

ORDER FOR SUPPLIES OR SERVICES (FINAL)

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1. CONTRACT NO. N00178-12-D-6753		2. DELIVERY ORDER NO. N0018917F3000		3. EFFECTIVE DATE 2016 Dec 21		4. PURCH REQUEST NO. N5702317RC0005		5. PRIORITY Unrated	
6. ISSUED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392 Michael Eskarous/230.2 757-443-1343				7. ADMINISTERED BY DCMA HAMPTON 2000 Enterprise Parkway, Suite 200 Hampton VA 23666		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 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		13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G			
16. TYPE OF ORDER DELIVERY/ CALL PURCHASE				This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract. 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				M R Sinclair Principal		Penny A. Morgan, CEO		20161221	
NAME OF CONTRACTOR				SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED (YYYYMMDD)	
<input type="checkbox"/> 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/Diane C Krueger			26. DIFFERENCES		
				12/21/2016 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
8000	R405	To provide support services in accordance with the Performance Work Statement. (RDT&E)	12.0	MO		
8100	R405	To provide support services in accordance with the Performance Work Statement. (RDT&E) Option	12.0	MO		
8200	R405	To provide support services in accordance with the Performance Work Statement. (RDT&E) Option	12.0	MO		
8300	R405	To provide support services in accordance with the Performance Work Statement. (RDT&E)	12.0	MO		
8400	R405	To provide support services in accordance with the Performance Work Statement. (RDT&E)	12.0	MO		
8500	R405	To provide support services in accordance with the Performance Work Statement. (RDT&E) Option	6.0	MO		

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9001	R405	Travel in accordance with the Performance Work Statement. (RDT&E)	1.0	LO	
9002	R405	Other Direct Costs in accordance with the Performance Work Statement. (RDT&E)	1.0	LO	
9101	R405	Travel in accordance with the Performance Work Statement. (RDT&E) Option	1.0	LO	
9102	R405	Other Direct Costs in accordance with the Performance Work Statement. (RDT&E) Option	1.0	LO	
9201	R405	Travel in accordance with the Performance Work Statement. (RDT&E) Option	1.0	LO	
9202	R405	Other Direct Costs in accordance with the Performance Work Statement. (RDT&E) Option	1.0	LO	
9301	R405	Travel in accordance with the Performance Work Statement. (RDT&E) Option	1.0	LO	

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9302	R405	Other Direct Costs in accordance with the Performance Work Statement. (RDT&E) Option	1.0	LO	
9401	R405	Travel in accordance with the Performance Work Statement. (RDT&E) Option	1.0	LO	
9402	R405	Other Direct Costs in accordance with the Performance Work Statement. (RDT&E) Option	1.0	LO	
9501	R405	Travel in accordance with the Performance Work Statement. (RDT&E) Option	1.0	LO	
9502	R405	Other Direct Costs in accordance with the Performance Work Statement. (RDT&E) Option	1.0	LO	

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

Mission Based Test Design Training and Database Support

1. Scope of Tasking. Contractor will provide technical, analytical and training support to Commander, Operational Test and Evaluation Force (COMOPTEVFOR) 01B Division in support of the Mission Based Test Design (MBTD) process, which is used as the basis for developing an Integrated Evaluation Framework (IEF). Support includes the maintenance of current MBTD databases, as well as the development and implementation of process improvements, documentation review and training. This support will be required in one or more of the following forms: Documentation Review, Test Planning, and/or Operation Support, Database Maintenance and Management.

