

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT	1. CONTRACT ID CODE	PAGE OF PAGES
	U	1 2

2. AMENDMENT/MODIFICATION NO. 01	3. EFFECTIVE DATE 12-Dec-2012	4. REQUISITION/PURCHASE REQ. NO. 2012-41	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N00189	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

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MANASSAS VA 20109-2342

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Cydecor 525 North Tryon Street, Suite 1700 Charlotte NC 28202-0203	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4269-FK01
	10B. DATED (SEE ITEM 13) 25-Oct-2012
CAGE CODE 3HBG4	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return ___ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Arthur A Hildebrandt, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY <u>/s/Arthur A Hildebrandt</u> (Signature of Contracting Officer)	16C. DATE SIGNED 12-Dec-2012

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GENERAL INFORMATION

The purpose of this modification is to update the Wide Area Workflow clause. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from [REDACTED] by \$0.00 to [REDACTED]

The total value of the order is hereby increased from [REDACTED] by \$0.00 to [REDACTED].

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	Support Services IAW the Performance Work Statement (PWS) (O&MN,N)	12.0	LM	[REDACTED]	[REDACTED]
5001	Support Services IAW the Performance Work Statement (PWS). (O&MN,N) Option	12.0	LM	[REDACTED]	[REDACTED]

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Travel IAW the Performance Work Statement (PWS). This amount is a not to exceed (NTE) amount of [REDACTED] (O&MN,N)	1.0	LO	[REDACTED]
6001	Travel IAW the Performance Work Statement (PWS). This amount is a not to exceed (NTE) amount of [REDACTED] (O&MN,N) Option	1.0	LO	[REDACTED]

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	Support Services IAW the Performance Work Statement (PWS).	12.0	LM	[REDACTED]	[REDACTED]

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(O&MN,N)
Option

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9000	Travel IAW the Performance Work Statement (PWS). This amount is a not to exceed (NTE) amount of (O&MN,N) Option	1.0	LO	[REDACTED]

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance-Based Work Statement for Program Management Services

In support of

Office of the Chief of Naval Operations (CNO)

Undersea Warfare Division (OPNAV N97)

1. INTRODUCTION

This Performance Work Statement (PWS) will obtain professional support services in the functional areas of Manpower, Personnel, & Training (MPT) Program Analysis and Assistant Contract Technical Representative (ACTR)/ Information Technology (IT) Administration. This PWS will support the Chief of Naval Operations, Undersea Warfare Division (CNO N97) and any associative organizations. The Government intends to contract for these services utilizing a firm-fixed price (FFP) Seaport-e contract vehicle.

1.1 Mission

The Office of the Chief of Naval Operations (CNO), Undersea Warfare Division (N97), is responsible for coordinating overall policy for undersea force planning, programming, and budgeting, and is the source of undersea warfare expertise for developing platform, payload volume, payload, people and posture requirements for the Deputy Chief of Naval Operations for Warfare Systems (N9). N97 is the co-chair of the Sea Strike Future Naval Capability Integrated Product Team and is the principal source of expertise on undersea strike, strategic strike, and submarine support to special warfare. The Division is responsible for providing expert advocacy for undersea warfare related research and development, acoustic and non-acoustic submarine security, undersea warfare capability development, integrated undersea surveillance systems, submarine force structure, and oversight of undersea force program execution. The Division is responsible for the maintenance and implementation of the Integrated Undersea Future Strategy which defines the technology and force structure way ahead for the undersea forces and undersea warfare systems.

1.2 Background

N97 supports total life-cycle cost (research & development, procurement, maintenance, manpower, personnel training, etc.) for all Undersea Warfare Programs. N97 responsible programs include but are not limited to the VIRGINIA Class Submarine, VIRGINIA Class Payloads, and SSBN Submarine replacement.

N97F, the Training and Education Branch of N97, supports all Manpower, Personnel, Training, and Education associated with Submarine programs. N97F programs include but are not limited to Submarine Trainers (Tactical, Navigation, Weapons, Fire Control, Ship Control, Damage Control), courseware, technical training equipment (TTE), Submarine billeting and manning requirements.

1.3 Scope

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The scope of this effort is to provide a MPT Program Analyst and ACTR/IT Administrator. The MPT Program Analyst will support N97F Branch and its associated programs and is required because the technical ability is beyond the capacity of government workers. The ACTR/ IT Administrator will support all of N97 Division.

