
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All other Task Order terms and conditions remain the same.

The conformed Task Order is contained in EDA and the Seaport-E portal. A conformed copy of this Task Order is attached to this modification for informational purposes only.

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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
7160	R425	Base Labor (BSO 60 FFC) (O&MN,N)	1.0	LO	██████████	██████████	██████████
7161	R425	Surge Base Labor (BSO 60 FFC) (O&MN,N) Option	1.0	LO	██████████	██████████	██████████
7170	R425	Base Labor (BSO 70 PACFLT) (O&MN,N)	1.0	LO	██████████	██████████	██████████
7171	R425	Surge Base Labor (BSO 70 PACFLT) (O&MN,N) Option	1.0	LO	██████████	██████████	██████████
7260	R425	Option Period 1 Labor (BSO 60 FFC) (O&MN,N)	1.0	LO	██████████	██████████	██████████
7261	R425	Surge Option Period 1 Labor (BSO 60 FFC) (O&MN,N) Option	1.0	LO	██████████	██████████	██████████
7270	R425	Option Period 1 Labor (BSO 70 PACFLT) (O&MN,N)	1.0	LO	██████████	██████████	██████████
7271	R425	Surge Option Period 1 Labor (BSO 70 PACFLT) (O&MN,N)	1.0	LO	██████████	██████████	██████████
7360	R425	Option Period 2 Labor (BSO 60 FFC) (O&MN,N)	1.0	LO	██████████	██████████	██████████
7361	R425	Surge Option Period 2 Labor (BSO 60 FFC) (O&MN,N)	1.0	LO	██████████	██████████	██████████
7370	R425	Option Period 2 Labor (BSO 70 PACFLT) (O&MN,N)	1.0	LO	██████████	██████████	██████████
7371	R425	Surge Option Period 2 Labor (BSO 70 PACFLT) (O&MN,N)	1.0	LO	██████████	██████████	██████████
7460	R425	Option Period 3 Labor (BSO 60 FFC) (O&MN,N)	1.0	LO	██████████	██████████	██████████
746001	R425	Funding AE/██████████ (O&MN,N)					
7461	R425	Surge Option Period 3 Labor (BSO 60 FFC) (O&MN,N)	1.0	LO	██████████	██████████	██████████
746101	R425	Funding AE/██████████ (O&MN,N)					
7470	R425	Option Period 3 Labor (BSO 70 PACFLT) (O&MN,N)	1.0	LO	██████████	██████████	██████████
747001	R425	Funding AF/██████████ (O&MN,N)					

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7471	R425	Surge Option Period 3 Labor (BSO 70 PACFLT) (O&MN,N)	1.0	LO	██████████	██████████	██████████
747101	R425	Funding AF/██████████ (O&MN,N)					
7560	R425	Option Period 4 Labor (BSO 60 FFC) (O&MN,N)	1.0	LO	██████████	██████████	██████████
7561	R425	Surge Option Period 4 Labor (BSO 60 FFC) (O&MN,N) Option	1.0	LO	██████████	██████████	██████████
7570	R425	Option Period 4 Labor (BSO 70 PACFLT) (O&MN,N)	1.0	LO	██████████	██████████	██████████
7571	R425	Surge Option Period 4 Labor (BSO 70 PACFLT) (O&MN,N) Option	1.0	LO	██████████	██████████	██████████
7660	R425	Continuity of Services Labor CLIN (BSO 60 FFC) iaw 52.237-3 Continuity of Services (Jan 1991); to be priced as 15% of Option Year 4 CLIN 7560 labor total. (O&MN,N) Option	1.0	LO	██████████	██████████	██████████
7670	R425	Continuity of Services Labor CLIN (BSO 70 PACFLT) iaw 52.237-3 Continuity of Services (Jan 1991); to be priced as 15% of Option Year 4 CLIN 7570 labor total. (O&MN,N) Option	1.0	LO	██████████	██████████	██████████

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9160	R425	Base ODCs (BSO 60 FFC) (O&MN,N)	1.0	LO	██████████
9161	R425	Surge Base ODCs (BSO 60 FFC) (O&MN,N) Option	1.0	LO	██████████
9170	R425	Base ODCs (BSO 70 PACFLT) (O&MN,N)	1.0	LO	██████████
9171	R425	Surge Base ODCs (BSO 70 PACFLT) (O&MN,N) Option	1.0	LO	██████████
9260	R425	Option Period 1 ODCs (BSO 60 FFC) (O&MN,N)	1.0	LO	██████████
9261	R425	Surge Option Period 1 ODCs (BSO 60 FFC) (O&MN,N) Option	1.0	LO	██████████
9270	R425	Option Period 1 ODCs (BSO 70 PACFLT) (O&MN,N)	1.0	LO	██████████

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such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the term thereof. The number of manhours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.

(e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph

(e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours. If this contract is subject to the Service Contract Act, in no event will the Contracting Officer, pursuant to this paragraph (e), extend the period of performance such that the period of performance, as extended, will exceed three years.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds".

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Port Engineering Support Services 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>.

PERFORMANCE WORK STATEMENT

PORT ENGINEERING SERVICES

Per Mod 07, "All Port Engineers, Combat System Engineers Port Engineers and Support personnel are to be designated as critical to an emergency crisis as "Emergency Essential" as outlined in "DoD-I No. 3020.37 Continuation of Essential DoD Contractor Services During Crises of 26 Jan 1996" and "DoD-D No. 1100.4 Guidance for Manpower Management of 12 Feb 2005". COMNAVSURFPAC N43 approved this designation on 7 November 2017".

Per Mod 09, "The contractor is responsible for its contractor (and subcontractor) port engineers working in Government spaces or who have access to a Government computer network to complete and stay up-to-date on all training required by COMNAVSURFPAC and COMNAVSURFLANT and supported activities. The purpose of this training is to foster a safer and more secure work environment and secure the online environment. Some examples of required training and their requisite course numbers/references are listed below. The required training is subject to change throughout the life of this contract. The COR may provide additional training requirements to the Contracting Officer for release to the contractor. These requirements will be updated at minimum annually. However, the Contractor should assume at least a total of 8-12 hours for all required training courses annually per Contractor/Subcontractor. The Contractor shall provide documentation (copies of training certificates) to the Contracting Officer's Representative (COR) confirming that Contractors have completed the required training within 5 days of the specific training due date.

FYXX LEVEL ONE ANTITERRORISM TRAINING

FYXX COMBATING TRAFFICKING IN PERSONS (CTIP) GENERAL AWARENESS

FYXX RECORDS MANAGEMENT IN THE DON: EVERYONE'S RESPONSIBILITY

FYXX OPERATIONS SECURITY (OPSEC)

FYXX PRIVACY AND PERSONALLY IDENTIFIABLE INFORMATION (PII) AWARENESS TRAINING

FYXX DOD CYBER AWARENESS CHALLENGE V5*

*Note, the IA training that is reference in clause "A204-9400 (1-17) Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (Jan 2017)" can be fulfilled with FYXX DOD CYBER AWARENESS CHALLENGE V5. DOD CYBER AWARENESS CHALLENGE V5 course fulfills the requirement for mandatory initial and annual training directed by: SECNAV 5239.20A; SECNAV 5239.3C Audience: All military personnel, civilians (APF, NAF, & Foreign Nationals), and contractors that are authorized users of DOD information systems and networks.

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FYXX ACTIVE SHOOTER TRAINING

FYXX SEXUAL ASSAULT PREVENTION AND RESPONSE

FYXX COUNTERINTELLIGENCE AWARENESS

FYXXX REPORTING SUICIDE AWARENESS AND PREVENTION

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1.0 INTRODUCTION

The requirement is for port engineering, combat systems engineering, maintenance management and port engineering support services for Navy surface ships. Port engineers and combat systems support personnel are assigned to all surface ships at all U.S. Navy fleet homeport concentrations. These homeports include Norfolk, VA; Mayport, FL; Rota, Spain; Gaeta, Italy; San Diego, CA; Everett, WA; Honolulu, HI, Yokosuka and Sasebo, JA; Singapore; and Manama, Bahrain. Note, for estimate purposes only, Fleet is going to 1 Port Engineer per ship except for two classes where there are 2 ships per port engineer. There are currently 144 ships. Those numbers will change with decommissioning and new construction. There are currently approximately 126 ships with contractor Port Engineers.