- a. **Period of Performance:** See Section F Deliveries or Performance.
- b. **Place of Performance:** Work shall primarily be performed at the customer's site. The contractor shall comply with COMOPTEVFORINST 5239 (series), with specific regard to non-government hardware and software. Projected travel requirements are addressed below. The customer location is:

Commander Operational Test and Evaluation Force
7970 Diven Street
Norfolk, VA 23505

- c. **Travel requirements:** Travel will be required. Travel will be conducted and invoiced in accordance with the Joint Travel Regulations. All travel shall be coordinated with the Technical Point of Contact. All travel shall be approved in advance by the TPOC. The Contractor will be required to make all travel arrangements. The below estimate is provided for planning purposes:

Location	# of Trips Per Year	# of Days Per Year
Patuxent River, MD	2	4
China Lake, CA	2	10
San Diego, CA	2	10
Ventura County, CA	2	10

- d. The Government estimate for all travel is as follows:

Year	Travel	ODC's
Base		
Option 1		
Option 2		
Option 3		
Option 4		
52.217-8		

2. Specific Tasking. The contractor shall provide MBTD Subject Matter Experts (SME) to maintain and update COMOPTEVFOR Microsoft Structured Query Language (SQL) databases and servers, while providing formal and ad-hoc training to operational testers on the MBTD process and the use of COMOPTEVFOR databases. Additionally, the contractor shall provide documentation of changes to the MBTD database repository and servers necessary to support continued adherence to DoD and DON cybersecurity requirements as specified in DoDI 8500.1, Cybersecurity and SECNAVINST 5239.3C, Department of the Navy Cybersecurity Policy, and to COMOPTEVFOR configuration management procedures. All support efforts provided herein shall, as to the best extent possible, conform to methods and policies described in the COMOPTEVFOR Operational Test Directors Manual (COTFINST 3980.2A), the COMOPTEVFOR Analysts Handbook and Divisional Best Practices. Deliverables will be in a COMOPTEVFOR approved technical format and understandable by all intended audiences.

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a. MBTD Database Management (CDRLs: A001, A002)

- (1) Support the operation and assist in the maintenance of the MBTD Database repository hosted on the COMOPTEVFOR classified and unclassified networks (MS SQL and Windows servers). Manage and administer multiple network servers in support of all Command operational test programs.
- (2) Evaluates databases for technical clarity, formatting and compliance with current policies and guidance from DOD, Navy, and COMOPTEVFOR, to ensure testing requirements are identified and met.
- (3) Ensure that the MBTD SQL Database repository provides the capability to capture needed information to assist in the development of operational test documentation. Implements government policies, procedures and directive required to ensure compliance with DoD and DoN regulations regarding information systems.
- (4) Conduct background research and provide analytical support and recommendations for the development of changes to the MBTD database repository that supports its intended use in the MBTD Process.
- (5) Conduct impact analysis of documented deficiencies in the MBTD database repository and submit change requirements to the TPOC with implementation recommendations.
- (6) Perform updates to the database repository based on changes required to maintain the system. Updates include software fixes and enhancements to support Division OTCs/OTDs based on documented change requests approved by the TPOC.
- (7) Perform database queries and generate ad-hoc reports from the MBTD database to support COMOPTEVFOR management. Ad-hoc reports includes SQL queries or formatted MS Office products.
- (8) Secure application and database servers using Secure Technical Implementation Guide (STIG) and Information Assurance Vulnerability Management (IAVM) provided by Defense Information Systems Agency (DISA). Work with COTF Cybersecurity IAM as part of the Cybersecurity Information Resources test team in preparation for all security inspections.

b. MBTD Training (CDRLs: A003, A004)

- (1) Develop new (as required), modify existing and maintain configuration control of MBTD training materials (normally in Microsoft Office format). Review current Power Point slides and exercises and make modifications as necessary to better convey the key learning points. Each numbered step of the MBTD process shall be addressed by Power Point slides and by a practical exercise. Where appropriate, two steps may be combined within one exercise.
- (2) Provide training and instruction to operational test personnel on MBTD related topics. Training topics include the MBTD process and IEF development as per COMOPTEVFOR INST 3980 series and the use of COMOPTEVFOR databases in support of those processes. Instruction normally consists of PowerPoint briefs and group exercises presented in a formal classroom setting.
- (3) Provide training and/or reference materials as needed. Training materials include training aids, software, and reference text books. All training materials must be approved by the TPOC. Software aids shall not be used or installed on COMOPTEVFOR computers without prior CIO approval.
- (4) Quota control, visitor clearances, and production of copies of course materials, CD-ROM duplication and other support will be provided by COMOPTEVFOR staff.