2. GENERAL REQUIREMENTS

2.1 Non-Personal Services

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

2.2 Business Relations

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

2.3 Contract Administration and Management

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

2.3.1 Contract Management

The contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The contractor must maintain continuity between the support operations at N97 and the contractor's corporate offices.

2.3.2 Contract Administration

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

2.3.3 Personnel Administration

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

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employees. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

2.4 Subcontract Management

The contractor shall be responsible for any subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor performance on this requirement. The prime contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations. Contractors may add subcontractors to their team after notification to the Procuring Contracting Officer (PCO) or Task Order Manager (TOM). Cross teaming may be permitted after concurrence of N97F.

2.5 Contractor Personnel, Disciplines, and Specialties

The contractor shall accomplish the assigned work by employing and utilizing qualified personnel with appropriate combinations of education, training, and experience. The contractor shall match personnel skills to the work or task with a minimum of under/over employment of resources.

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

All contractor and subcontractor personnel shall be required to wear their Pentagon Force Protection Agency (PFPA) issued building pass as well as carry their DoD-issued Common Access Card (CAC).

When conversing with Government personnel during business meetings, over the telephone, or via electronic mail, contractor and subcontractor personnel shall identify themselves as such to avoid situations arising where sensitive topics might be better discussed solely between Government employees. Contractors and subcontractors shall identify themselves on any attendance sheet or any coordination documents they may review. Electronic mail signatures shall identify the employee as a Contractor (CTR).

2.6 Location and Hours of Work

Accomplishment of the results contained in this PWS requires work at OPNAV 97 Spaces, 2000 Navy Pentagon, Washington DC, 20350-2000.

Normal workdays are Monday through Friday except US Federal Holidays. Workers will work 80-hours over a two-week period, typically eight (8) hours per day for five days (40 hours per week). However, workers exercising a Flextime option may work their 80 hours over the course of two weeks on nine work days (e.g. take every other Monday off). The workday shall start not earlier than 0700 and not later than 0900. Core hours of work are from 0900 to 1500 daily. All employees are expected to be available during core hours.

In case of primary work location closures (weather, security closures, etc.), workers will be required to perform work responsibilities from home (or other location provided by contractor) on contractor provided (non GFE) equipment.

2.7 Travel / Temporary Duty (TDY)

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Travel may be required to carry out specific tasks in this PWS. All travel requirements (including plans, agenda, itinerary, or dates) shall be pre-approved by the government, and is on a strictly cost reimbursable basis. Costs for travel shall be billed in accordance with the regulatory implementation of Public Law 99-234 and FAR 3.205-46 Travel Costs.

Travel is subject to the DoD Joint Travel Regulation (JTR). The contractor may be required to attend local meetings in support of this effort. For travel considered 'local travel', per diem and lodging will not be authorized or reimbursed. For the purposes of this effort, local travel is defined as within 50 miles of the Pentagon. Mileage will be reimbursed as appropriate, as it relates to the distance of the travel site from the normal place of business where the employee is assigned (> 50 miles).

3. TASKS

3.1 Basic Requirements

Contractor support is required to provide MPT Analyst and ACTR/IT Administrative support services to assist OPNAV N97 in achieving their goals and objectives. The proposed total level of effort is 3,760 hours. This PWS specifies the tasks to be performed, deliverables to be provided and performance objectives to be met.

The Contractor shall furnish all work, management, supervision, labor and materials necessary to ensure the effective and efficient performance of functions identified throughout this PWS which make up this requirement. The Contractor must be capable of providing flexible, responsive, and high quality services and support. The Contractor will conduct travel and reviews that are necessary to ensure the effective and efficient performance of functions identified throughout this PWS which make up this requirement.

Work shall be performed from **1 December 2012** to **30 November 2013** with two (2) twelve-month option periods.

3.2 Basic Tasks.

The following tasks shall be performed by all contract support:

3.2.1 Prepare and maintain program documentation.

3.2.2 Analyze, evaluate and prepare program briefs, reports and correspondence. Provide program support for reviews, conferences, briefings and other meetings.

3.2.3 Provide good oral and written communications in order to interface with commands and other activities across the Navy.

3.2.4 Type and track correspondence, reports, and tabular data from drafts provided by professional personnel, editing for spelling, punctuation and grammar, as well as ensuring formats are in compliance with the Navy Correspondence Manual.

3.2.5 Greet visitors, communicate messages, answer telephones, take and forward messages, as well as assist staff with follow-up phone calls on outstanding documents/actions.

