

ORDER FOR SUPPLIES OR SERVICES (FINAL)

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1. CONTRACT NO. N00178-12-D-6753		2. DELIVERY ORDER NO. FK04		3. EFFECTIVE DATE 2015 Sep 30		4. PURCH REQUEST NO. N3029A15RC090FS		5. PRIORITY Unrated					
6. ISSUED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392 Anthony Karanikas/240 A 757-443-1965				7. ADMINISTERED BY DCMA Manassas 14501 George Carter Way Chantilly VA 20151		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)							
9. CONTRACTOR Aermor LLC 109 Main Street, Ste 3 Canton NC 28716-4440				10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS							
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW				13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G		X SMALL X SMALL DISADVANTAGED X WOMEN-OWNED							
14. SHIP TO See Section D				15. PAYMENT WILL BE MADE BY DFAS Columbus Center, South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.							
16. TYPE OF ORDER		DELIVERY/ CALL		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.							
		PURCHASE				Reference your furnish the following on terms specified herein.							
						ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
Aermor LLC				Penny A. Morgan SIGNATURE		Penny President/CEO		2015SEP25					
NAME OF CONTRACTOR				TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)							
If this box is marked, supplier must sign Acceptance and return the following number of copies:													
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule													
18. ITEM NO.		19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED *		21. UNIT		22. UNIT PRICE		23. AMOUNT		
		See Schedule											
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.					24. UNITED STATES OF AMERICA				25. TOTAL				
					BY: /s/Carissa G Butler				26. DIFFERENCES				
					09/25/2015 CONTRACTING/ORDERING OFFICER								
27a. QUANTITY IN COLUMN 20 HAS BEEN													
INSPECTED		RECEIVED		ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS				
					PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR				
f. TELEPHONE					g. E-MAIL ADDRESS		FINAL						
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT COMPLETE				34. CHECK NUMBER				
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL				35. BILL OF LADING NO.				
FULL													
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.			

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GENERAL INFORMATION

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8001	D399	COMPUTER NETWORK DEFENSE AND NETWORK OPERATIONS SUPPORT SERVICES PER THE PERFORMANCE WORK STATEMENT (O&MN,N)	12.0	MO		
800101	D399	Funding Information for CLIN 8001 (O&MN,N)				
800102	D399	Funding Information for CLIN 8001 (O&MN,N)				
8002	D399	COMPUTER NETWORK DEFENSE AND NETWORK OPERATIONS SUPPORT SERVICES PER THE PERFORMANCE WORK STATEMENT (O&MN,N) Option	12.0	MO		
8003	D399	COMPUTER NETWORK DEFENSE AND NETWORK OPERATIONS SUPPORT SERVICES PER THE PERFORMANCE WORK STATEMENT (O&MN,N) Option	12.0	MO		
8004	D399	COMPUTER NETWORK DEFENSE AND NETWORK OPERATIONS SUPPORT SERVICES PER THE PERFORMANCE WORK STATEMENT (O&MN,N) Option	12.0	MO		

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	D399	TRAVEL (O&MN,N)	1.0	LO	
9002	D399	TRAVEL (O&MN,N) Option	1.0	LO	
9003	D399	TRAVEL (O&MN,N) Option	1.0	LO	
9004	D399	TRAVEL (O&MN,N) Option	1.0	LO	

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

SEE ATTACHMENT I - Performance Work Statement

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SECTION D PACKAGING AND MARKING

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) AND MATRIX

1.0 PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

2.0 AUTHORITY

Authority for issuance of this QASP is provided under FAR 52.246-4, which provides for inspections and acceptance of the articles, services, and documentation called for in the contract to be accomplished by the Contracting Officer or their duly authorized representative.

3.0 SCOPE

The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet quality standards set forth by the contract. The QASP is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan. The Government may provide the Contractor an information copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing its plan for maintaining the levels of quality anticipated to be delivered under the terms of the contract.