c. Program Management Support (CDRLs: A005)

- (1) Provide the TPOC monthly reports including the progress of work on assigned tasks, conferences/meetings attended, work plans and the expenditure of funds, and labor hours during the month. The report shall be provided within 15 calendar days of the end of the month and shall contain, at a minimum, a summarization specifying the

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number of contractor hours worked, labor funds expended, contractor travel and other discretionary funds (ODC) expended, labor and travel /ODC funds remaining, and deliverable progress attained.

- (2) Participate, as required, in a transition planning and turnover period of up to 3 days in duration at the conclusion of this contract which will include, but is not limited to, full disclosure of processes, procedures, tools, and file locations/libraries necessary to provide support as indicated in this or any follow on effort.

3. Personnel Qualifications. Personnel provided under this order are critical to the mission of the Department of the Navy. As such, personnel may only perform on this contract after review of the Offeror's proposal and approved by the Government. Any replacement personnel proposed after award of this contract must be at least as qualified as the personnel included in the proposal upon which award of the contract was based and be acceptable to the Technical Monitor.

3.1 Minimum Requirements for all Offeror's .

a. All key personnel shall:

1. Possess U.S. citizenship.
2. Eligible for a Secret security clearance.
3. Three years' experience providing training on test processes and policy in a classroom setting. Experience conducting training on Operational test processes is optimal.
4. Experience administering, maintaining and optimizing MS Windows network servers and tools that support data entry, collection, management and report generation for organization processes, such as the COMOPTEVFOR MBTD test design process.

b. Key personnel are defined as any persons assigned to the project as a project lead.

3.2 Additional Minimum Requirements. In addition to the requirements listed in paragraph 3.1 a. (above), and due to the nature of this requirement, the following qualifications are implied for successful contract performance:

- (1) The offeror shall provide a contractor that is designated with a DOD Cybersecurity Workforce qualification or granted membership of the COMOPTEVFOR Cybersecurity Workforce.
- (2) The offeror must possess at least 2 years of experience within the Cybersecurity Workforce.
- (3) The offeror shall provide a minimum of 5 years' experience with developing SQL databases and associated SQL queries and reports. A clear understanding of the Mission Based Test Design process is required and knowledge of/experience with the associated databases is optimal.
- (4) The offeror shall provide experience with the Software Development Life Cycle "Waterfall" and "Agile" Methodologies and a clear understanding of how it relates to the COMOPTEVFOR process and procedure.
- (5) The offeror shall provide a clear understanding and demonstrate experience with software requirements analysis and requirement document-writing using a demonstrated knowledge of Systems Engineering principles.
- (6) The offeror shall provide a minimum of 2 years' experience and a clear understanding of the MBTD systems and possess the demonstrated ability of recommending design modifications based on the study of current practices.
- (7) The offeror will be required to provide recommendations to business process and systems improvements using required technical writing skills and incorporating these improvements into procedures
- (8) The offeror shall provide experience conducting formal classroom training on test processes from a government furnished curriculum. Experience conducting training on Operational test processes is optimal.

4. Security Clearance. A security clearance of SECRET is required for personnel supporting this requirement. Any personnel proposed to work on this effort shall be eligible for the necessary clearance to immediately begin

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performance at the time of award.

Contractor Access to Federally Controlled Facilities and/or Unclassified Sensitive Information or Unclassified IT Systems:

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. 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 DoD computer/network, to perform certain unclassified both non-sensitive and sensitive duties. It is the responsibility of the command/facility where the work is performed to ensure compliance.