The port engineer program has been a singular success in enabling the surface force to achieve optimum material readiness within constrained funding levels. The program has been in existence since Congress, in response to GAO findings, recommended the Navy adopt commercial best practices for maintaining surface ships in 1980 (see HAC report on DoD Appropriation bill 96-450). It has expanded over the years from initial phased maintenance program for AFS ships and now encompasses all ships of the Surface Force. The success of the program can be directly attributed to maintaining uniformly high standards of personnel quality and integrity through a mix of contract and Government port engineers possessing commercial and/or naval operating and maintenance expertise and/or formal applicable engineering degrees.

2.0 SCOPE

The Performance Work Statement (PWS) describes the technical, engineering, logistical and support services that are required to support the Navy's Surface Type Commanders mission to maintain and provide operational war-fighting assets to the Fleet Commanders. The contractor supports the ship's maintenance team (MT), recommends maintenance and repair determinations, validates reported deficiencies, assists in prioritizing work based on schedule and operational requirements. The contractor also recommends the most efficient and economical levels of maintenance based on cost, quality, timeliness and budgetary constraints in accordance with the Surface Type Commander (TYCOM) and Commander, Fleet Forces Command (COMFLTFORCOM) Instruction 4790.3, "Joint Fleet Maintenance Manual" (JFMM). Performance under this contract involves real time support of the Navy ship maintenance/repair and modernization, emergent work requirements with very short deadlines and long term maintenance planning and budgeting. The contractor provides key technical support to the ship's maintenance team which includes the ship's commanding officer, key members of the Regional Maintenance Centers (RMC's) and applicable industrial, public and private shipyards.

In addition to direct waterfront port engineer support, the contractor will make recommendations and develop a comprehensive training guide and a port engineer certification program that includes training in Core Port Engineer skills, knowledge and continued professional development. In making its recommendations, the contractor will meet periodically with the Type Commander and solicit feedback for a certification requirement that exceeds those currently established.

Acronym	Definition
2 Kilo	Name of Maintenance Form

AIS	Automated Information System
ASNE	American Society of Naval Engineers
ATO	Authorize To Operate
BCA	Business Case Analysis
CASREP	Casualty Report
CDRL	Contract Data Requirements List
CM	Continuous Maintenance
CNAV	Continuous Maintenance Availability
CNO	Chief of Naval Operations
CNO Avail	Chief of Naval Operations Availability
COMFLTFORCOM	Commander, Fleet Forces Command
COR	Contracting Officer's Representative
CSMP	Consolidated Ship Maintenance Plan
DFS	Deviation from Specification
DOD	Department of Defense
EMO	Electronics Maintenance Officer
IPDT	Integrated Product Development Team
ISIC	Immediate Supervisor In Charge
JFMM	Joint Fleet Maintenance Manual
JFTR	Joint Fleet Travel Regulations
MMBP	Maintenance and Modernization Business Plan
MST	Maintenance Support Tool
MT	Maintenance Team
NETWARCOM	Network Warfare Command
NMD	Navy Maintenance Database
PB4M	Planning Board for Maintenance
PWS	Performance Work Statement
QA	Quality Assurance
QASP	Quality Assurance Surveillance Plan
RMAIS	Regional Maintenance Information System
RMC	Regional Maintenance Center
TYCOM	Type Commander
VSB	Validation, Screening & Brokering AIS Tool

3.0 TASKINGS: Contractor shall provide Port Engineer-type, Combat Systems Engineer-type, and related technical/support services for the engineering determination, planning, and accomplishment of maintenance industrial availabilities for assigned naval ships or craft as follows:

3.1.1 Ship Maintenance Support (Daily): Provide ship advice and assistance as set forth herein. Identify weaknesses in plan(s) and implementation; recommend changes, to include modernization recommendations, to address those identified weaknesses.

3.1.1.1 Every day that the ship(s) are in port, Contractor shall meet with ships' crew, department heads and commanding officer during normal working hours. Contractor shall review and discuss shortfalls, implementation, problems, resources, insufficiencies, relating to the Consolidated Ships Maintenance Plan (CSMP) using Regional Maintenance Automated Information System (RMAIS) or port engineer's Maintenance Support Tool (MST) and validate new work items for work statement completeness. Contractor shall recommend rewrites to Ship if content does not provide enough information to determine location or requested action. Comments shall be orally and in

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writing and shall reference paragraphs and pages of the recommended changes.

3.1.1.2 Contractor shall check all validated off-ship maintenance 2 kilos. (A 2 kilo is a maintenance form prepared by the Ship real-time). Contractor shall suggest changes to the form, in both form and substance, to make it clear what the problem is and what is required to correct the problem. As part of the validation of off-ship maintenance 2 kilo reviews, contractor shall board the ship and inspect certain targeted equipment. Contractor shall check equipment and ensure system performance. Contractor shall then recommend maintenance and repair actions and draft a 2 kilo for work deferrals in RMAIS or MST. Contractor shall also identify the most cost effective level of maintenance, e.g. depot, intermediate or ships force. Contractor shall recommend timing of repairs to meet operational requirements of assigned ship. Contractor shall then enter or record any recommended/approved changes in RMAIS or MST.

3.1.1.3 Contractor shall develop an initial class 'F' estimate to each validated 2 kilo for all off-ship maintenance. A Class F Estimate is a ballpark estimate used to value the CMSP and whose variance is not expected to exceed 40 percent. Note, a Class F Estimate is not a Government Estimate for jobs.

3.1.1.4 Contractor shall provide CSMP feedback to Ship including recommended 2 kilo closures, additional requested information, and planned maintenance actions.

3.1.1.5 Contractor shall provide risk assessment and prioritization on the approved TYCOM format (e.g. excel spreadsheet) of all on and off-ship maintenance requirements to Ships' commanding officer(s) and TYCOM type desk officer.

3.1.1.6 Contractor shall review the ships' casualty report(s), ensure the scope of required repairs accurately reflects operational condition(s) and recommend a course of action to the Ship, ISIC, RMC and TYCOM. Contractor shall provide CASREP information to support operational and repair status briefs to the ship, ISIC, RMC and TYCOM as requested. Contractor shall attend weekly CASREP status meetings at applicable RMCs and provide requested status information to support maintenance planning and corrective maintenance.

3.1.1.7 Contractor shall attend all ship maintenance/repair and assessment events and answer questions real time on issues relating to visit logistics, maintenance scope, funding shortfalls, budgetary constraints and mission impacts.

3.1.2 Ship Maintenance Support (Weekly, Monthly): Provide ship advice and assistance as set forth herein. Identify weaknesses in plan(s) and implementation; recommend changes, to include modernization recommendations, to address those identified weaknesses.

3.1.2.1 Contractor shall develop agenda and present the Planning Board for Maintenance (PB4M) taking into consideration operational, schedule and work integration issues. In addition, Contractor shall provide combat systems operational status and planned corrective maintenance. This is a monthly requirement.

3.1.2.2 Contractor shall perform a weekly CSMP review and ship check. Ship check will include applicable personal observations and discussions of all assessments, planned refurbishment, AIT visits and certification issues with the EMO.

3.1.2.3 Contractor shall review the entire maintenance process, emphasizing trends/issues with the 2 kilo and its preparation. It shall recommend process improvements emphasizing solutions to maintenance-related environmental, logistics, technical and engineering problems encountered in ship repair and modernization.

3.1.3 Budgeting for Ship Maintenance (Long Term Support): Provide ship advice and assistance; Identify weaknesses in current maintenance plan(s) and implementation as it relates to budget and resource(s) available.

3.1.3.1 Annually (usually due at the end of the second Fiscal Year quarter), contractor shall provide prioritized

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listing for all off-ship maintenance requirements, including DFSs, CASREPS, availability routines with explanation of deferred action for the development of the Maintenance and Modernization Business Plan (MMBP). The MMPBP is a TYCOM developed report.

3.1.3.1.1 After MMBP is reviewed by TYCOM and the initial maintenance budget is provided by TYCOM, contractor shall review funding cut-off line and provide recommendations for additional funds and provide risk assessment if additional funding is denied.

3.1.3.1.2 Contractor shall develop recommendations for “authorized work packages” that stay within TYCOM established funding controls.

3.1.3.1.3 Contractor shall provide a Business Case Analysis (BCA) in the prescribed TYCOM format for recommending changes to the MMBP. Accepted changes will be made by TYCOM Type Desk officers.

3.1.3.1.4 Contractor shall recommend funding shifts between CM and CNO for more efficient (e.g. funding must match ship schedule and availability duration) execution of availabilities.