4.0 RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

- **Contracting Officer** – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.
- **Task Order Manager (TOM)** – An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for the TOM is the Contracting Officer. TOM's limitations are contained in the written letter of appointment.
- **Technical Point of Contact (TPOC)** – If appointed, an individual designated in writing by the COR/TOM to act as their authorized representative to assist in administering a contract. TPOC limitations are contained in the written letter of appointment. The TPOC provides oversight of the Contractors' performance from a technical perspective and reports monthly his or her findings to the COR/TOM in a timely, complete and impartial fashion. While the

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TPOC may provide technical clarification of the Performance Work Statement (PWS) to the Contractor he/she is not empowered to alter the terms and/or conditions of the contract.

5.0 METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP. The QASP Matrix describes the methods of surveillance that may be used to monitor the services and deliverables to be provided under the contract.

- **COR/TOM Assessment** – The COR/TOM will evaluate the timeliness, quality and accuracy of reports and presentations, contract deliverables and invoices.
- **Customer Feedback** – Customer feedback may be obtained either from the results of formal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the Contractor. The Contractor shall maintain a summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file.
- **Random Checks/Inspections** – Random checks will be conducted to ensure compliance with the Standard Operating Procedures (SOP). The CO or Technical Point of Contact (TPOC) will conduct the random monitoring.

6.0 IDENTIFIED QA SURVEILLANCE ITEMS

The PBSC items that have been identified for surveillance are identified in the Performance Work Statement (PWS).

7.0 DOCUMENTATION

The TOM will maintain a complete Quality Assurance Surveillance file. The file shall contain such documents as copies of all receiving reports, evaluations, recommendations, and any other actions related to the Government's performance of the quality assurance function. All such records will be retained for the life of this contract. At a minimum, the Quality Assurance Surveillance file shall contain:

- Copies of letters of appointment for the TOM
- A copy of the contract and all modifications
- A copy of the QASP and all subsequent revisions
- The names and titles of individuals on the contract administration team
- A record of all accepted receiving reports, required documentation with the submission of each receiving report.
- Memoranda for the record or minutes of any pre-performance meetings or conferences.
- Memoranda for the record or minutes of any meetings or discussions with the contractor, or others, pertaining to the contract or contract performance or changes to the PWS.

8.0 ANALYSIS OF CONTRACTOR PERFORMANCE

The analysis of contractor performance shall be conducted at the end of each month and serves to provide a summary of the Contractor's performance to the Contracting Officer and the Contractor.

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Overall performance is important in determining whether to increase, decrease or maintain the current level of surveillance and/or whether to initiate corrective action to bring the Contractor's work up to the standards of the specification.

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QASP Matrix

Performance Element	Performance Requirement	Method of Surveillance	Acceptable Quality Level (AQL)	Procedures to be taken when performance standards are not met
PWS Compliance and Fulfillment	Tasks/Services identified in the Support Services/Qualifications/Duties Section of the PWS performed/provided by Contractor contain accurate information, are of high quality and meet agreed upon due dates. Work products (reports, presentations, technical documentation, etc.) identified in PWS Section Deliverables are of high quality and suitable for review by O-6 and above uniformed officers, GS-15 and above Government civilians.	COR/TOM review, customer feedback, complaints, Random Checks/Inspections	98% compliance	Request corrective action from contractor in accordance with Contractor Quality Assurance Plan. Contract Discrepancy Report may be completed. Failure to comply may be documented in Contractor Performance Assessment Reporting System (CPARS) and in future requests for Past Performance information
Contractor personnel meet the minimum qualifications for all positions described in the Support Services/Qualifications /Duties Section of the PWS.	Contractor personnel are regarded as independently capable of tasking specified in the Support Services/Qualifications/Duties Section of the PWS..	COR/TOM review and assessment - Personnel resumes may be reviewed by the COR/TOM if there is reason to suspect a contractor employee does not meet minimum qualifications. Additional information may be requested to validate resume information.	100% compliance	Request corrective action from contractor in accordance with Contractor Quality Assurance Plan. Contract Discrepancy Report may be completed. Failure to comply may be documented in Contractor Performance Assessment Reporting System (CPARS) and in future requests for Past Performance information
Complaints lodged against Contractor personnel	No more than 4 substantiated complaints lodged against contractor personnel within a 12 month period: no more than 3 substantiated complaints lodged against the same contract employee with in a 6 month period.	Complaints	100% compliance	Request corrective action from contractor in accordance with Contractor Quality Assurance Plan. Contract Discrepancy Report may be completed. Failure to comply may be documented in Contractor Performance Assessment Reporting System (CPARS) and in future requests for Past Performance information