The requirement to control access to sensitive information applies to all US government IT systems and/or areas where unclassified but sensitive information may be discussed, displayed or maintained. DON policy prescribes that all unclassified data that has not been approved for public release and is stored on mobile computing devices must be treated as sensitive data and encrypted using commercially available encryption technology. Whenever granted access to sensitive information, contractor employees shall follow applicable DoD/DoN instructions, regulations, policies and procedures when reviewing, processing, producing, protecting, destroying and/or storing that information. Operational Security (OPSEC) procedures and practices must be implemented by both the contractor and contract employee to protect the product, information, services, operations and missions related to the contract. 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 Navy Command’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.

Non-Sensitive Positions

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 US (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 Federal Bureau of Investigation (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
- * Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed NACI.

The Contractor’s Security Representative shall be responsible for initiating reinvestigations as required. 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.

Sensitive Positions

Contractor employee whose duties require accessing a DoD unclassified computer/network, working with sensitive unclassified information (either at a Government or contractor facility), or physical access to a DoD facility must be a US citizen and possess a favorable trustworthiness determination prior to installation access. To obtain a favorable trustworthiness determination, each contractor employee must have a favorably completed National Agency Check with Local Credit Checks (NACLC) which consists of a NACI including a FBI fingerprint check plus credit and law enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

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- * SF-85P Questionnaire for Public Trust Positions
- * Two FD-258 Applicant Fingerprint Cards
- * 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. To maintain continuing authorization for an employee to access a DoD unclassified computer/network, and/or have access to sensitive unclassified information, the contractor shall ensure that the individual employee has a current requisite background investigation. The Contractor's Security Representative shall be responsible for initiating reinvestigations as required and ensuring that background investigations remain current (not older than 10 years) throughout the contract performance period.

IT Systems Access

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 Systems Security Manager (ISSM) 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 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.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Cybersecurity 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.

Security Approval Process

The Contractor's Security Representative shall ensure that each individual employee pending assignment shall accurately complete the required forms for submission to the Navy Command's Security Manager. The Contractor's Security Representative shall screen the investigative questionnaires for completeness and accuracy and for potential suitability/security issues prior to submitting the request to the Navy Command's Security Manager. Forms and fingerprint cards may be obtained from the Navy Command's Security Manager. These required items, shall be forwarded to the Navy Command's Security Manager for processing at least 30 days prior to the individual employee's anticipated date for reporting for duty. 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 Command's Security Manager may render the contract employee ineligible for the assignment. A favorable review of the questionnaire and advance fingerprint results are required as an interim measure prior to the contract employee start date. An unfavorable determination made by the Navy Command's Security Manager is final and such a determination does not relieve the contractor from meeting any contractual obligation under the contract.

If contractor employees already possess a current favorably adjudicated investigation, the Navy Command's Security Manager will use the Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS). 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.

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 position of trust determination. When a favorable determination is not made, contractor employees shall not be permitted to work on this contract effort and if already working on the contract shall be removed immediately.

The potential consequences of any requirements under this clause including denial of access for a proposed contractor employee who fails to obtain a favorable trustworthiness determination 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 for working in non-sensitive positions, with sensitive information, and/or on Government IT systems. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have physical access to a federally controlled facility and/or

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access to a federally-controlled information system/network and/or access to government information

5. Other Direct Cost (ODC). Additional training materials may be required to support the training CDRLs which shall be procured by the contractor. The contractor will ensure the separate line item is shown for any charges associated with the training materials and accounted for as an ODC.

6. Enterprise-Wide Contractor Manpower Reporting Application (ECMRA):

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for COMOPTEVFOR MBTD training and database support via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSC's). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment
- (2) X, Lease/Rental of Facilities
- (3) Y, Construction of Structures and Facilities
- (4) S, Utilities Only
- (5) V, Freight and Shipping Only

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>."

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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)

MBTD SUPPORT SERVICES COMOPTEVFOR NORFOLK, VA

1. 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. AUTHORITY

Authority for issuance of this QASP is provided under section – Inspection and Acceptance, which provides for inspections and acceptance of the services and documentation called for in service task orders to be executed by the Contracting Officer or a duly authorized representative.

