

## ORDER FOR SUPPLIES OR SERVICES (FINAL)

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2

1. CONTRACT NO. N00178-12-D-6753		2. DELIVERY ORDER NO. FK06		3. EFFECTIVE DATE 2016 Dec 14		4. PURCH REQUEST NO. 1300536324		5. PRIORITY Unrated				
6. ISSUED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392 MARK A ZACCAGNINI/230.1 757-443-1296				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 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 President/CEO								
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/Amy Caraway 12/14/2015 CONTRACTING/ORDERING OFFICER				26. DIFFERENCES				
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

FOR INFORMATIONAL PURPOSES ONLY

This is a new requirement. Therefore, incumbent information cannot be provided.

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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	Labor in support of the PWS (RDT&E)	12.0	MO		
800001	R405	(RDT&E)				
8001	R405	OPTION I - Labor in support of the PWS (RDT&E)	12.0	MO		
		Option				
8002	R405	OPTION II - Labor in support of the PWS (RDT&E)	12.0	MO		
		Option				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R405	TRAVEL in accordance with the PWS (RDT&E)	1.0	LO	
900001	R405	TRAVEL (RDT&E)			
9001	R405	OPTION I - TRAVEL in accordance with the PWS (RDT&E)	1.0	LO	
		Option			
9002	R405	OPTION II - TRAVEL in accordance with the PWS (RDT&E)	1.0	LO	
		Option			

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT

#### Submarine Combat Control System (CCS) Program

**1. Background.** The Army Navy Underwater Mobile (Submarine) Data Processing Fire Control (AN/BYG-1) CCS provides the U.S. Navy undersea superiority through significant processing upgrades to all U.S. submarines. The program is executed as a spiral development model which delivers new Advanced Processing Build (APB) tactical software intended to improve US Submarine tactical employment by taking full advantage of the latest state of the art Commercial-Off-The-Shelf (COTS) processing hardware called a Technical Insertion (TI). The APB process couples advanced algorithms developed in academia, small businesses, and Navy laboratories with Prime Contractor engineering integration and test, resulting in early algorithm testing, software reuse, and reduced lead time from algorithm concept to fleet introduction. The AN/BYG-1 APB processes provide an economical and rapid method of verifying and validating new signal processing and display algorithms for use in combat system upgrades.

AN/BYG-1 forms the nucleus of the ship's war-fighting capability by integrating contact data from several organic sensor-based systems (including Sonar, Imaging, Electronic Support Measures, Radar, etc.) and correlates these contacts with each other and with off-board sensor elements (when available) to provide a more comprehensive view of the tactical situation.

The AN/BYG-1 program is COTS based and leverages the TI/APB process of rapid incremental development. The system improvement process begins with an annual review of capability gaps which are defined and prioritized by the Submarine Tactical Requirements Group and endorsed by the Commander, Submarine Force. The AN/BYG-1 program commenced operational test and evaluation (OT&E) for TI-10/APB-11 during FY-2013/14. TI-14/APB-13 started test preparations in FY-14/15 with OT&E events planned for FY-15/16.

Specific support tasking is provided below. Deliverables called out will be submitted in accordance with specified COTF timelines prescribed by COMOPTEVFORINST 3980.2(series) OTD Manual or other references cited by the OTD Manual (<http://www.public.navy.mil/cotf/Pages/home.aspx>). For deliverables without specific timelines, the contractor will consult the Operational Test Director (OTD) for completion deadlines.

**Scope of Tasking.** Contractor will provide technical, analytical, administrative and material support to Commander, Operational Test and Evaluation Force (COMOPTEVFOR) in the definition, conduct, and analysis of structured operational test and evaluation (OT&E) of the AN/BYG-1 program (Test and Evaluation Identification Number (TEIN) 0234-11).

a. **Place of Performance.** Unless required to support mission accomplishment, work shall primarily be performed at both the contractor's site and the customer location. The customer location is:

Commander, Operational Test and Evaluation Force  
7970 Diven Street

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Norfolk, VA 23505-1498

The contractor shall comply with COMOPTEVFORINST 5239 (series), with specific regard to non-government hardware and software.

b. **Period of Performance.** Will consist of a base year and two (2) option years to support future Advanced Processor Builds (APBs). Estimated performance start date is: 4 January 2016.