3.1.3.2 Contractor shall identify funds to recapture by identifying cost under-runs and report to TYCOM financial manager and Maintenance Team Program Manager (Daily).

3.1.3.3 Contractor shall update and present Port Engineer Training Manual for acceptance by TYCOM, focusing on changing requirements dictated by mission changes, technology changes, and fiscal constraints/limitations.

3.1.3.4 Contractor shall develop, present to TYCOM for approval and implement approved Port Engineer Certification Program. COR will approve program and oversee implementation. The certification program must document professional educational, training requirements and shall be developed to ensure that certification indicates optimum performance/skill level. Contractor shall prepare metrics documenting the degree of all professional certifications and training evolutions for all port engineers on a quarterly basis.

3.1.3.5 Contractor shall provide annual Port Engineer conference planning management for the Joint Conference with the American Society of Naval Engineers (ASNE) national conference. Contractor shall provide recommendations along with supporting rationale on which necessary approval documentation is required for higher level participation approval. When approved, contractor shall prepare the necessary documentation.

3.1.3.6 Contractor shall update and maintain the Maintenance Support Tool (MST) software, ensuring DOD, NETWARCOM and DON AIS certification and security compliance. Maintenance includes programming updates, server maintenance, and maintenance of the Authorize to Operate (ATO) certificate as well as fleet compliance requirements (Daily). MST is a Government Owned software tool used by Port Engineers for off-site planning, estimating and screening for each 2 Kilo in the CSMP. The MST Server resides on Government property. Support entails maintaining Government-owned dedicated server and maintaining all applicable DoD and NETWARCOM security compliance requirements.

3.1.3.7 Contractor shall provide administrative support to maintenance managers and shall prepare travel documentation in compliance with JTFR, country clearance messages, coordinating COR travel authorization, message dissemination, input for development of all Port Engineer briefs (MMBP, PB4M, CASREP, Completion reports, etc), and tracking of all ship local maintenance budgets from RMCs financial data (daily). Note, a Completion Report documents what work was actually accomplished and what work was deferred.

3.1.4 Maintenance Availability Planning: Provide logistics support for identified maintenance events; recommend actions to ensure goals/objectives reached during those events (Daily)

3.1.4.1 Contractor shall determine issues relating to continuous maintenance availability, to include conflicts in scheduling, ship operational schedule, maintenance requirements, and funding, and recommend availability

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schedules to RMC, ISIC and TYCOM, all in email format.

3.1.4.2 Contractor shall monitor adherence to established milestones by all activities for planning and execution events (e.g. package lock date., specification completion dates, definitization dates, space turn over, fast cruise, dock trials, sea trials, other significant milestones as set forth in the JFMM, etc). Contractor shall report deviations to TYCOM when they occur via phone and follow up through email. Contractor shall recommend work with a risk assessment that shall only be authorized by TYCOM for CNO availabilities in accordance with JFMM.

3.1.4.3 Contractor shall conduct work specification reviews in the Navy Maintenance Database (NMD) and provide recommendation supported with a justification. When approved, contractor shall initiate and track recommended changes to work specifications prior to specification definitization for each availability in accordance with the Joint Fleet Maintenance Manual.

3.1.4.4 Contractor shall observe all off-ship availability pre-planning meetings and recommend required repairs based on direct observation or objective evidence of need; define and document work integration issues; and define and document potential impacts for delay and disruption of scheduled activities, including RMC IPDT events.

3.1.4.5 When requested by the Regional Maintenance Center, contractor shall provide technical and logistical feedback and recommendations regarding scope queries. Contractor shall review all work specification cost estimates and notify RMC Program manager of unrealistic estimates.

3.1.4.6 Contractor shall observe and review mid-deployment CSMP scrub and final CNO availability ship checks. For example, contractor shall deploy overseas and review maintenance documents to ensure that requirements are clearly defined, properly addressed, properly validated, and will remove those items that do not need to be the subject of further maintenance/repairs.

3.1.4.7 Contractor shall screen all mandatory work items in the CSMP and recommend actions that will be accomplished according to JFMM timetables. If the Contractor recommends delay or non-action, Contractor shall provide supporting justifications.

3.1.5 Maintenance Availability Execution: Draft recommendations for maintenance event and after-action reporting. (Daily during maintenance event or at completion of maintenance event)

3.1.5.1 Contractor shall monitor all condition reports and provide risk assessments for accomplishing/non-accomplishing additional tasks (and associated costs) set forth in those reports. Contractor shall provide recommendations to Naval Ship Activity on courses of action.

3.1.5.2 Contractor shall prepare a 2 kilo for any work item based on direct observation, knowledge of requirements, good engineering practices and the content of the ship's CSMP if not already identified by Ship's Force. Contractor shall place the 2 kilo in the CSMP.

3.1.5.3 Contractor shall provide weekly lessons learned email (e.g. work progress quality, schedule and cost) to TYCOM for incorporation into HOTWASH, IPDT, and for utilization of TYCOM input to award fee boards.

3.1.5.4 Contractor shall provide ship's commanding officer and TYCOM with work progress and work QA issues. Based on direct observation, the contractor shall provide an independent analysis of the work performed to ensure it is accomplished in accordance with technical specifications, correct procedures and correct material. In addition, the contractor shall provide an independent analysis of the work against the time left for completion of the work.

3.1.5.5 Contractor shall ensure completion data is entered on all completed off-ship maintenance 2 kilos and entered into CSMP.

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3.1.5.6 Contractor shall provide input for all off-ship 2 kilos. When authorized, contractor shall ensure all off-ship 2 kilos are closed out and passed to history within 90 days of the completion of the availability or provide rationale for leaving items open.

3.1.5.7 Contractor shall prepare and present to TYCOM a BCA for all new work identified and recommended for accomplishment in the availability. A BCA provides a listing of work recommended for accomplishment, with initial estimates and a risk assessment of the impact if the work were not accomplished.

3.1.5.8 Contractor shall monitor and report industrial availability execution and support Government efforts to control quality, schedule and cost. On a daily basis during a maintenance period, the contractor shall tour the ship. The contractor shall inspect the work performed by the assigned maintenance activity to determine if the correct equipment/system or structural work is being accomplished, what progress has occurred and provide the Commanding Officer and the TYCOM an estimate of the progress made throughout the maintenance period of each job. The contractor shall provide a verbal report to support the weekly Commanding Officer's progress meeting.

4.0 Security Requirements

4.1 The contractor shall ensure that all of its personnel that work on this contract are US Citizens.

4.2 All technical staff shall have and maintain a SECRET Clearance or higher.

4.3 The contractor shall have the ability to receive, log, track and store classified documents, up to CONFIDENTIAL, in accordance with applicable regulations.

4.4 The contractor shall have office(s) and storage facilities approved for classified material, the ability to work with CONFIDENTIAL material at its office(s), and provide computer resources cleared to the CONFIDENTIAL Level for document generation.

4.5 The contractor shall have the ability to communicate via signed and encrypted e-mail with the government using PKI and other software as directed.

4.6 The contractor shall establish procedures for the safe and orderly backup of computers and network data pertaining to the programs supported and maintain both on-site and off-site backups using standard commercial data backup procedures.

5.0 Performance Standards

The required performance standards and/or quality levels are included in the Quality Assurance Surveillance Plan (QASP). The three critical areas items that will be used to measure performance success are schedule performance, on-time CDRL completion and quality. The "Performance Requirements Summary Tables" provided in the QASP identify each of the three areas in more detail and includes the specific method of surveillance, inspection cycle, performance requirements, performance standard/AQL, sampling procedure and inspection procedure.

6.0 Contract Data Requirements List (CDRL)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423.

7.0 Miscellaneous

7.1 Contractor Port Engineers may be permitted to utilize Government Furnished Electric Vehicles (to be used on base only), if available and associated permission are obtained in advance.

7.2 During the contract period of performance new industry standard certification levels will be identified by the

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COR with an associated implementation schedule. Some of these certifications may be acquired via Government sponsored training. The contractor shall maintain certifications to coincide with the changing certification environment. All contract personnel certifications will be released to the COR.

REIMBURSEMENT OF TRAVEL COSTS

(a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

Medical Examinations

Immunization

Passports, visas, etc.

Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD

Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides

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shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

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SECTION D PACKAGING AND MARKING

1.0 GENERAL

There are no packaging or marking requirements for the services to be provided in response to the Task Order unless otherwise indicated by the Contracting Officer Representative(COR). All requirements for packaging and marking of documents associated with these services shall be packaged, packed and marked in accordance with Section D of the MAC contract.