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Information Assurance/Information Security	Contractor shall fully comply with the Security Requirement Section of the PWS	COR/TOM review, customer feedback, Random Checks/Inspections	100% compliance	<p>Request corrective action from contractor in accordance with Contractor Quality Assurance Plan.</p> <p>Contract Discrepancy Report may be completed.</p> <p>Failure to comply may be documented in Contractor Performance Assessment Reporting System (CPARS) and in future requests for Past Performance information</p>
Invoicing	Monthly invoices per contract procedures are timely and accurate	Review and acceptance of the invoice	99%	<p>Request corrective action from contractor in accordance with Contractor Quality Assurance Plan.</p> <p>Contract Discrepancy Report may be completed.</p> <p>Failure to comply may be documented in Contractor Performance Assessment Reporting System (CPARS) and in future requests for Past Performance information</p>
ECMRA	Contractor shall ensure all required ECMRA data be reported no later than October 31 of each calendar year in accordance with the PWS	Review and Inspection	99%	<p>Request corrective action from contractor in accordance with Contractor Quality Assurance Plan.</p> <p>Contract Discrepancy Report may be completed.</p> <p>Failure to comply may be documented in Contractor Performance Assessment Reporting System (CPARS) and in future requests for Past Performance information</p>

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SECTION F DELIVERABLES OR PERFORMANCE

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

8001	9/30/2015 - 9/29/2016
9001	9/30/2015 - 9/29/2016

CLIN - DELIVERIES OR PERFORMANCE

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

8001	9/30/2015 - 9/29/2016
9001	9/30/2015 - 9/29/2016

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

8002	9/30/2016 - 9/29/2017
8003	9/30/2017 - 9/29/2018
8004	9/30/2018 - 9/29/2019
9002	9/30/2016 - 9/29/2017
9003	9/30/2017 - 9/29/2018
9004	9/30/2018 - 9/29/2019

Services to be performed hereunder will be provided at (insert specific address and building etc.)

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SECTION G CONTRACT ADMINISTRATION DATA

DFARS PGI 252.204-7108(d)(2) - Payment Instructions

The payment office shall make payment in sequential ACRN order within contract line item 8001, exhausting all funds in the ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause—

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

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

GOVERNMENT

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0338
Issue By DoDAAC	N00189
Admin DoDAAC	S2404A
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	N3029A
Accept at Other DoDAAC	
LPO DoDAAC	N3029A
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

ACCEPTOR: kvilabrera@ncdoc.navy.mil

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CERTIFIER: Lanecia Cuffee
757-203-0809
lcuffee@ncdoc.navy.mil

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

ACCEPTOR: kvilabrera@ncdoc.navy.mil

CERTIFIER: Lanecia Cuffee
757-203-0809
lcuffee@ncdoc.navy.mil

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

(End of clause)

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503).

Name: CARISSA BUTLER

Address: 1968 GILBER ST., STE 600
NORFOLK, VA 23511

Phone: (757) 443-1338

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: Anthony Karanikas

Address: 1968 GILBERT ST., STE 600
NORFOLK, VA 23511

Phone: (757) 443-1965

3. DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) is responsible for contract

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administration functions delegated by the PCO.