c. **Travel requirements (estimate).**

**Base Year (4 January 2016 - 3 January 2017)**

Location	# of Trips	# of Days Each Trip
Washington, DC	3	2
Newport, RI	2	3
Pearl Harbor, HI	1	5
Port Everglades, FL	1	3
San Diego, CA UNDERWAY	1	4

**Option Year 1 (4 January 2017 - 3 January 2018)**

Location	# of Trips	# of Days Each Trip
Washington, DC	3	2
Newport, RI	2	3
Pearl Harbor, HI	1	5
Laurel, MD	1	2

**Option Year 2 (4 January 2018 - 3 January 2019)**

Location	# of Trips	# of Days Each Trip
Washington, DC	3	2
Newport, RI	2	3
Pearl Harbor, HI	1	5
Port Everglades, FL	1	3
San Diego, CA UNDERWAY	1	4

**2. AN/BYG-1 Operational Test and Evaluation Milestones**

- a. AN/BYG-1 APB-13 OT&E all phases – Under CLINs 8000 and 9000 from 4 January 2016 - 3 January 2017
- b. AN/BYG-1 APB-15 OT&E all phases – **Subject to the availability of funds: Option I (CLINs 8001 & 9001) as well as Option II (CLINs 8002 & 9002), both anticipated to be 12 month periods of performance.**

**3. Specific Tasking.** The contractor shall provide support in evaluating the operational effectiveness and suitability of the AN/BYG-1 System in accordance with the procedures and formats prescribed by COMOPTEVFORINST 3980.2 (series) OTD Manual or other references cited by the OTD Manual (<http://www.public.navy.mil/cotf/Pages/home.aspx>). Data requirements associated with the following tasks are cited in this paragraph and detailed in the OTD Manual.

- a. **Documentation Review**

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(1) Review program documentation and provide comments, including: Required Operational Capability (ROC)/Predicted Operational Environment (POE), Concept of Operations (CONOPS), Operational Requirements Documents (ORD), Test and Evaluation Master Plan (TEMP), Initial Capabilities Document (ICD), Capability Development Document (CDD), and Capability Production Document (CPD), Navy System Training Plan, manning documents, Program Acquisition Logistics Support Plan (ALSP), training manuals, operator and maintenance manuals, Department of the Navy requirements documents, and Department of Defense requirements documents.

(2) Provide input to all parts of the TEMP (in working sessions, through comment letters, etc.) derived from familiarity with other program documentation (Mission Need Statement (MNS), ORD, ICD/CDD/CPD, Cybersecurity strategy, Office of Naval Intelligence (ONI) Capstone Threat Assessment (TA), etc.).

**b. Test Planning Support**

(1) Assist in the development of critical operational issues (COI) and integrated evaluation framework (IEF) for operational testing (OT), developmental testing (DT) assists, early operational assessments (EOA), operational assessments (OA), independent operational test and evaluation (IOT&E), and follow-on test and evaluations (FOT&E), and compile data necessary to draft the test plans (both integrated and operational).

(2) Conduct background research and provide analytical support and recommendations for the development of data collection plans for testing.

(3) Assist with development of Mission Based Test Design (MBTD) and Integrated Evaluation Framework (IEF) including detailed Design of Experiments (DOE) based statistical testing methodology.

(4) Contractor shall prepare Database Output reports based on completed MBTD steps.

(5) Assist with development and review of APB-specific Risk Assessments based on initial and final detailed APB-specific Statements of Functionality.

(6) Draft Test and Evaluation Master Plan (TEMP) comments on future TEMP changes or revisions. Draft additions to TEMP Parts III and IV and the DOE appendix.

(7) Devise test matrices and procedures to satisfy OPTEVFOR testing objectives.

(8) Determine data reduction/reconstruction requirements (including hardware and software resources necessary for the collection and storage); identify facilities which can provide this processing; prepare appropriate documentation to support the required service(s).

(9) Determine test range requirements to support OT&E; research locations that can provide adequate ground truth data for metric evaluation; coordinate schedules and assets for OT&E events.

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(10) Draft Test Plan (TP) in COMOPTEVFOR format and provide comments on changes made to the draft TPs during staffing at OPTEVFOR.

(11) Attend test preparation meetings and teleconferences with the OTD in various locations and provide a summary of events.

(12) Provide assistance as necessary on TP briefs.