3. SCOPE

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 contractor's performance will be evaluated by the Government as described in this QASP. The first evaluation will cover the period ending six months after date of contract award with successive evaluations being performed at the end of each twelve-month period of performance thereafter until the contractor completes performance under all tasks. For each period, the Government will evaluate the contractor's performance. The evaluation will encompass all work performed by the contractor at any time during the period but will not include cumulative information from prior reports although performance trends may be determined.

4. GOVERNMENT RESOURCES

The following definitions for Government resources are applicable to this plan:

Contracting Officer - A person duly appointed with the authority to enter into [Procuring Contracting Officer (PCO)] or administer [Administrative Contracting Officer (ACO)] contracts and make related determination and findings on behalf of the Government. The PCO/ACO will be designated in the resulting contract. Contracting Officers are designated via a written warrant, which sets forth limitations of authority.

Contracting Officer's Representative (COR) - An individual appointed in writing by the PCO to act as his/her authorized representative to assist in administering the contract. The COR will be appointed in the resulting contract. The limitations of authority are contained in a written letter of appointment.

5. 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.

COR (COR) - The COR is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

6. METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP.

Customer Feedback – Customer feedback may be obtained from random customer complaints. Appropriate forms will be made

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available by the COR for the patrons. The COR shall have sole custody of the suggestion box. 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 COR.

Inspections – Each phase of the services rendered under the contract is subject to Government inspection during the Contractor's operations and after completion of a task. Inspections may be routine functions performed by the COR, or performed by others outside of COMOPTEVFOR. The Contractor shall not substitute Government inspection for effective quality control. Government inspections may be conducted in an unannounced manner by the COR or other individuals designated outside the COMOPTEVFOR organization. The COR shall maintain a Contract Discrepancy Report (CDR), a copy of which will be provided to the Contractor. Within three days, the Contractor shall reply in writing to CDR(s) by stating reason(s) for unsatisfactory performance(s) and shall identify the corrective action(s) that will be taken to prevent recurrence(s).

Performance Evaluation Meetings – During the first two months of the contract, the Contractor's Project Manager will meet weekly with the COR. Such meetings will be conducted at least monthly thereafter. The purpose of these meetings will be to review the Contractor's performance and will include the issuance of any CDR(s) issued during the period. A mutual effort will be made to resolve all problems identified.

QA Surveillance Items - The following PBSC items are identified within the Performance Based Statement of Work (PBSOW) presented in Section J of the solicitation as an attachment and are to be monitored under this QASP.

CDRL, Data Item A001, Database Defect Reports

Measurement/Metric – Accuracy and Timeliness
Performance Standard - Accuracy – status of open defects is accurately documented.

Timeliness – estimated time required to correct deficiencies or implement modifications is provided in a timely newly opened and approved software trouble reports (within 10 days).

Maximum Error Rate - Accuracy – 5% (over the entirety of the report) Timeliness – 10% (greater than 10 days)

CDRL, Data Item A002, IEF Software Database Modifications

Measurement/Metric – Accuracy
Performance Standard - Accuracy – number of Software Trouble Reports that were intended to be corrected that required rework after delivery to COMOPTEVFOR.

Maximum Error Rate - Accuracy – 5% (of number of Software Trouble Reports that were intended to be closed by each software build delivery)

CDRL, Data Item A003, Training Course Materials

Measurement/Metric – Accuracy and Currency
Performance Standard – Accuracy – no superseded processes or terms discussed in the documents

Currency – process updates within one course cycle (approximately 40 days)

Maximum Error Rate – Accuracy – 2%
Currency – 15%

CDRL, Data Item A004, Instruction of Course

Measurement/Metric – Accuracy and Currency
Performance Standard - Accuracy – no superseded processes or terms discussed in the course.