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3.2.6 Administer, prepare, facilitate, and document travel arrangements, schedules, billing and record keeping by supporting the planning/execution/liquidation of Government sponsored travel.

3.2.7 Use professional judgment to refer matters/questions requiring action to appropriate office, department, point of contact, or agency.

3.2.8 Maintain and administer office operating supplies.

3.2.9 Understand and follow administrative protocols followed by clerical and secretarial staff within OPNAV.

3.3 Task 1- OPNAV N97 Manpower, Personnel, & Training (MPT) Program Analyst Services.

The Contractor shall provide program analyst support to OPNAV N97 branches and associated resourced programs. Efforts include the following:

3.3.1 Assist in developing, executing, and presenting special studies and analysis.

3.3.2 Assist the Government in developing recommendations and initiatives for improvements to reduce overall program costs, including but not limited to business case analysis, cost benefit analysis, and e-business solutions.

3.3.3 Provide program support by reviewing Joint Capabilities Integration and Development System (JCIDS) documents for Manpower Personnel and Training (MPT) equities and impacts. Make recommendations for issue resolution.

3.3.4 Assist with incorporation of Human Systems Integration (HSI) in acquisition programs, including systems in support of the Joint Requirements Oversight Council (JROC) process.

3.3.5 Assist the government with evaluating and preparing MPT requirement documents and training proposals, including, Training Planning Process Methodology Analyses, Navy Training System Plans (NTSP), Training Project Plans (TPPs), Crew Scheduling Phasing Plans, Undersea Warfare Navy Enlisted Classification (NEC) requests, and Undersea Warfare Occupational Standards reviews (OCCCSTDS).

3.3.6 Recommend processes, procedures, and techniques required to acquire and support training, training devices and training equipment.

3.3.7 Provide support and assistance in reviewing, assessing, and complying with policies, standards, guidelines, or procedures established by DoD, Department of Navy (DoN), and Assistant Secretary of the Navy (ASN) Research, Development, and Acquisition (RD&A).

3.3.8 Provide support in pre-acquisition and acquisition strategy planning and implementation.

3.3.9 Analyze, make recommendations, and report on: requirements determinations, programming, site surveys, project management plans, facilities design, and facility construction

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(e.g. Base Re-Alignment and Closure, new facilities requirements, etc.).

3.3.10 Participate in MPT working groups, conferences, integrated product teams (IPTs) and meetings, as directed by the government.

3.3.11 Draft, analyze, review and provide recommendations on test and evaluation program planning, as well as provide installation, testing, execution documentation and checkout support of platforms and weapons systems and participate in tests and trials.

3.3.12 Develop and maintain work breakdown structure.

3.3.13 Perform and provide reviews, analyses, studies, documentation, and recommendations for system design including technical expertise in system engineering, software engineering, logistics, test and evaluation and training.

3.3.14 Become familiar with the following applicable documents:

(a) United States Code, Title 10 Armed Forces

(b) United States Code, Title 31, Money and Finance

31 US Code 1301(a)

31 US Code 1502(a)

31 US Code 1517

(c) OMB Circular A-11, Preparation, Submission, and Execution of the Budget

(d) DoD Directive 5000.01, The Defense Acquisition System

(e) DoD Directive 5000.02, Operation of the Defense Acquisition System

(f) DoD Regulation 7000.14-R, Department of Defense Financial Management Regulations

(g) SECNAV 5000.2, Implementation and Operation of the Defense Acquisition System and Joint Capabilities Integration and Development System

(h) SECNAV M-5216.5, Navy Correspondence Manual

(i) OPNAV 3502, Submarine Training Program Master Plan

(j) OPNAV 3502.2D, Undersea Warfare Training Committee

(k) OPNAVINST 1600.76 (series), Naval System Training Requirements, Acquisition, & Management

3.4 Task 2- OPNAV N97 Assistant Contract Technical Representative (ACTR)/ Information Technology (IT) Administration Support Services.

The Contractor shall provide IT management support to OPNAV N97 branches and associated resourced programs. Efforts include the following:

3.4.1 Complete the following required training within 90 days of assuming duties as ACTR:

(a) Computer-based training modules on the CTR training website.

(b) Attend an ACTR training session held by the OPNAV CTR.

(c) Complete the annual Navy NETWARCOM directed Information Assurance (IA) refresher training course online.