(13) As directed by the OTD, review and prepare documentation related to the Verification, Validation, and Accreditation (VV&A) of Modeling and Simulation (M&S) tools.

(14) Provide support in maintaining an M&S database which consists of the version and accreditation status of all M&S used in testing.

(15) Provide support in conducting liaison with model proponents, V&V agents, developing agencies, Navy laboratories, service Cryptologic Agencies, Navy operational commands, other U.S. Government agencies, and hardware/software contractors to ensure that M&S IOT&E requirements are adequately addressed to permit timely and effective accreditation of M&S in support of IOT&E.

**c. Test Operations Support**

(1) Assist OTD as required in briefing test participants, emphasizing the objectives of the test event and specific data-gathering requirements.

(2) Observe demonstrations and test events as appropriate with OTD, collect test data, and provide a summary of the events in standard OPTEVFOR Six-Part Paragraph format. This may include up to 10 days of underway time.

**d. Test Analysis and Reporting**

(1) Perform data reduction and preliminary analysis of data to ensure data validity prior to more detailed data processing.

(2) Correlate data using appropriate statistical techniques to analyze operational effectiveness and suitability.

(3) Provide detailed review of automated event playback reconstruction results, generate required results tables and matrices, and correlate data using appropriate statistical techniques to analyze operational effectiveness and suitability.

(4) Draft OT final reports and submit for staffing at OPTEVFOR within 60 days after completion of testing.

(5) Draft Quick Reaction Assessment (QRA) report as applicable and submit for staffing at OPTEVFOR.

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- (6) Provide comments on changes made to the draft reports during staffing at OPTEVFOR.
- (7) Provide assistance and Subject Matter Expert (SME) support during post-test iterative process meetings, reviews, and briefings, and support final test report briefs.

**e. Program Management Support**

- (1) Attend program review meetings and teleconferences with OTD in various locations to provide SME technical support and assist in coordination with the program office. Provide a summary of events of these meetings to the OTD.
- (2) Provide the OTD with trip reports and monthly reports including the progress of work on assigned tasks, conferences/meetings attended, work plans and expenditure of funds and labor hours during the month. Provide an annual summary report 30 days after the end of the base or option year.
- (3) Provide support in coordinating developing agencies, Navy and University laboratories, and Navy Operational hardware/software contractor activities to ensure that OT&E requirements are adequately addressed to permit timely and effective testing.
- (4) Track project activities to determine alignment of actions with operational, technical, and analytical issues and objectives.
- (5) Provide official markings, downgrading instructions and distribution statements on all prepared documents in accordance with Secretary of the Navy instruction (SECNAVINST) 5510.36 (series) "Department of the Navy Information Security Program."

**4. Personnel Qualifications.** The following experience is required.

- a. Current working knowledge of US Navy submarine combat control, to include:
  - (1) Imaging
  - (2) Sonar
  - (3) Weapon systems to include APB and TI unique characteristics (TI's 6, 8, 10, 12, 14 and APB's 6, 7, 9, 11, 13) as well as platform variances (688 1<sup>st</sup> and 2<sup>nd</sup> flight, 688i, Seawolf, SSBN, SSGN, Virginia Block I, II, and III).
  - (4) Extensive knowledge of submarine tactics based on being formerly qualified on a submarine as either Fire Control Technician of the Watch, Sonar Supervisor, or Officer of the Deck to include:
    - (a) Anti-Submarine Warfare (ASW)
    - (b) Anti-Surface Warfare (ASUW)
    - (c) Strike and Intelligence, Surveillance, and Reconnaissance (ISR)



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(5) Minimum 2 Years experience understanding of the AN/BYG-1 maintenance practices, procedures, documentation and programmatic history.

(6) Minimum 2 Years of experience working with Cybersecurity test requirements and submarine Cybersecurity systems operating on the Submarine Warfare Federated Tactical System (SWFTS), Tactical Local Area Network (TacLAN), and Submarine Local Area Network (SubLAN) networks.

(7) AN/BYG-1 experience encompassing at a minimum the most recent APB versions under test purview (currently APBs 06, 07, 09, 11, and 13).

b. Minimum of 2 years recent (within the last 5 years) experience with test strategies for software systems and minimum 2 years experience with:

(1) AN/BYG-1 Operation

(2) Automated data collection systems and exercise management at underwater instrumented ranges (i.e., Atlantic Undersea Test & Evaluation Center (AUTEC), Pacific Missile Range Facility (PMRF)) and open ocean events using portable tracking systems and two sided reconstruction.