2.0 DATA PACKAGE LANGUAGE

- 2.1 All unclassified data shall be prepared for shipment in accordance with best commercial practices.
- 2.2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Programming Operating Manual (NISPOM), DoD 5220.22-M dated January 1995.

3.0 MARKING OF REPORTS

- 3.1 All reports delivered by the Contractor to the Government under this Task Order shall prominently show on the cover of the report the following information:
 - 3.1.1 Name and business address of the Contractor
 - 3.1.2 Contract Number
 - 3.1.3 Task Order Number
 - 3.1.4 Sponsoring Activity

All Deliverables shall be packaged and marked IAW Best Commercial Practice

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed in accordance with the basic MAC contract.

In accordance with Section E of the MAC contract, all cost reimbursement MAC terms are incorporated at the Task Order level for any ordered items. These include the following clauses from Section E of the MAC contract:

52.246-5 Inspection of Services-Cost Reimbursement (Apr 1984)

52.247-34 F.O.B. Destination (Nov 1991)

252.246-7000 Material and Inspection Receiving Report (Mar 2008)

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SECTION F DELIVERABLES OR PERFORMANCE

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

7160	7/27/2015 - 9/26/2015
7170	7/27/2015 - 9/26/2015
7260	9/27/2015 - 9/26/2016
7270	9/27/2015 - 9/26/2016
7271	9/27/2015 - 9/26/2016
7360	9/27/2016 - 9/26/2017
7361	9/27/2016 - 9/26/2017
7370	9/27/2016 - 9/26/2017
7371	9/27/2016 - 9/26/2017
7460	9/27/2017 - 9/26/2018
7461	9/27/2017 - 9/26/2018
7470	9/27/2017 - 9/26/2018
7471	9/27/2017 - 9/26/2018
7560	9/27/2018 - 9/26/2019
7570	9/27/2018 - 9/26/2019
9160	7/27/2015 - 9/26/2015
9170	7/27/2015 - 9/26/2015
9260	9/27/2015 - 9/26/2016
9270	9/27/2015 - 9/26/2016
9271	9/27/2015 - 9/26/2016
9360	9/27/2016 - 9/26/2017
9361	9/27/2016 - 9/26/2017
9370	9/27/2016 - 9/26/2017
9371	9/27/2016 - 9/26/2017
9460	9/27/2017 - 9/26/2018
9470	9/27/2017 - 9/26/2018
9471	9/27/2017 - 9/26/2018
9560	9/27/2018 - 9/26/2019
9570	9/27/2018 - 9/26/2019

PERIOD OF PERFORMANCE

Services to be furnished hereunder shall be performed and completed as follows:

SLIN	Funding	Base or Option #	PoP
7160/9160	O&MN	Base (BSO 60 FFC)	7/27/2015-9/26/2015
7161/9161	O&MN	Surge Base (BSO 60 FFC)	7/27/2015-9/26/2015
7170/9170	O&MN	Base (BSO 70 PACFLT)	7/27/2015-9/26/2015
7171/9171	O&MN	Surge Base (BSO 70 PACFLT)	7/27/2015-9/26/2015
7260/9260	O&MN	Option Period 1 (BSO 60 FFC)	9/27/2015-9/26/2016
7261/9261	O&MN	Surge Option Period 1 (BSO 60 FFC)	9/27/2015-9/26/2016

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7270/9270	O&MN	Option Period 1 (BSO 70 PACFLT)	9/27/2015-9/26/2016
7271/9271	O&MN	Surge Option Period 1 (BSO 70 PACFLT)	9/27/2015-9/26/2016
7360/9360	O&MN	Option Period 2 (BSO 60 FFC)	9/27/2016-9/26/2017
7361/9361	O&MN	Surge Option Period 2 (BSO 60 FFC)	9/27/2016-9/26/2017
7370/9370	O&MN	Option Period 2 (BSO 70 PACFLT)	9/27/2016-9/26/2017
7371/9371	O&MN	Surge Option Period 2 (BSO 70 PACFLT)	9/27/2016-9/26/2017
7460/9460	O&MN	Option Period 3 (BSO 60 FFC)	9/27/2017-9/26/2018
7461/9461	O&MN	Surge Option Period 3 (BSO 60 FFC)	9/27/2017-9/26/2018
7470/9470	O&MN	Option Period 3 (BSO 70 PACFLT)	9/27/2017-9/26/2018
7471/9471	O&MN	Surge Option Period 3 (BSO 70 PACFLT)	9/27/2017-9/26/2018
7560/9560	O&MN	Option Period 4 (BSO 60 FFC)	9/27/2018-9/26/2019
7561/9561	O&MN	Surge Option Period 4 (BSO 60 FFC)	9/27/2018-9/26/2019
7570/9570	O&MN	Option Period 4 (BSO 70 PACFLT)	9/27/2018-9/26/2019
7571/9571	O&MN	Surge Option Period 4 (BSO 70 PACFLT)	9/27/2018-9/26/2019
7660/9660	O&MN	Continuity of Services CLIN (BSO 60 FFC)	9/27/2019-11/26/2019
7670/9670	O&MN	Continuity of Services CLIN (BSO 70 PACFLT)	9/27/2019-11/26/2019

*Option 1, 2, 3 and 4 Period of Performance is dependent upon exercising the options in accordance with 52.217-9 listed in Section I of the solicitation.

DELIVERY OF DATA (OCT 1992)

Place and time of delivery of data shall be as specified on the CDRL (Contract Data Requirements List) which is an exhibit to this contract, unless delivery is deferred at the Government's option by written order of the Contracting Officer.

PLACE OF PERFORMANCE:

Services to be performed hereunder will be provided at homeports including Norfolk, VA; Mayport FL; Rota, Spain; Gaeta, Italy; San Diego, CA; Everett, WA; Honolulu, HI; Yokosuka and Sasebo, Japan; Singapore; and Manama, Bahrain.

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SECTION G CONTRACT ADMINISTRATION DATA

INVOICING AND PAYMENT (WAWF) INSTRUCTIONS

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor "Quick Reference" Guides are located at the following web site:
<http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, receiving reports etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for each file is not to exceed 2MB. Multiple attachments are allowed.

(b) The following information, regarding invoice routing DODAAC's, must be entered for completion of the invoice in WAWF:

	Routing Table	Contracting Officer Notes
WAWF Invoice Type	Cost Voucher	-- Select 2-in-1 for FFP Services Only. -- Select Combo for Supplies, or Supplies AND FFP Services. -- Select Cost Voucher for all Cost Type Contracts. If none of the above applies, please call 1-800-559-WAWF (9293).
Contract Number	N00178-14-D-7979	-(Enter Contract Number)
Delivery Order Number	NW01	-(Enter DO Number)
Issuing Office DODAAC	N00244	-(Enter DODAAC of the activity issuing the contact.)
Admin Office DODAAC	S2404A	-(Enter Contract Admin Office DODAAC)
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)	N00070	-(Enter Inspector DODAAC (plus extension if applicable.))
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	N00070	-(Enter DODAAC (plus extension, if applicable.))
Acceptance At Other		-(Enter Other Acceptance Address if different from above (plus extension if applicable))

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Local Processing Office (Certifier)		- Enter LPO DODAAC (Local Admin) (plus extension, if applicable)) or leave blank.
DCAA Office DODAAC (Used on Cost Voucher's only)	HAA47B	-(Enter DCAA Office DODAAC when Applicable) - Check on DCAA website: www.dcaa.mil/
Paying Office DODAAC	HQ0338	- Enter Paying Office DODAAC located on Contract.)
Acceptor/COR Email Address	██████████	-(Enter the Acceptor Email address for this Contract if applicable)

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable documentation that supports payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF must also be provided to each point of contact identified in section (d) of this clause by email. If the invoice and/or receiving report are delivered in the email as an attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role
██████████	██████████	██████████	██████

CONTRACT ADMINISTRATION FUNCTIONS

In addition to the Contract Administration functions authorized by FAR 42.302, the Administrative Contracting Officer (ACO) at

[] is authorized to perform the following administrative functions as checked below:

[] Negotiate or negotiate and execute supplemental agreements incorporating contractor proposals resulting from change orders issued under the Changes clause. Before completing negotiations, coordinate any delivery schedule change with the Principal Contracting Officer (PCO).