3.4.2 Coordinate their ACTR duties with the OPNAV NMCI Contract Technical Representative.

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3.4.3 Maintain N97's accounts in the following NMCI related on-line tools:

- (a) Service Request Electronic Form (SReForm)
- (b) Navy Enterprise Tool (NET)
- (c) Information Strike Force (ISF) Tools.

3.4.4 Conduct in-processing for all new Directorate personnel to include:

- (a) Verifying security clearance with their Directorate's Command Security Coordinator
- (b) Provide briefs on their security responsibilities regarding IT system usage

3.4.5 Act as N97's focal point for all NMCI requirements to include:

- (a) Assisting Directorate users with submitting trouble tickets
- (b) Preparing Move-Add-Change (MAC) requests
- (c) Maintaining the NET database for accurate accounting and billing for all N97 user accounts NMCI delivered services and assets.

3.4.6 Maintain up-to-date familiarity with NMCI Contract Line Item Numbers (CLINs).

3.4.7 Conduct monthly survey of all NMCI services being provided to the Directorate to identify new service requirements, services due for technical refresh, and services no longer required. Coordinate any ordering, funding, delivery, replacement and/or termination of services as required with N97 and the OPNAV CTR.

3.4.8 Support N97 Command Security Coordinator and the Command Information Assurance Manager (IAM), as required.

3.4.9 Assist personnel with contacting the NMCI Helpdesk and escalating trouble tickets that are not being resolved in a timely manner.

3.4.10 Coordinate any N97 personnel moves (internal or external to their current office) with the OPNAV CTR prior to actual move to properly plan, document, and ensuring minimal service interruption to the user. Coordination includes but is not limited to:

- (a) Providing move details and timelines to the OPNAV CTR
- (b) Submitting Form 5E for all Pentagon and National Capital Region infrastructure changes
- (c) Submitting updates to the NET tool and providing Move-Add-Change (MAC) forms for all NMCI hardware asset physical moves and/or NMCI active directory changes.

3.4.11 Ensure proper handling, transfer, and/or destruction of classified NMCI materials in accordance with current security regulations, protocols and those procedures are integral to adequately perform the ACTR function. Classified NMCI materials includes all classified hard drives/desktop and laptop computers/storage devices or media.

3.4.12 Maintain Video teleconferencing (VTC) hardware and software.

3.4.13 Provide user training and education as needed on the Voice over Internet Protocol (VOIP) system provided by the Government for voice services on the network. Assist in managing, maintaining, equipment supporting VoIP networks.

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3.4.14 Assist designated Government personnel when receiving Blackberry or similar device voice and data cellular solutions in coordinating with NMCI for connectivity to the Network.

3.4.15 Serve as a Data Transfer Agent, responsible for transferring documents between the Classified and Unclassified Computer Network Systems.

3.4.16 Become familiar with the following applicable documents:

(a) Executive Order 12958, as amended 25 March 2003

(b) SECNAV M-5510.36, Department of the Navy Information Security Program (ISP) Manual

(c) SECNAV M-5510.30, Department of the Navy Personnel Security Program (PSP) Manual

(d) SECNAVINST 5239.3A, Department of the Navy Information Assurance (IA) Policy

(e) OPNAVINST 5530.14D, Navy Physical Security and Law Enforcement

(f) USSAN 1-70, United States National Security Authority for NATO (USSAN) Instruction (Industrial Security) (NOTAL)

(g) DoD Directive 5210.2, Access to and Dissemination of Restricted Data, 12 Jan 1978

(h) CNO ltr 5510 N09N2/8U223000 of 7 Jan 2008, Subj: Updated Policy for "Declassify On" Markings (NOTAL)

(i) OPNAVINST 5513.1F, Department of the Navy Security Classification Guides

(j) DoD Manual 5220.22-M, National Industrial Security Program Operating Manual, 28 Feb 2006

(k) SECNAVINST 5720.42F, Department of Navy Freedom of Non-Immigrant Aliens

4. SPECIAL REQUIREMENTS

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

4.1 Security and Safety

Contractor personnel performing under this task order will be U.S. Citizens and are required to obtain and retain a security clearance.

Work performed by the contractor requires access to information that is: *SECRET*.

The contractor will be required to attend meeting classified at *SECRET*.

Security requirements and contractor access to classified information shall be as specified in the basic DD Form 254. All contractor personnel with access to unclassified information systems, including e-mail, shall have at a minimum a favorable National Agency Check (NAC).