(3) 2 Years recent (within last 5 years) experience and working knowledge of the capabilities and operation of:

(a) Transas Port and Vessel Traffic Management System

(b) SSR Engineering Remote Display Operator Position (RDOP)

(c) Personal Computer Based Radar Processor (PC-RP)

(d) Data Recorder and Data Extraction (DRDX) software tool

(4) Minimum 3 Years recent (within last 5 years) experience in Operational Test design and test planning with an Operational Test Agency to include:

(a) IEF generation using the IEF development tool

(b) DOE process supporting operational testing utilizing the statistical methods for incremental development programs that rely on a continuous build-test-build cycle to accumulate test data across multiple build-test cycles

(c) TEMP development for incremental development programs that rely on a continuous build-test-build cycle with tailored testing of partial mission area test execution across multiple build-test cycles

(d) Accreditation Plan development, Verification and Validation (V&V) plan review, and V&V Report review to support generation of an Accreditation Letter for implementation of M&S in APB Strike testing utilizing All-Up-Round Electronic Simulator (AURES), All-Up-Round Simulator (AURS) Volumetric Shape, and the Ship/Submarine Environment and Missile Simulation (SEMS) test bed

(e) TP development including combined multi-program TPs

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- (f) Test execution techniques and understanding of AN/BYG-1 metrics to support APB to APB performance comparisons and test data and metric translations for all current APB versions under testing purview (currently APBs 06, 07, 09, 11 and 13)
  - (g) Data analysis of test results applying CCS metrics
  - (h) Final operational test report generation including tailoring prior year APB test results to match current year analysis and reporting requirements to support multi-year APB comparisons
- c. Minimum 1 year experience in the use of test analysis tools, specifically the Visual Interactive System for Training and Analysis (VISTA) application for exercise reconstruction.
  - d. Minimum 1 year recent experience working with the Linux operating system.
  - e. Physically qualified IAW OPNAVINST 6420 and able to go underway on US Submarines.

## **5. Security Clearance.**

- a. Required. A minimum security clearance of SECRET is required for personnel supporting this task. Current access authorization for Alternative Compensatory Control Measures (ACCM) for both SEAWOLF and VIRGINIA Class submarines is required for personnel supporting this task.
- b. Any personnel proposed to work on this effort shall already possess the necessary clearances to immediately begin performance at the time of task award.

## **6. ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA):**

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the [NAMED COMPONENT] via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). 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>.

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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>.

#### List of Acronyms

ACCM – Alternative Compensatory Control Measures

AEMP – Acoustic Engineering Measurement Program

ALSP – Acquisition Logistics Support Plan

AN/BYG-1 – Sonar System

A – Army

N – Navy

B – Underwater Mobile (Submarine)

Y – Data Processing

G – Fire Control

1 – 1<sup>st</sup> Series

APB – Advanced Processing Build

ASW – Anti-Submarine Warfare

AURES - All-Up-Round Electronic Simulator

AURS - All-Up-Round Simulator

AUTEC – Atlantic Underwater Test and Evaluation Center

AWG – Analysis Working Group

CCS – Combat Control System

CDD – Capability Development Document

COI – Critical Operational Issue

COMOPTEVFOR – Commander Operational Test and Evaluation Force

COTF – Commander Operational Test and Evaluation Force

COTS – Commercial Off the Shelf

CPD – Capability Production Document

DOE – Design of Experiments

DRDX - Data Recorder and Data Extraction

DWG – Design Working Group

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EOA – Early Operational Assessment

FOT&E – Follow-on Operational Test and Evaluation

FY – Fiscal Year

IAW – In Accordance With

ICD – Initial Capabilities Document

IEF – Integrated Evaluation Framework

IOT&E – Initial Operational Test and Evaluation

ISR – Intelligence, Surveillance, and Reconnaissance

LCCA – Low Cost Conformal Array

LWWAA – Light Weight Wide Aperture Array

MBTD – Mission Based Test Design

MNS – Mission Need Statement

MOE – Measure of Effectiveness

MOS – Measure of Suitability

M&S – Modeling and Simulation

NSTP –Navy System Training Plan

OA – Operational Assessment

ONI –Office of Naval Intelligence

OPORDS - Operation Orders

OPTEVFOR – Operational Test and Evaluation Force

ORD – Operational Requirements Document

OTD – Operational Test Director

OT&E – Operational Test and Evaluation

POE – Predicted Operational Environment

PMRF – Pacific Missile Range Facility

QRA – Quick Reaction Assessment

RDOP - Remote Display Operator Position

ROC – Required Operational Capability

SEMS - Ship/Submarine Environment and Missile Simulation

SERB – System Evaluation Review Board

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SIM-II/SSTORM – Simulation-II/Scenario-Structured Torpedo Operational Requirements