Currency – process updates within one course cycle (approximately 40 days)

Maximum Error Rate – Accuracy – 2%
Currency – 15%

CDRL, Data Item A005, Monthly Progress Report

Measurement/Metric – Accuracy and timeliness
Performance Standard - Accuracy – no rejected input(s) due to major discrepancy

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Maximum Error Rate – Timeliness – within 5 days (defined as working days) after 15th of the month
Accuracy – 2%
Timeliness – 20% (one day)

7. DOCUMENTATION

The COR will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. All such records will be retained for the life of this contract.

8. ATTACHMENTS

A - Performance Requirements Summary/Matrix

PERFORMANCE REQUIREMENT	PERFORMANCE STANDARD	METHOD OF MEASUREMENT	PERFORMANCE METRICS	REFERENCE
CDRL A001 Database Defect Reports	Accuracy Timeliness	status of open defects is accurately documented estimated time required to correct deficiencies or implement modifications is provided in a timely manner for newly opened and approved software trouble reports (within 10 days). rev	5% (over the entirety of the report) 10% (greater than ten days)	PWS Para 2(a)
CDRL A002 IEF Software Database Modifications	Accuracy	number of Software Trouble Reports that were intended to be corrected that required rework after delivery to COMOPTEVFOR. rev	5% error rate of number of Software Trouble Reports that were intended to be closed by each software build delivered	PWS Para 2(a)
CDRL A003 Training Course Materials	Accuracy Currency	no superseded processes or terms discussed in the documents process updates within one course cycle (approximately 40 days) rev	2% error rate 15%	PWS Para 2(b)
CDRL A004 Instruction of Course	Accuracy Currency	no superseded processes or terms discussed in the course process updates within one course cycle (approximately 40 days) ev	2% error rate 15% (one day)	PWS Para 2(b)
CDRL A005 Monthly Progress Report	Accuracy Timeliness	no rejected inputs due to major discrepancy within 5 days (defined as working days) after 15 th of the month rev	2% error rate 20% (one day)	PWS Para 2(c)

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000	12/22/2016 - 12/21/2017
8300	12/22/2019 - 12/21/2020
8400	12/22/2020 - 12/21/2021
9001	12/22/2016 - 12/21/2017
9002	12/22/2016 - 12/21/2017

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

8000	12/22/16 - 12/21/17
9001	12/22/16 - 12/21/17
9002	12/22/16 - 12/21/17

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

8100	12/22/17 - 12/21/18
9101	12/22/17 - 12/21/18
9102	12/22/17 - 12/21/18
8200	12/22/18 - 12/21/19
9201	12/22/18 - 12/21/19
9202	12/22/18 - 12/21/19
8300	12/22/19 - 12/21/20
9301	12/22/19 - 12/21/20
9302	12/22/19 - 12/21/20
8400	12/22/20 - 12/21/21
9401	12/22/20 - 12/21/21
9402	12/22/20 - 12/21/21
8500	12/21/21 - 06/21/22
9501	12/21/21 - 06/21/22
9502	12/21/21 - 06/21/22

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SECTION G CONTRACT ADMINISTRATION DATA

SECTION G

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).

_2 IN 1 _____

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

GOVERNMENT _____

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(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.

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Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0251
Issue By DoDAAC	N00189
Admin DoDAAC	N00189
Inspect By DoDAAC	Not applicable
Ship To Code	Not applicable
Ship From Code	Not applicable
Mark For Code	Not applicable
Service Approver (DoDAAC)	N57023
Service Acceptor (DoDAAC)	N57023
Accept at Other DoDAAC	Not applicable
LPO DoDAAC	N57023
DCAA Auditor DoDAAC	Not applicable
Other DoDAAC(s)	Not applicable

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(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: Nicole.vonderHeyde@cotf.navy.mil

LPO: Jennifer.Millerschon@cotf.navy.mil

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(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: Nicole.vonderHeyde@cotf.navy.mil

LPO: Jennifer.Millerschon@cotf.navy.mil

(Contracting Officer: Insert applicable information or “Not applicable.”)