The contractor shall sign a Contractor Visitor Group Security Agreement to protect classified information involved in performance under this contract. The Agreement will outline responsibilities in the following areas: Contractor security supervision; Standard Practice Procedures; access, accountability, storage, and transmission of classified material; marking requirements; security education; personnel security clearances; reports; security checks;

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security guidance; emergency protection; protection of government resources; DD Forms 254; periodic security reviews; and other responsibilities, as required.

4.2 Transition

The Contractor shall attend a Postaward Conference in accordance with FAR 42.503. It is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the transition periods.

4.3 Government Furnished Material/ Equipment/ Information (GFM/GFE/GFI)

The Government will provide workspace, classified/unclassified workstations, office supplies, computer equipment, telephone, fax (local, DSN and long distance), electronic mail, reproduction facilities, and proper building access identification badges as required.

The Government will furnish any computer software (e.g. such as the PBIS database), which may be needed to accomplish tasks at the government site.

The Government will provide access to appropriate reference material and databases necessary in the performance of this effort.

The contractor will be provided the authority to access all information required to perform duties. The Government will provide coordination assistance to assist the contractor in accessing required information.

4.4 Non-Disclosure and Non-use of Data Agreement/Certification

(a) Data/Information

All data or information (including but not limited to drawings, Privacy Act, Planning, Programming, Budgeting, and Execution (PPBE) documents and data as described in DoD Directive 7045.14, "The Planning, Programming, and Budgeting System," May 22, 1984, Change 1, July 28, 1990 and Deputy Secretary of Defense Memorandum, "Control of Planning, Programming, Budgeting, and Execution (PPBE) Documents and Information," 27 March 2004), source selection, personnel information, and business sensitive information) obtained, received, or learned by the Contractor and/or its personnel and/or subcontractors as a result of performance of this contract shall be deemed to be "sensitive" and/or "proprietary" whether or not such data is so designated or marked. Access to data or information obtained, received, or learned as a result of performance of this contract shall be restricted to the minimum number of Contractor personnel necessary for performance of this contract. No one who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements shall be involved in direct performance of this contract. The Contractor shall ensure that each of its personnel and subcontractors who obtains, receives, or learns data or information as a result of performance of this contract understands and complies with this "Non-Disclosure and Non-Use of Data" agreement.

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(b) Non-Disclosure of Data/Information

The Contractor and its personnel and subcontractors shall disclose data or information obtained, received, or learned whether written or oral as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data or information is required in performance of this contract. The Contractor and its personnel and subcontractors shall not disclose such data or information to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent disclosure of such data or information except as specifically permitted herein.

(c) Non-Use of Data/Information

The Contractor and its personnel and subcontractors shall use data or information obtained, received, or learned whether written or oral as a result of performance of this contract only in direct performance of this contract and for no other purpose. The Contractor and its personnel and subcontractors shall not use or consider such data or information in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement. The Contractor and its personnel and subcontractors shall take all steps necessary to prevent use of such data or information except as specifically permitted herein.

(d) Non-Disclosure/Non-Use Agreements

Before any of the Contractor's personnel becomes involved in performance of this contract, the Contractor shall obtain a non-disclosure/non-use agreement signed by that person. The non-disclosure/non-use agreement shall state that:

- (1) He/she shall disclose data or information obtained, received, or learned by him/her as a result of performance of this contract only to Contractor personnel directly performing under this contract and to United States Department of Defense personnel to whom disclosure of such data or information is required in performance of this contract.
- (2) He/she shall not disclose data or information obtained, received, or learned as a result of performance of this contract to anyone who prepares offers, proposals, bids, and/or quotations for Government and/or non Government procurements.
- (3) He/she shall use data or information obtained, received, or learned as a result of performance of this contract only in direct performance of this contract and for no other purpose.
- (4) He/she shall not use or consider data or information obtained, received, or learned as a result of performance of this contract in the preparation of any offer, proposal, bid, and/or quotation for any Government and/or non Government procurement.

In the event that the Contractor, its personnel, and or subcontractors will obtain, receive, or learn data or sensitive information of other entities as a result of performance of this contract, the

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Contractor shall execute a non-disclosure/non-use agreement with each such entity prior to having access to the data or information provided by the entity.

(e) Requirement to Disclose Data/Information

If the Contractor, its personnel and/or its subcontractors receive a court order requiring disclosure of data or information obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such data is otherwise required by law or regulation, the Contractor shall contact the Contracting Officer immediately and fully inform the Contracting Officer of the court order or other requirement prior to any disclosure of data or information.