SME – Subject Matter Expert

SOF – Statement of Functionality

SubLAN - Submarine Local Area Network

SUW – Anti-Surface Warfare

SWFTS - Submarine Warfare Federated Tactical System

TacLAN - Tactical Local Area Network

TEIN – Test and Evaluation Identification Number

TEMP – Test and Evaluation Master Plan

TI – Technical Insertion

TP – Test Plans

US – United States

VISTA – Visual Interactive System for Training and Analysis

VV&A – Verification, Validation and Accreditation

V&V – Verification and Validation

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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**

### **INSPECTION AND ACCEPTANCE BY THE GOVERNMENT**

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## SECTION F DELIVERABLES OR PERFORMANCE

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

8000	1/4/2016 - 1/3/2017
9000	1/4/2016 - 1/3/2017

The periods of performance for the following options (subject to the availability of funds) are as follows: 8001 Option Period I 4 January 2017 - 3 January 2018 8002 Option Period II 4 January 2018 - 3 January 2019 9001 Option I Travel 4 January 2017 - 3 January 2018 9002 Option II Travel 4 January 2018 - 3 January 2019 Services are to be performed hereunder will be provided at: COMOPTEVFOR 7970 DIVEN STREET NORFOLK, VA 23505



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## SECTION G CONTRACT ADMINISTRATION DATA

### 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

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

#### 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.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68372 (DFAS Cleveland)
Issue By DoDAAC	N57023 (COMOPTEVFOR)
Admin DoDAAC	N57023 (COMOPTEVFOR)

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Inspect By DoDAAC	Not applicable
Ship To Code	Not applicable
Ship From Code	Not applicable
Mark For Code	Not applicable
Service Approver (DoDAAC)	Not applicable
Service Acceptor (DoDAAC)	N57023 (COMOPTEVFOR)
Accept at Other DoDAAC	Not applicable
LPO DoDAAC	N57023 (COMOPTEVFOR)
DCAA Auditor DoDAAC	Not applicable
Other DoDAAC(s)	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. Reference the contract number in the subject line of any email.

**Acceptor:** acceptor@cotf.navy.mil

**Certifying Official:** certifier@cotf.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.

LT Kevin Raad

757-282-5546 ext 3355

[kevin.raad@cotf.navy.mil](mailto:kevin.raad@cotf.navy.mil)

LSC Cory Collins

757-282-5546 ext 3418

[cory.collins@cotf.navy.mil](mailto:cory.collins@cotf.navy.mil)

LS1 Patricia Appleby

757-282-5546 ext 3270

[patricia.appleby@cotf.navy.mil](mailto:patricia.appleby@cotf.navy.mil)

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988 or at disa.ogden.esd.mbx.cscassig@mail.mil.

(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

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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: Any Warranted FLC Norfolk Contracting Officer

Address: FLC Norfolk 1968 Gilbert Street, Suite 600

Norfolk, VA 23511

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: Any Warranted FLC Norfolk Contracting Officer

Address: FLC Norfolk 1968 Gilbert Street, Suite 600

Norfolk, VA 23511

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

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

Address: - - - - -

- - - - -

- - - - -

Phone: - - - - -

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

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

Address: - - - - -

- - - - -

- - - - -

Phone: - - - - -

5. CONTRACTING OFFICERS REPRESENTATIVE (COR) 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;

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- 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 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 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, 01COR

Address: 7970 Diven Street

Norfolk, VA 23451

Phone: 757-282-5546 x3033

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

ACOR Name: - - - - - TBD- - - - -

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;

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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: ----- TBD-----

Address: -----

-----

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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

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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 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

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consumed in the performance of work.

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 contractor's 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:

- 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



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interface between the TA and contractor.