[] Negotiate prices and execute priced exhibits for unpriced orders issued by the PCO under basic ordering agreements.

[] Negotiate or negotiate and execute supplemental agreements changing contract delivery schedules.

[] Negotiate or negotiate and execute supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements.

[] Issue amended shipping instructions and, when necessary, negotiate and execute supplemental agreements incorporating contractor proposals resulting from these instructions.

[] Negotiate changes to interim billing prices.

[] Negotiate and definitize adjustments to contract prices resulting from exercise of the Economic Price

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Adjustment
Clause.

[] Execute supplemental agreements on firm-fixed price supply contracts to reduce required contract line item quantities and deobligate excess funds when notified by the contractor of an inconsequential delivery shortage, and it is determined that such action is in the best interests of the Government, notwithstanding the default provisions of the contract. Such action will be taken only upon the written request of the contractor and, in no event shall the total downward contract price adjustment resulting from an inconsequential delivery shortage exceed \$250.00 or 5 percent of the contract price, whichever is less.

[] Execute supplemental agreements to permit a change in place of inspection at origin specified in firm fixed-price supply contracts awarded to nonmanufacturers, as deemed necessary to protect the Government's interests.

[] Prepare evaluations of contractor performance in accordance with subpart 42.15.

Any additional contract administration functions not listed in 42.302(a) and (b), or not otherwise delegated, remain the responsibility of the contracting office.

CONTRACTUAL AUTHORITY AND COMMUNICATIONS

(a) Functions: The Contracting Officer for this contract is identified on the basic contract. Only the Contracting Officer can change the basic contract, and the Contracting Officer maintains primacy over the contract and all its task orders. The Contracting Officer of this Task Order is a warranted Contracting Officer of the Fleet Logistics Center, San Diego, CA. Unless otherwise noted, all references to "Contracting Officer" in the text of this task order and the basic contract refer to the Task Order Contracting Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Contracting Officer at any time.

(b) Authority: The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing and signed by the Contracting Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Contracting Officer is: Name: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]

(d) The Task Order Negotiator is: Name: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]

(e) Interim Ombudsman for the Fleet Logistics Center, San Diego CA is:
Name: [REDACTED]
Phone: [REDACTED]
Email: [REDACTED]

CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (JUN 2011)

The contractor's senior technical representative, point of contact for performance under this task order is:

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Name: [REDACTED]
Title: [REDACTED]
Mailing Address: [REDACTED],
[REDACTED]
Email: [REDACTED]

252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

Accounting Data

SLINID	PR Number	Amount
7160	N0006015RC4AE7B	[REDACTED]
LLA :		
AA 1751804 60BA 257 00060 R 068732 2D C4AE7B 636775S1CR4P		
Standard Number: N0006015RC4AE7B		
7170	N0007015RCK1095	[REDACTED]
LLA :		
AB 1751804 70BA 257 00070 R 045924 2D CK1095 0007051095KP		
Standard Number: N0007015RCK1095		
9160	N0006015RC4AE7B	[REDACTED]
LLA :		
AA 1751804 60BA 257 00060 R 068732 2D C4AE7B 636775S1CR4P		
Standard Number: N0006015RC4AE7B		
9170	N0007015RCK1095	[REDACTED]
LLA :		
AB 1751804 70BA 257 00070 R 045924 2D CK1095 0007051095KP		
Standard Number: N0007015RCK1095		
BASE Funding [REDACTED]		
Cumulative Funding [REDACTED]		
MOD 01		
7260	N0006015RC4AE7B 0001	[REDACTED]0
LLA :		
AA 1751804 60BA 257 00060 R 068732 2D C4AE7B 636775S1CR4P		
Standard Number: N0006015RC4AE7B 0001		
7270	N0007015RCK1095 0002	[REDACTED]
LLA :		
AB 1751804 70BA 257 00070 R 045924 2D CK1095 0007051095KP		
Standard Number: N0007015RCK1095 0002		
7271	N0007015RCK1095 0002	[REDACTED]
LLA :		
AB 1751804 70BA 257 00070 R 045924 2D CK1095 0007051095KP		
Standard Number: N0007015RCK1095 0002		
9260	N0006015RC4AE7B 0001	[REDACTED]
LLA :		
AA 1751804 60BA 257 00060 R 068732 2D C4AE7B 636775S1CR4P		
Standard Number: N0006015RC4AE7B 0001		
9270	N0007015RCK1095 0002	[REDACTED]
LLA :		
AB 1751804 70BA 257 00070 R 045924 2D CK1095 0007051095KP		

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Standard Number: N0007015RCK1095 0002

9271 N0007015RCK1095 0002

LLA :

AB 1751804 70BA 257 00070 R 045924 2D CK1095 0007051095KP

Standard Number: N0007015RCK1095 0002

MOD 01 Funding

Cumulative Funding

MOD 02 Funding

Cumulative Funding

MOD 03

7170 N0007015RCK1095

LLA :

AB 1751804 70BA 257 00070 R 045924 2D CK1095 0007051095KP

Standard Number: N0007015RCK1095

MOD 03 Funding

Cumulative Funding

MOD 04

7360 N0006016RC4AE4G

LLA :

AC 1761804 60BA 257 00060 R 068732 2D C4AE4G 636776S1CR4P

Standard Number: N0006016RC4AE4G

BSO 60 FFC

7361 N0006016RC4AE4G

LLA :

AC 1761804 60BA 257 00060 R 068732 2D C4AE4G 636776S1CR4P

Standard Number: N0006016RC4AE4G

BSO 60 FFC

7370 R5382416RCK2346

LLA :

AD 1761804 70BD 257 53824 R 060957 2D CK2346 538246VUK01Q

Standard Number: R5382416RCK2346

BSO 70 PACFLT

7371 R5382416RCK2346

LLA :

AD 1761804 70BD 257 53824 R 060957 2D CK2346 538246VUK01Q

Standard Number: R5382416RCK2346

BSO 70 PACFLT

9360 N0006016RC4AE4G

LLA :

AC 1761804 60BA 257 00060 R 068732 2D C4AE4G 636776S1CR4P

Standard Number: N0006016RC4AE4G

BSO 60 FFC

9361 N0006016RC4AE4G

LLA :

AC 1761804 60BA 257 00060 R 068732 2D C4AE4G 636776S1CR4P

Standard Number: N0006016RC4AE4G

BSO 60 FFC

9370 R5382416RCK2346

LLA :

AD 1761804 70BD 257 53824 R 060957 2D CK2346 538246VUK01Q

Standard Number: R5382416RCK2346

BSO 70 PACFLT

9371 R5382416RCK2346

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LLA :
AD 1761804 70BD 257 53824 R 060957 2D CK2346 538246VUK01Q
Standard Number: R5382416RCK2346
BSO 70 PACFLT

MOD 04 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 05

746001 N0006017RC4AE4G [REDACTED]
LLA :
AE 1771804 60BA 257 00060 R 068732 2D C4AE4G 636777S1CP4Q
Standard Number: N0006017RC4AE4G

746101 N0006017RC4AE4G [REDACTED]
LLA :
AE 1771804 60BA 257 00060 R 068732 2D C4AE4G 636777S1CP4Q
Standard Number: N0006017RC4AE4G

747001 R5382417RCK7391 [REDACTED]
LLA :
AF 1771804 70BD 257 53824 R 060957 2D CK7391 538247VUK01Q
Standard Number: R5382417RCK7391

747101 R5382417RCK7391 [REDACTED]
LLA :
AF 1771804 70BD 257 53824 R 060957 2D CK7391 538247VUK01Q
Standard Number: R5382417RCK7391

946001 N0006017RC4AE4G [REDACTED]
LLA :
AE 1771804 60BA 257 00060 R 068732 2D C4AE4G 636777S1CP4Q
Standard Number: N0006017RC4AE4G

947001 R5382417RCK7391 [REDACTED]
LLA :
AF 1771804 70BD 257 53824 R 060957 2D CK7391 538247VUK01Q
Standard Number: R5382417RCK7391

947101 R5382417RCK7391 [REDACTED]
LLA :
AF 1771804 70BD 257 53824 R 060957 2D CK7391 538247VUK01Q
Standard Number: R5382417RCK7391

MOD 05 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 06

7160 N0006015RC4AE7B [REDACTED]
LLA :
AA 1751804 60BA 257 00060 R 068732 2D C4AE7B 636775S1CR4P
Standard Number: N0006015RC4AE7B