(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:

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- 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 FAR42.503).

e. NAME: Ricky Jennings
ADDRESS: NAVSUP Fleet Logistics Center (FLC) Norfolk
1968 Gilbert Street, Suite 600, Norfolk, VA 23511-3392
TELEPHONE: 757-443-2066
EMAIL: ricky.jennings@navy.mil

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: Michael Eskarous
Address: NAVSUP Fleet Logistics Center (FLC) Norfolk
1968 Gilbert Street, Suite 600, Norfolk, VA 23511-3392
Phone: 757-443-1343
E-mail: michael.eskrous@navy.mil

3. DEFENSE CONTRACT MANAGEMENT AGENCY (DCMA) is responsible for contract administration functions delegated by the PCO.

Name: -----TBD-----
Address: -----

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 Name: Nicole von der Heyde
COMM: (757)282-5546 ext. 3033

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Email: Nicole.vonderHeyde@cotf.navy.mil

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-----

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

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 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 (COR) or someone else herein.
3. The paying office is responsible for making payment of proper invoices after acceptance is documented.
4. The Contracting Officer's Representative (COR) 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

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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 duties are as follows:

a. Technical Interface

(1) The COR 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 is the point of contact through whom the contractor can relay questions and problems of a technical nature to the PCO.

(2) The COR is prohibited from issuing any instruction which would constitute a contractual change. The COR 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 shall monitor the contractor's performance and progress under the contract. In performing contract surveillance duties, the COR should exercise extreme care to ensure that he/she does not cross the line of personal services. The COR 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'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 shall monitor contractor performance to see that inefficient or wasteful methods are not being used. If such practices are observed, the COR is responsible for taking reasonable and timely action to alert the contractor and the PCO to the situation.

(3) The COR will take timely action to alert the PCO to any potential performance problems. If performance schedule slippage is detected, the COR 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 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 is responsible for quality assurance of services performed and acceptance of the services or deliverables. The COR 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 must take into consideration all documentary information available and any information developed from personal observations.

(2) The COR must indicate either complete or partial concurrence with the contractor's invoice/voucher by

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executing the applicable certificate of performance furnished by the contractor. The COR must be cognizant of the invoicing procedures and prompt payment due dates detailed elsewhere in the contract.

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

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

d. Contract Modifications. The COR 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 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 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 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 will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The COR will maintain adequate records to ensure that property furnished is returned and/or that material has been consumed in the performance of work.

Enclosure (1)

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

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

i. Written Report/Contract Completion Statement.

(1) The COR 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 COR 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 COR. 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:

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- a. Identify contractor deficiencies to the COR.
- b. Review contract deliverables, recommend acceptance/rejection, and provide the COR 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 COR.
- d. Identify contract noncompliance with reporting requirements to the COR.
- e. Review contractor status and progress reports, identify deficiencies to the COR, and provide the COR with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the COR with recommendations to facilitate COR certification of the invoice.
- g. Provide the COR 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 COR subsequent to any interface between the TA and contractor.

End

Accounting Data

SLINID	PR Number	Amount
8000	N5702317RC00005	
LLA :		
AA 1761319 2685 251 57023 0 068892 2D C00005		
Standard Number: N5702317RC00005		
9001	N5702317RC00005	
LLA :		
AA 1761319 2685 251 57023 0 068892 2D C00005		
Standard Number: N5702317RC00005		
9002	N5702317RC00005	
LLA :		
AA 1761319 2685 251 57023 0 068892 2D C00005		
Standard Number: N5702317RC00005		

BASE Funding Cumulative
Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

(End of Text)

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.

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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 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)

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- 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 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 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

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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

52.219-6	Notice of Total Small Business Set Aside
52.222-41	Service Contract Labor Standards
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)
52.222-55	Minimum Wages Under Executive Order 13658
52.245-1	Government Property
52.245-9	Use and Charges
252.201-7000	Contracting Officer's Representative
252.204-7012	Safeguarding of Unclassified Controlled Technical Information
252.204-7015	Disclosure of Information to Litigation Support Contractors
252.211-7007	Reporting of Government-Furnished Property
252.222-7007	Representation Regarding Combating Trafficking in Persons
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property
252.245-7002	Reporting Loss of Government Property
252.245-7003	Contractor Property Management System Administration
252.245-7004	Reporting, Reutilization, and Disposal

CLAUSES INCORPORATED BY FULL TEXT

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor within seven (7) days of contract expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within seven (7) 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 Seven (7) 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 sixty six (66) months.