Name: -----N/A-----

Address: -----

Phone: -----

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: DFAS

5. CONTRACTING OFFICERS REPRESENTATIVE/TASK ORDER MANAGER (COR/TOM) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Technical advice/recommendations/clarification on the statement of work;
- c. The statement of work for delivery/task orders placed under this contract.
- d. An independent government estimate of the effort described in the definitized statement of work;
- e. Quality assurance of services performed and acceptance of the services or deliverables;
- f. Government furnished property;
- g. Security requirements on Government installation;
- h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
- i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR/TOM requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. THE COR/TOM IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.

COR/TOM Name: Tim Bilbrey
tbilbrey@ncdoc.navy.mil
757-203-0666

In the event that the COR/TOM named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR/TOM will be the responsibility of the alternate COR/TOM listed below:

ACOR/ATOM Name: -----N/A-----

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Address: -----

Phone: -----

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:

- a. Identifying contractor deficiencies to the COR;
- b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
- c. Identifying contractor noncompliance of reporting requirements;
- d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
- e. Reviewing contractor reports providing recommendations for acceptance/rejection;
- f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
- g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
- h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: -----N/A-----

Address: -----

Phone: -----

(End of text)

CONTRACT ADMINISTRATION PLAN (CAP)
FOR FIXED PRICE CONTRACTS

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In order to expedite the administration of this contract, the following delineation of duties is provided. The names, addresses and phone numbers for these offices or individuals are included elsewhere in the contract award document. The office or individual designated as having responsibility should be contacted for any questions, clarifications, or

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information regarding the administration function assigned.

1. The Procuring Contract Office (PCO) is responsible for:

- a. All pre-award duties such as solicitation, negotiation and award of contracts.
- b. Any information or questions during the pre-award stage of the procurement.
- c. Freedom of Information inquiries.
- d. Changes in contract terms and/or conditions.
- e. Post award conference.

2. The Contract Administration Office (CAO) is responsible for matters specified in the FAR 42.302 and DFARS 42.302 except those areas otherwise designated as the responsibility of the Contracting Officer's Representative/Task Order Manager (COR/TOM) or someone else herein.

3. The paying office is responsible for making payment of proper invoices after acceptance is documented.

4. The COR/TOM is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In 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. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The COR/TOM duties are as follows:

a. Technical Interface

(1) The COR/TOM is responsible for all Government technical interface concerning the contractor and furnishing technical instructions to the contractor. These instructions may include: technical advice/recommendations/clarifications of specific details relating to technical aspects of contract requirements; milestones to be met within the general terms of the contract or specific subtasks of the contract; or, any other interface of a technical nature necessary for the contractor to perform the work specified in the contract. The COR/TOM is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

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(2) The COR/TOM is prohibited from issuing any instruction which would constitute a contractual change. The COR/TOM shall not instruct the contractor how to perform. If there is any doubt whether technical instructions contemplated fall within the scope of work, contact the PCO for guidance before transmitting the instructions to the contractor.

b. Contract Surveillance

(1) The COR/TOM shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR/TOM should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR/TOM must be able to distinguish between surveillance (which is proper and necessary) and supervision (which is not permitted). Surveillance becomes supervision when you go beyond enforcing the terms of the contract. If the contractor is directed to perform the contract services in a specific manner, the line is being crossed. In such a situation, the COR/TOM's actions would be equivalent to using the contractor's personnel as if they were government employees and would constitute transforming the contract into one for personal services.

(2) The COR/TOM shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR/TOM is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR/TOM will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR/TOM should determine the factors causing the delay and report them to the PCO, along with the contractor's proposed actions to eliminate or overcome these factors and recover the slippage. Once a recovery plan has been put in place, the COR/TOM is responsible for monitoring the recovery and keeping the PCO advised of progress.