7260 N0006015RC4AE7B 0001 [REDACTED]
LLA :
AA 1751804 60BA 257 00060 R 068732 2D C4AE7B 636775S1CR4P
Standard Number: N0006015RC4AE7B 0001

9160 N0006015RC4AE7B [REDACTED]
LLA :
AA 1751804 60BA 257 00060 R 068732 2D C4AE7B 636775S1CR4P
Standard Number: N0006015RC4AE7B

9260 N0006015RC4AE7B 0001 [REDACTED]
LLA :
AA 1751804 60BA 257 00060 R 068732 2D C4AE7B 636775S1CR4P

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Standard Number: N0006015RC4AE7B 0001

MOD 06 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 07 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 08

746001 N0006017RC4AE4G [REDACTED]
LLA :
AE 1771804 60BA 257 00060 R 068732 2D C4AE4G 636777S1CP4Q
Standard Number: N0006017RC4AE4G

746101 N0006017RC4AE4G [REDACTED]
LLA :
AE 1771804 60BA 257 00060 R 068732 2D C4AE4G 636777S1CP4Q
Standard Number: N0006017RC4AE4G

MOD 08 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 09 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 10

7560 N0006018RC4AE4G [REDACTED]
LLA :
AG 1781804 60BA 257 00060 R 068732 2D C4AE4G 636778S1CP4Q
Standard Number: N0006018RC4AE4G

7570 R5382418RCK8508 [REDACTED]
LLA :
AH 1781804 70BD 257 53824 R 060957 2D CK8508 538248VUK01D
Standard Number: R5382418RCK8508

9560 N0006018RC4AE4G [REDACTED]
LLA :
AG 1781804 60BA 257 00060 R 068732 2D C4AE4G 636778S1CP4Q
Standard Number: N0006018RC4AE4G

9570 R5382418RCK8508 [REDACTED]
LLA :
AH 1781804 70BD 257 53824 R 060957 2D CK8508 538248VUK01D
Standard Number: R5382418RCK8508

MOD 10 Funding [REDACTED]
Cumulative Funding [REDACTED]

MOD 11

7560 N0006018RC4AE4G [REDACTED]
LLA :
AG 1781804 60BA 257 00060 R 068732 2D C4AE4G 636778S1CP4Q
Standard Number: N0006018RC4AE4G

MOD 11 Funding [REDACTED]
Cumulative Funding [REDACTED]

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SECTION H SPECIAL CONTRACT REQUIREMENTS

ORGANIZATIONAL CONFLICT OF INTEREST

The Organizational Conflict of Interest clause in the contractor's basic Seaport-E MAC contract is incorporated by reference. Award will only be made to an offeror that has no organizational conflict of interest as defined in FAR 9. or that the Government determines has provided a satisfactory mitigation plan. Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest.

ORGANIZATIONAL CONFLICT OF INTEREST

A. Introduction

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest. The contract requires the contractor, herein defined, to provide contractor port engineering technical and management support, professional consulting services, or other administrative support to Department of Navy Port Engineering Program, an activity end-user. The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that the opinions and recommendations provided in this contract are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this contract will not be improperly exploited to affect competition or released in contravention of the Trades Secret Act or the Privacy-Act.

B. Definitions

- (1) "Contractor" means the firm awarded this contract or task order and shall include any affiliate, employee, agent, subcontractor (at any tier), officer, subsidiary or parent contractor.
- (2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement.
- (3) "Interest" means organizational or financial interest;
- (4) "Term of this task order" means the period of performance of any task order issued with this restriction, including any extensions thereto; and
- (5) "Contracting Officer" is the warranted Government official signing this contract or task order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

B. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST

By submitting a proposal in response to this contract, the Contractor warrants that neither it, nor its affiliates, is an interested offeror in any solicitation requiring it to provide products/services to be evaluated under this contract.

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

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C. PROSPECTIVE RESTRICTIONS ON CONTRACTING:

The Contractor, as broadly defined above, agrees that until such time as the current contract is completed, plus three years, neither it nor its affiliates shall: a) propose in response to any requirements arising out of this contract; b) create for themselves an interest in any contract related to or resulting from the current consulting contract; or, c) consult or discuss with any potential offeror any aspects of work under the contract.

The Contractor, as broadly defined herein, is prohibited from providing to Navy any repairs or industrial repair services, shipboard IT/software services advanced planning for repair services, design services for alterations or repairs, installations, repair or alternation engineering or planning services, equipment or system grooms, or shipboard assessment services for any ship system, component, end item or part thereof for any Navy ship which has a contractor port engineer, combat systems or maintenance manager assigned under this contract. These restrictions, as thers set forth herein, shall survive contract performance and shall be effective for three (3) years after contract erformance, inclusive of options. Nothing in these restrictions shall operate to preclude the Contractor, as broadly defined herein, from participating in a follow-on contract or task order to this procurement. As indicated in the definition of contractors, these terms and conditions shall be binding at all tiers – to include subcontractors, who shall agree in writing to these terms and conditions in their respective subcontracts.

D. RESTRICTIONS ON DISCLOSURE

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

In accordance with FAR 9.505-4, Contractor may access third-party procurement sensitive or trade-secret information after execution of an agreement with the third-party agreeing to protect the information from unauthorized use or disclosure. Contractor shall immediately notify the Contracting Officer if it has been tasked to access such data; and, it shall promptly execute an agreement with any third-party providing that data, prior to reviewing, manipulating or otherwise, accessing such data. If no agreement is reached (copy to be furnished to the contracting officer), the Contractor shall cease and desist any further actions resulting in accessing third party trade-secret information and contact the Contracting Officer for further guidance.

If Contractor will access third-party procurement sensitive or trade-secret information, it shall require its “affiliates” as defined herein to execute a document defining any financial holdings. If an affiliate has in fact a financial conflict of interest (i.e. holds an interest in any such third party and/or a competitor to that third party), the contractor shall replace that affiliate or employee in accordance with contract terms and conditions, as set forth herein. Contractor shall report such action to the Contracting Officer.

Under no circumstances shall any such data be commercially exploited and/or otherwise released to any party without the express approval of the Contracting Officer.

E. GOVERNMENT REMEDY

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

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

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NOTIFICATION OF USE OF FORMER/RETIRED MILITARY AND/OR SENIOR EXECUTIVE SERVICE PERSONNEL

If the contractor intends to use the services of a former or retired Flag or General Officer, or former or retired member of the Senior Executive Service in the performance of this contract and/or any task order issued under this contract, the contractor shall notify the contracting officer of the name of such individual including a description of the service such individual will be performing, the military branch from which individual retired or separated, and their rank or SES position at time of separation. Such notification shall be provided in writing prior to performance of services under the contract and/or task order by such individual.

SUBSTITUTION OR ADDITION OF PERSONNEL

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

(b) The offeror agrees that:

*during the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

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

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

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

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

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

TECHNICAL DIRECTION

(a) When necessary, technical direction or clarification concerning the details of specific tasks set forth in the

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contract shall be given through issuance of Technical Direction Letters (TDLs) by the Contracting Officer's Representative (COR).

(b) Each TDL shall be in writing and shall include, as a minimum, the following information:

- (1) Date of TDL;
- (2) Contract and TDL number;
- (3) Reference to the relevant section or item in the statement of work; (4) Signature of COR;
- (5) A copy shall be sent to the Contracting Officer for review.

(c) Each TDL issued hereunder are subject to the terms and conditions of this contract; and in no event shall technical directions constitute an assignment of new work or changes of such nature as to justify any adjustment to the fixed fee, estimated costs, or delivery terms under the contract. In the event of a conflict between a TDL and this contract, the contract shall control.

(d) When, in the opinion of the contractor, a technical direction calls for effort outside the contract statement of work, the Contractor shall notify the COR and the Contracting Officer thereof in writing within two (2) working days of having received the technical direction in question. The Contractor shall undertake no performance to comply with the technical direction until the matter has been resolved by the Contracting Officer through formal contract modification or other appropriate action.

(e) Oral technical directions may be given by the COR only in emergency circumstances, and provided that any or technical direction is reduced to writing by the COR within two (2) working days of its issuance.

(f) Amendment to a TDL shall be in writing and shall include the information set forth in paragraph (b) above. A TDL may be amended orally only by the COR in emergencies; oral amendments shall be confirmed in writing within two (2) working days from the time of the oral communication amending the TDL by a TDL modification.