## ORGANIZATIONAL CONFLICT OF INTEREST

### NOTICE OF INCLUSION OF AN ORGANIZATIONAL CONFLICT OF INTEREST

The Contracting Officer has determined that there is a substantial likelihood that organizational conflicts of interest (OCI) could arise during the performance of this contract. Offerors are invited to examine 10 U.S.C. § 2399, Federal Acquisition Regulation (FAR) Subpart Part 9.5, as well as, the contract clause entitled ORGANIZATIONAL CONFLICTS OF INTEREST addressed in the solicitation.

By the very nature of the tasks assigned under the anticipated contract, the contractor(s) could gain non-public information about forthcoming Navy AN/BTG-1 requirements that might result in an unfair competitive advantage in future procurements. The field of potential contractors which are capable of performing this task are sometimes the same vendors that support and provide the supplies and services under the approved requests. Accordingly, it is foreseeable that organizational conflicts of interest could arise in some instances due to performance under this contract and warrant the existence of conflicting roles that might bias a contractor's judgment and create an unfair competitive advantage.

Pursuant to FAR 9.507-1(d), the terms of the OCI clause and the application of 10 U.S.C. § 2399 and FAR 9.5 are not subject to negotiation. The contractor shall disclose to the Government information concerning all conflicts of interest and explain how it intends to avoid, neutralize, or mitigate any possible conflicts of interests. Notwithstanding this, nothing herein will prevent the Contracting Officer from reviewing an offeror's proposed OCI plan to determine whether such complies, or can be conformed to, the requirements of law and regulation.

### ORGANIZATIONAL CONFLICTS OF INTEREST

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

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(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered under this contract.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Professional and Consultant services" as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may

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hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates," means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision-making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of 30 days after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering non-developmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems or their subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(b)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and

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without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of 30 days after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that is established to ensure objectivity to protect the Government's interests. (FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

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(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with 30 days after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-2(b))

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, the products or services of another firm for which the contractor performs similar work, or the products or services of a competitor. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

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(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

(End of Text)

#### Accounting Data

SLINID	PR Number	Amount
800001	1300536324	
LLA :		
AA 1761319 H5YR 310 SB425 0 050120 2D 000000		
900001	1300536324	
LLA :		
AA 1761319 H5YR 310 SB425 0 050120 2D 000000		

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 SET-ASIDE, 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**

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

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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)
- 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



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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 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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(End of text)

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## SECTION I CONTRACT CLAUSES

### CLAUSES INCORPORATED BY REFERENCE

**52.203-13 contractor code of business ethics and conduct**  
**52.219-6 Notice of Total Small Business Set Aside**  
**52-219-13 Notice of Set-Aside of Orders**  
**52.219-14 Limitations on Subcontracting**  
**52.222-17 Non-displacement of Qualified Workers**  
**52.232-18 Availability of Funds**  
**52.233-1 Alt I Disputes**  
**52.236-13 Alt I Accident Prevention**  
**52.245- 1Alt I Government Property Alternate I**  
**252.201-7000 Contracting Officer's Representative**  
**252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEV 2016-O00003) OCT 2015**  
**252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT**  
**252.204-7009 limitations on the use or disclosure of third-party contractor information (aug 2015)**  
**252.204-7012 Safeguarding of unclassified controlled technical information**  
**252.204-7015 Disclosure of Information to Litigation Support Contractors**

### 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; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 14 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 THREE (3) years.

(End of clause)

#### **252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-O0010) (FEB 2015)**

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d) (1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

#### **252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)**

(a) Contract line item(s) 8000 and 9000 is/are incrementally funded. For this/these item(s), the sum of -- of

the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT".

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

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(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "DEFAULT." The provisions of this clause are limited to work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to this contract pursuant to the clause of this contract entitled "TERMINATION FOR CONVENIENCE OF THE GOVERNMENT."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract --

25 April 2016: --.

(End of clause)

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

**NAME: AMY CARAWAY**

**ADDRESS: NAVSUP Fleet Logistics Center (FLC) Norfolk  
Contracting Department, Code 230**

**1968 Gilbert Street, Suite 600**

**Norfolk, VA 23511-3392**

**TELEPHONE: (757) 443-1420**

**EMAIL: [AMY.CARAWAY@NAVY.MIL](mailto:AMY.CARAWAY@NAVY.MIL)**

(End of clause)

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## SECTION J LIST OF ATTACHMENTS

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