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days of contractor performance. The completed CPAR, including contractor comments if any, (NOTE: contractors are allowed 30 days to input their comments) should be available in the CPARS AIS for reviewing official (PCO) review no later than 270 days after start of contract performance. Subsequent CPARs covering any contract option periods should be ready at 1-year intervals thereafter.

c. Invoice Review and Approval/Inspection and Acceptance

(1) The COR/TOM is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR/TOM shall expeditiously review copies of the contractor's invoices or vouchers, certificate of performance and all other supporting documentation to determine the reasonableness of the billing. In making this determination, the COR/TOM must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR/TOM must indicate either complete or partial concurrence with the contractor's invoice/voucher by executing the applicable certificate of performance furnished by the contractor. The COR/TOM must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

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(3) The COR/TOM will provide the PCO and the CAO with copies of acceptance documents such as Certificates of Performance.

(4) The COR/TOM shall work with the Contractor to obtain and execute a final invoice no more than 60 days after completion of contract performance. The COR/TOM shall ensure that the invoice is clearly marked as a "Final Invoice."

d. Contract Modifications. The COR/TOM is responsible for developing the statement of work for change orders or modifications and for preparing an independent government cost estimate of the effort described in the proposed statement of work.

e. Administrative Duties

(1) The COR/TOM shall take appropriate action on technical correspondence pertaining to the contract and for maintaining files on each contract. This includes all modifications, government cost estimates, contractor invoices/vouchers, certificates of performance, DD 250 forms and contractor's status reports.

(2) The COR/TOM shall maintain files on all correspondence relating to contractor performance, whether satisfactory or unsatisfactory, and on trip reports for all government personnel visiting the contractor's place of business for the purpose of discussing the contract.

(3) The COR/TOM must take prompt action to provide the PCO with any contractor or technical code request for change, deviation or waiver, along with any supporting analysis or other required documentation.

f. Government Furnished Property. When government property is to be furnished to the contractor, the COR/TOM will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR/TOM will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

g. Security. The TOM is responsible for ensuring that any applicable security requirements are strictly adhered to.

h. Standards of Conduct. The TOM is responsible for reading and complying with all applicable agency standards of conduct and conflict of interest instructions.

i. Written Report/Contract Completion Statement.

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(1) The TOM is responsible for timely preparation and submission to the PCO, of a written, annual evaluation of the contractors performance. The report shall be submitted within 30 days prior to the exercise of any contract option and 60 days after contract completion. The report shall include a written statement that services were received in accordance with the Contract terms and that the contract is now available for close-out. The report shall also include a statement as to the use made of any deliverables furnished by the contractor.

(2) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a final Contractor Performance Assessment Report (CPAR) in the CPARS with 30 days of contract completion.

(3) The TOM is responsible for providing necessary assistance to the Contracting Officer in performing Contract Close-out in accordance with FAR 4.804, Closeout of Contract Files.

5. The Technical Assistant (TA), if appointed, is responsible for providing routine administration and monitoring assistance to the TOM. The TA does not have the authority to provide any technical direction or clarification to the contract. Duties that may be performed by the TA are as follows:

- a. Identify contractor deficiencies to the TOM.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the TOM with documentation to support the recommendation.
- c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the TOM.
- d. Identify contract noncompliance with reporting requirements to the TOM.
- e. Review contractor status and progress reports, identify deficiencies to the TOM, and provide the TOM with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the TOM with recommendations to facilitate TOM certification of the invoice.
- g. Provide the TOM with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the TOM subsequent to any interface between the TA and contractor.

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Accounting Data

SLINID	PR Number	Amount
800101	N3029A15RC090FS	
LLA :		
AA 1751804 60CP 257 36001 068892 2D C090FS 3029A5ORTMQP		
Standard Number: N3029A15RC090FS		
800102	N3029A15RC090FS	
LLA :		
AB 1751804 60CP 257 36001 068892 2D C090FS 3029A5NDCMP		
Standard Number: N3029A15RC090FS		
9001	N3029A15RC090FS	
LLA :		
AB 1751804 60CP 257 36001 068892 2D C090FS 3029A5NDCMP		
Standard Number: N3029A15RC090FS		

BASE Funding Cumulative
Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information

(July 2013)

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 by DON 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 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 Navy Command’s Security 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.