(g) Any effort undertaken by the Contractor pursuant to oral or written technical directions issued other than in accordance with the provisions herein shall be at the Contractor's risk of not recovering related costs incurred and corresponding proportionate amount of fixed fee, if any.

LIABILITY INSURANCE (COST TYPE CONTRACTS)

The following types of insurance are required in accordance with the clause entitled "INSURANCE-LIABILITY TO THIRD PERSONS" (FAR 52.228-7) and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

COST LIMITATION CEILINGS ON INDIRECT RATES

If an offeror proposes cost limitation ceilings on indirect rates the offeror is advised that the Government may evaluate the offeror's cost proposal accordingly. The decision to propose cost limitation ceilings is the offeror's decision. In the event the offeror proposes indirect rate limitations, these same ceiling rate limitations may be incorporated into any resultant contract without discussion. Under any cost reimbursement contract, the indirect rates billed shall be limited to the ceiling rate(s) identified in the contract. Any costs incurred above ceiling rates are not allowable.

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APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

Name: [REDACTED]

Code: [REDACTED]

Mailing Address: [REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

Name:

Code:

Mailing Address:

Telephone:

Email:

(c) The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order).

(d) It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract (or delivery/task order) is requested, the contractor shall promptly notify the PCO in writing. No action shall be taken by the contractor under such direction unless the PCO or ACO has issued a contractual change or otherwise resolved the issue.

TRUSTWORTHINESS SECURITY - NAVY CONTRACT/TASK ORDERS

Purpose: Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although these contracts are not classified and therefore contractor employees are not required to have obtained a National Agency Check (NAC) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Contractors whose work involves access to sensitive unclassified information warrants a judgement of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

--Each contractor employee will have a favorably completed National Agency Check (NAC).

--If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.

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--If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

--In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

- (a) Foreign National is employed by DOD, or
- (b) Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or
- (c) Foreign National possesses a current Visit Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H), which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website <http://www.dss.mil/epsq/index.htm>. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to (DSS) who will conduct the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure.

SOFA ARTICLE XIV STATUS

(a) Awardee may apply for Article XIV status under the United States – Japan Status of Forces Agreement (SOFA). Offers shall be prepared based on the assumption that SOFA Article XIV status will be granted by Government in consultation with the Government of Japan. If the Government determines that Awardee does not qualify for SOFA Article XIV status or that SOFA Article XIV status is otherwise inappropriate, an equitable adjustment shall be made to the cost/price and other appropriate terms of the contract. Persons, including corporations organized under the laws of the United States, and their employees who are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces may acquire privileged status under SOFA Article XIV. Such contractors and contractor employees are eligible for agency privileges and benefits under the SOFA but otherwise remain subject to the laws and regulations of Japan. Neither SOFA Article XIV nor SOFA Article I(b) status and privileges extend to dependents of SOFA Article XIV contractors or contractor employees.

(b) Procedures.

(1) Formal application for SOFA Article XIV status shall be made to HQ USFJ only after the contract has been awarded and the contractor's place of operation in Japan has been determined.

(2) A contractor seeking SOFA Article XIV status for itself and its employees shall submit the following to the Contracting Officer as part of its offer:

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(i) Proof that the contractor is a person ordinarily resident in the United States or a corporation organized under the

laws of the United States and that its presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces; and

(ii) Proof that the contractor's employees are persons ordinarily resident in the United States and that their presence in Japan is solely for the purpose of performing work under contracts with the United States for the benefit of the United States armed forces.

(3) The Contracting Officer shall make the initial determination whether the contractor qualifies for SOFA Article XIV status. Upon a determination of qualification, the Contracting Officer shall forward a request for designation through component channels to Commander, United States Forces, Japan, ATTN: USFJ/J5, Unit 5068, APO AP 96328. The request shall include the items requested in subparagraph (b)(2), a full explanation of the necessity of using a United States contractor, and relevant documentation. See USFJ Instruction 64-102 for further details.

(4) HQ USFJ shall make the final determination on the contractor's SOFA Article XIV status upon consultation with the Government of Japan.

(5) Upon receipt of HQ USFJ approval, the Contracting Officer shall issue Letters of Identification indicating SOFA Article XIV status has been granted to the contractor and contractor employees.

(6) Once a contractor has been designated under SOFA Article XIV, it is not necessary that it be redesignated if a follow-on contract is awarded to that contractor; provided the new contract does not involve a material change from the work under which the SOFA Article XIV designation was originally granted and there is no significant delay between completion of the existing contract and initiation of performance under the follow-on contract.

(c) SOFA Article XIV privileges and benefits. In accordance with SOFA Article XIV, paragraphs 3 through 8, upon certification by appropriate United States authorities as to their identity, such persons and their employees shall be accorded the following benefits of the SOFA. Note: Privileges and benefits afforded under SOFA Article XIV do not extend to dependents/family members.

(1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;

(2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;

(3) Exemption from customs duties and other such charges on furniture and household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraph 3;

(4) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other nonappropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;

(5) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;

(6) The use of postal facilities as provided for in SOFA Article XXI;

(7) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment except that such exemption shall not apply to the employment of local nationals in Japan;

(8) Exemption from taxes and similar charges of Japan on depreciable assets except houses, held, used, or transferred for the execution of contracts referenced in subparagraph (a);

(9) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan. No exemption from taxes payable for the use of roads by private vehicles is provided under SOFA Article XIV;

(10) Exemption from income or corporation taxes of the Government of Japan or any other taxing agency in Japan on any income derived under a contract made in the United States with the Government of the United States in connection with the construction, maintenance or operation of any of the facilities or area covered by the SOFA. The provisions of this paragraph do not exempt such persons from payment of income or corporation taxes on income derived from Japanese sources;

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(11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

SOFA ARTICLE I(b) STATUS

(a) SOFA Article I(b) status. Individuals including, but not limited to, technical advisors, consultants, entertainers serving under contracts with the United States for the provision of services in support of U.S. armed forces in Japan,

and whose presence is required in Japan to provide such services, may acquire SOFA status in Japan as part of the civilian component under Article I(b) of the SOFA. Note SOFA Article I(b) does not create a lawful status in Japan for any entity other than individuals (e.g., the corporation employing the individual). To qualify for SOFA status under SOFA Article I(b), such individuals must be:

- (1) United States nationals,
- (2) not ordinarily resident in Japan (or if ordinarily resident in Japan, receive permission from the GOJ to change status following the procedures set out in USFJI 36-2611, Changes of Status by Person in Japan to One of the Categories Authorized by the Status of Forces Agreement),
- (3) present in Japan at the invitation of the United States, and solely for the purpose of executing contracts for the benefit of the United States armed forces (including Foreign Military Sales contracts), and,
- (4) not contractors, employees of a contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV.

(b) SOFA Article I(b) procedures. Contractor personnel must obtain a Letter of Identification from Contracting Officer to authorize entry into Japan under SOFA Article I(b) and to identify which Article I (b) privileges and benefits will be provided to each employee/dependent. Contractor shall, in writing, identify all contractor personnel and accompanying dependents eligible for SOFA Article I(b) status to the Contracting Officer.

(c) SOFA Article I(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half their support upon an individual having SOFA Article I(b) status, parents and children over 21) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee/dependent and to not inure to the employer.

- (1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;
- (2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;
- (3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;

(4) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;

(5) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the (1) United States nationals,

(2) not ordinarily resident in Japan (or if ordinarily resident in Japan, receive permission from the GOJ to change status following the procedures set out in USFJI 36-2611, Changes of Status by Person in Japan to One of the Categories Authorized by the Status of Forces Agreement),

(3) present in Japan at the invitation of the United States, and solely for the purpose of executing contracts for the benefit of the United States armed forces (including Foreign Military Sales contracts), and,

(4) not contractors, employees of a contractor whose presence in Japan is solely for the purpose of executing contracts within the definition of SOFA Article XIV.

(b) SOFA Article I(b) procedures. Contractor personnel must obtain a Letter of Identification from Contracting Officer to authorize entry into Japan under SOFA Article I(b) and to identify which Article I (b) privileges and

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benefits will be provided to each employee/dependent. Contractor shall, in writing, identify all contractor personnel and accompanying dependents eligible for SOFA Article I(b) status to the Contracting Officer.

(c) SOFA Article I(b) privileges and benefits. Persons granted authority to enter Japan under SOFA Article I(b) and their dependents (defined as spouse, children under 21, and, if dependent for over half their support upon an individual having SOFA Article I(b) status, parents and children over 21) shall be accorded the following benefits of the SOFA. These privileges are personal to the employee/dependent and to not inure to the employer.