(End of clause)

WD 15-4341 (Rev.-2) was first posted on www.wdol.gov on 01/05/2016

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
| WASHINGTON D.C. 20210
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Wage Determination No.: 2015-4341
Daniel W. Simms Division of | Revision No.: 2
Director Wage Determinations | Date Of Revision: 12/29/2015

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: North Carolina, Virginia

Area: North Carolina County of Currituck
Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James
City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Surry,
Virginia Beach, Williamsburg, York

End

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

Program Manager- GS 14
Database Analyst- GS12/ 13
Senior Trainer– GS-13

(End)

52.228-5 Insurance -- Work on a Government Installation (Jan 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective --

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period

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is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

(End of Clause)

MINIMUM INSURANCE REQUIREMENTS

(a) *Workers' compensation and employer's liability.* Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers. (See [28.305\(c\)](#) for treatment of contracts subject to the Defense Base Act.)

(b) *General liability.*

(1) The contracting officer shall require bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(2) Property damage liability insurance shall be required only in special circumstances as determined by the agency.

(c) *Automobile liability.* The contracting officer shall require automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) *Aircraft public and passenger liability.* When aircraft are used in connection with performing the contract, the contracting officer shall require aircraft public and passenger liability insurance. Coverage shall be at least \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability, and \$200,000 per occurrence for property damage. Coverage for passenger liability bodily injury shall be at least \$200,000 multiplied by the number of seats or passengers, whichever is greater.

(e) *Vessel liability.* When contract performance involves use of vessels, the contracting officer shall require, as determined by the agency, vessel collision liability and protection and indemnity liability insurance.

252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011)

(a) Definition. Covered DoD official is defined in the clause at 252.203-7000, Requirements Relating to Compensation of Former DoD Officials.

(b) By submission of this offer, the offeror represents, to the best of its knowledge and belief, that all covered DoD officials employed by or otherwise receiving compensation from the offeror, and who are expected to undertake activities on behalf of the offeror for any resulting contract, are presently in compliance with all post-employment restrictions covered by 18 U.S.C. 207, 41 U.S.C. 2101-2107, and 5 CFR parts 2637 and 2641, including Federal Acquisition Regulation 3.104-2.

(End of provision)

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES

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(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

(End of clause)

252.204-7008 Compliance With Safeguarding Covered Defense Information Controls (DEC 2015)

(a) Definitions. As used in this provision-- Controlled technical information, covered contractor information system, and covered defense information defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting.

(b) The security requirements required by contract clause 252.204-7012, Covered Defense Information and Cyber Incident Reporting, shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) For covered contractor information systems that are not part of an information technology (IT) service or system operated on behalf of the Government (see 252.204-7012(b)(1)(ii))--

(1) By submission of this offer, the Offeror represents that it will implement the security requirements specified by National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations" (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), not later than December 31, 2017.

(2)(i) If the Offeror proposes to vary from any of the security requirements specified by NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(A) Why a particular security requirement is not applicable; or

(B) How an alternative but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(ii) An authorized representative of the DoD CIO will adjudicate offeror requests to vary from NIST SP 800-171 requirements in writing prior to contract award. Any accepted variance from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

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

TO BE COMPLETED AT TIME OF AWARD

(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.

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(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: Contracting Officer
ADDRESS: NAVSUP FLEET LOGISTICS CENTER NORFOLK
1968 GILBERT ST, STE 600
NORFOLK, VA 23511-3392

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Contract Data Requirements Lists (CDRLs)

Attachment 2 - DD254