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) which is a higher level investigation than the National Agency Check with Law and Credit (NACLC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts 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 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

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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 Navy 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 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. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] 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 by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLC 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 14 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 Navy Command's Security 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. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a

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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 Navy Command Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy 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 Navy 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 DON 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) 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 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 I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.222-17 Nondisplacement of Qualified Workers
52.222-41 Service Contract Act of 1965
52.222-43 Fair Labor Standards Act-Price Adjustment
52.222-55 Minimum Wages Under Executive Order 13658
52.222-99 (Dev) Establishing a Minimum Wage for Contractors (Deviation)
252.204-7012 Safeguarding of Unclassified Controlled Technical Information
252.204-7015 Disclosure of Information to Litigation Support Contractors
252.239-7001 Information Assurance Contractor Training and Certification

CLAUSES INCORPORATED BY FULL TEXT

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 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 4 years.

(End of clause)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

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

This Statement is for Information Only:

It is not a Wage Determination

Employee Class

Monetary Wage -- Fringe Benefits

Project Manager II - GS 13

Subject Matter Expert I (ACAS/APS/CMRS-N SME) - GS 9

Subject Matter Expert I (Business Analyst) - GS 9

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Subject Matter Expert I (HBSS Support Admin) - GS 9

Subject Matter Expert II (Capability Manager/C&A Auditor SME) - GS 11

Subject Matter Expert II (Capability Manager(ACAS/APS/CMRS-N SME) - GS 11

Subject Matter Expert II (CND Data Integrator) - GS 11

Management Analyst II (CND Data (Metric) Analyst) - GS 11

Security Systems Engineer II (CND Network Security Engineer/System Administration) - GS 11

Computer Systems/Network Engineer II (System Administration) - GS 11

Subject Matter Expert II (BHSS SME) - GS 11

Subject Matter Expert II (HBSS SYSADMIN SME) - GS 11

Subject Matter Expert II (Network SME) - GS 11

Subject Matter Expert II (UNIX/NETBACKUP) - GS 11

Subject Matter Expert II (UNIX Red Hat/SUSE SME) - GS 11

Subject Matter Expert III (Capability Manager (Policy SME) - GS 13

Subject Matter Expert III (Data Warehouse and ETL Administrator/Developer SME) - GS 13

Subject Matter Expert III (Database Administrator/Database Developer SME) - GS 13

Subject Matter Expert III (ePO Administrator) - GS 13

Subject Matter Expert III (HBSS Global Policy Project Manager) - GS 13

Subject Matter Expert III (MidTier Administrator/Developer SME) - GS 13

Security Systems Engineer III (CND Network Security Engineer) - GS 13

Security Systems Engineer III (Fully Qualified/Certified Navy Validator) - GS 13

Subject Matter Expert III (Senior Capability Manager) - GS 13

Subject Matter Expert III (Unix Administrator) - GS 13

UNIX SME III (System Administrator) - GS 13

Subject Matter Expert III (Web Developer) - GS 13

Subject Matter Expert III (MS Windows SYSADMIN) - GS 13

Subject Matter Expert III (SharePoint Administrator (SME)) - GS 13

(End of Clause)

5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)

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(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 and telephone number of the Contracting Officer is:

NAME: Carissa Butler
ADDRESS: NAVSUP Fleet Logistics Center (FLC) Norfolk
Contracting Department, Code 240A
1968 Gilbert Street, Suite 600
Norfolk, VA 23511-3392

TELEPHONE: (757) 443-1338
FAX: (757) 443-1424
EMAIL: carissa.butler@navy.mil

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SECTION J LIST OF ATTACHMENTS

PERFORMANCE WORK STATEMENT

DEPARTMENT OF LABOR WAGE DETERMINATION

CONTRACT DISCREPANCY REPORT

DD254