- (1) Access to and movement between facilities and areas in use by the United States armed forces and between such facilities and areas and the ports or airports of Japan as provided for in SOFA Article V, paragraph 2;
- (2) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX;
- (3) Acceptance as valid by Japan, without a driving test or fee, a U.S. Forces, Japan Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation;
- (4) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States armed forces furniture, household goods for private use imported by person when they first arrive to work in Japan, vehicles and parts imported for private use, and reasonable quantities of clothing and household goods for everyday private use which are mailed into Japan through United States military post offices as provided for in SOFA Article XI, paragraphs 2 and 3;
- (5) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in SOFA Article XII, paragraph 7, except that such exemption shall not apply to the employment of local nationals in Japan;
- (6) Exemption from Japanese taxes to the Government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States armed forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources;
- (7) If authorized by the installation commander or designee, the right to use Navy exchanges, post exchanges, base exchanges, commissaries, messes, social clubs, theaters, newspapers and other nonappropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV;
- (8) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in SOFA Article XIX, paragraph 2;
- (9) The use of postal facilities as provided for in SOFA Article XXI;
- (10) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.
- (11) Japan authorities have the right to exercise jurisdiction over SOFA personnel in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.

LOGISTIC SUPPORT

Contractor (if awarded Article XIV status), contractor personnel, and in the case of contractor personnel granted SOFA Article I(b) status, dependents, shall, subject to availability as determined by the installation commander or designee, be provided logistic support including, but not limited to, the items below [indicate appropriate support based upon coordination with installation commander or designee].

- (a) Navy, Base or Post Exchange, exchange service stations, theaters, and commissary (Article I(b) personnel/dependents and Article XIV personnel only);
- (b) Laundry and dry cleaning;
- (c) Military banking facilities (Article I(b) personnel/dependents and Article XIV personnel only);
- (d) Transient billeting facilities;
- (e) Open mess (club) membership, as determined by each respective club (Article I(b) personnel/dependents and Article XIV personnel only);
- (f) Casualty assistance (mortuary services) on a reimbursable basis;

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(g) Routine medical care on a reimbursable basis for U.S. citizens and emergency medical care on a reimbursable basis for non-U.S. citizens;

(h) Dental care, limited to relief of emergencies on a reimbursable basis;

(i) Department of Defense Dependent Schools on a space-available and tuition-paying basis;

(j) Postal support, as authorized by military postal regulations (Article I(b) personnel/dependents and Article XIV personnel only);

(k) Local recreation services on a space-available basis;

(l) Issuance of U.S. Forces, Japan Operator's Permit (Article I(b) personnel/dependents and Article XIV personnel only);

(m) Issuance of vehicle license plates (Article I(b) personnel/dependents and Article XIV personnel only).

Further Information. Representatives of the United States Government seeking further information on the legal issues addressed in this paper may contact 5 AF/JA. Contractors and contractor personnel with questions or concerns are encouraged to contact the Government representative administering their contract. 5AF/JA may be reached at: DSN:

315-225-7717; Commercial: 011-81-3117-55-7717; E-mail: 5af.ja.v3@yokota.af.mil

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SECTION I CONTRACT CLAUSES

Note: The following clauses are incorporated by reference in this Task Order; however, all applicable clauses incorporated by reference in the basic MAC contract also apply.

CLAUSES INCORPORATED BY REFERENCE

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)

52.204-2 SECURITY REQUIREMENTS (AUG 1996)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACTS AWARDS (JUL 2010)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING (SEP 2006)

52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)

52.215-13 SUBCONTRACTOR COST OR PRICING DATA -- MODIFICATIONS (OCT 1997)

52.215-22 LIMITATIONS ON PASS-THOUGH CHARGES - IDENTIFICATION OF SUBCONTRACTOR EFFORT (OCT 2009)

52.215-23 LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET ASIDE (NOV 2011)

52.219-14 LIMITATIONS ON SUBCONTRACTING (NOV 2011)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACTS (JAN 2013)

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)

52.224-1 PRIVACY ACT NOTIFICATION (APR 1984)

52.224-2 PRIVACY ACT (APR 1984)

52.228-7 INSURANCE—LIABILITY TO THIRD PERSONS (MAR 1996)

52.232-20 LIMITATION OF COST (APRIL 1984)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR

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1984)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

52.245-9 USE AND CHARGES (AUG 2010)

52.246-25 LIMITATION OF LIABILITY-SERVICES (FEB 1997)

52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)

para (a) fill-in: Fleet Logistics Center San Diego para (b) fill-in: Fleet Logistics Center San Diego para (b) fill-in: Task Order Number TBD
para (b) fill-in: ACO (DCMA Office) designated on page 1 of the Task Order

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011)

252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)

252.222-7006 RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)

252.227-7016 RIGHTS IN BID OR PROPOSAL INFORMATION (JUN 1995)

252.227-7030 TECHNICAL DATA-WITHHOLDING OF PAYMENT (MAR 2000)

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (SEP 1999)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (JUL 2009)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

CLAUSES INCORPORATED BY FULL TEXT:

52.216-8 Fixed Fee (Jun 2011)

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in the Schedule.
(b) Payment of the fixed fee shall be made as specified in the Schedule; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government's interest. The Contracting Officer shall release 75 percent of all fee withholds under this contract after receipt of an adequate certified final indirect cost rate proposal covering the year of physical completion of this contract, provided the Contractor has satisfied all other contract terms and conditions, including the submission of the final patent and royalty reports, and is not delinquent in submitting final vouchers on prior

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years' settlements. The Contracting Officer may release up to 90 percent of the fee withholds under this contract based on the Contractor's past performance related to the submission and settlement of final indirect cost rate proposals.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to completion of the base period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five years.

52.232-18 AVAILABILITY OF FUNDS (APR 1984)

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available by the Contracting Officer for this contract and until the contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

- (1) Furnish phase-in training; and
 - (2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

52.244-2 Subcontracts (Oct 2010)

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(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 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:

(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;

(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

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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 (b), (c), or (d) 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 allowability 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:

████████████████████
████████████████████

(End of clause)

52.247-67 SUBMISSION OF TRANSPORTATION DOCUMENTS FOR AUDIT (FEB 2006)

para (c) fill-in: ACO (DCMA Office) designated on page 1 of the Task Order

(a) The Contractor shall submit to the address identified below, for prepayment audit, transportation documents on which the United States will assume freight charges that were paid –

- (1) By the Contractor under a cost-reimbursement contract; and
- (2) By a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(b) Cost-reimbursement Contractors shall only submit for audit those bills of lading with freight shipment charges exceeding \$100. Bills under \$100 shall be retained on-site by the Contractor and made available for on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(c) Contractors shall submit the above referenced transportation documents to—
_____ (To be filled in at time of award by Contracting Officer)

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NAVSUP 5252.242-9404 REPORTING REQUIREMENTS (JAN 1992)

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

NAVSUP 5252.243-9400 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address of the Contracting Officer is: James Browley, Operational Forces Support Division Director, FLCSD San Diego Code 220, 3985 Cummings Road, Building 116-3rd Floor-South End, San Diego CA 92136-4200.

A204-9400 (1-17) Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (Jan 2017).

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

APPLICABILITY

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health Information, provide support associated with fiduciary duties, or perform duties that have been identified as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility

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or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Command's Security Manager upon arrival to the Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

ACCESS TO DOD IT SYSTEMS

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager.

Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) or T5 or T5R equivalent investigation, which is a higher level investigation than the National Agency Check with Law and Credit (NACLC)/T3/T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is

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permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Contractor employees under this contract are recognized as Non-Critical Sensitive [ADP/IT-II] positions when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC or T3 or T3R equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The investigation consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Command's Security Manager upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Command Security Manager. The Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM); Potential suitability or security issues

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identified may render the contractor employee ineligible for the assignment. An unfavorable determination is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DoD Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc. ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) or T1 investigation equivalent including a FBI fingerprint check prior to installation access.

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

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

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SECTION J LIST OF ATTACHMENTS

Attachment 1: Contract Administration Plan (CAP)

Attachment 2: Quality Assurance Surveillance Plan (QASP)

Attachment 3: Contract Data Requirements List (CDRL)

Attachment 4: Contract Security Classification Specification (DD254)--FINAL