(f) Exception

This "Non-Disclosure and Non-Use of Data/Information" provision does not apply to data or information which the Contractor can demonstrate was obtained, received, or learned in a way other than as a result of performance of this contract.

(g) Government Remedy

Any violation of the terms of this "Non-Disclosure and Non-Use of Data/Information" provision is a material and substantial breach of this contract and the Government may, in addition to any other remedy available, terminate this contract, or any part thereof, for cause or default. Noncompliance with the "Non-Disclosure and Non-Use of Data/Information" provision may also adversely affect the evaluation of a Contractor's reliability in future acquisitions.

(h) Non-disclosure/Non-Use Agreements

The contractor shall maintain all Non-Disclosure and Non-Use of Data/Information agreements required by this provision and shall make such agreements available for immediate inspection by the Contracting Officer.

SUBPART 5237.1- Service Contracts General

5237.102 Policy

"The contractor shall report ALL 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. 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>."

5. DELIVERABLES

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The Contractor shall provide the following deliverables within the timeframe specified:

Products/Deliverable	Schedule/Date Required
Scheduling Tracking	Weekly
Status Report	Monthly
Travel documentation	As required
Briefings or technical reports	As required
Meeting Minutes, Agendas	As required
Programmatic letters	As required
Work Plan	As required
Program Briefs	As required
Point Papers, Decision Papers, Information Papers	As required
Action Tracking System	As required
Business Plan	As required
Configuration Management Plan	As required
End of Performance Report	As required

Monthly Status Reports. The Contractor shall provide a monthly report which summarizes overall performance under the task order. The report shall detail performance under each task of this PWS (3.0), addressing completed tasks and the status of on-going tasks. For in-process tasks, the Contractor shall identify accomplishments for the month, identify planned accomplishments for the coming month and potential risks that might negatively impact performance and proposed mitigation plans. Reports shall be submitted monthly on the 5th calendar day for the preceding month to the Task Order Manager (TOM) with a copy to the Contracting Officer (KO).

End of Performance Report. The Contractor shall develop a report summarizing Financial Management and Accounting Administration Support functions as congruent with PWS 3.0. The report will provide items in priority order of importance, internal control deficiencies and related criteria or workarounds with final determination of impact for each non-compliant requirement assessed. The final report shall be submitted to the TOM within 30 days after the end of the contract period of performance.

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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 AND MATRIX

1.0 PURPOSE

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

2.0 AUTHORITY

Authority for issuance of this QASP is provided under FAR 52-212-4(a), Inspection/Acceptance, which provides for inspections and acceptance of the articles, services, and documentation called for in the contract to be accomplished by the Contracting Officer or their duly authorized representative.

3.0 SCOPE

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

4.0 RESPONSIBILITIES

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

- **Contracting Officer** – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.
- **Task Order Manager (TOM)** – An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for the TOM is the Contracting Officer. TOM limitations are contained in the written letter of appointment.

5.0 METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP. The QASP Matrix (Attachment 1) describes the methods of surveillance that may be used to monitor the services and deliverables to be provided under the contract.

- **Customer Feedback** – Customer feedback may be obtained either from the results of formal customer satisfaction surveys or from random customer complaints. Customer complaints, to be considered valid, must set forth clearly and in writing the detailed nature of the complaint, must be signed and must be forwarded to the Contractor. The Contractor shall maintain a

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summary log of all formally received customer complaints as well as a copy of each complaint in a documentation file.

- **Random Checks/Inspections** – Random checks will be conducted to ensure compliance with the Standard Operating Procedures (SOP). The CO or Technical Point of Contact (TPOC) will conduct the random monitoring.

6.0 IDENTIFIED QA SURVEILLANCE ITEMS

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

7.0 DOCUMENTATION

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

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

8.0 ANALYSIS OF CONTRACTOR PERFORMANCE

The analysis of contractor performance shall be conducted at the end of each month and serves to provide a summary of the Contractor's performance to the Contracting Officer and the Contractor. Overall performance is important in determining whether to increase, decrease or maintain the current level of surveillance and/or whether to initiate corrective action to bring the Contractor's work up to the standards of the specification.

QASP MATRIX

Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level	Procedures to be taken when performance standards are not met
Contract Deliverables (MPT & ACTR/IT)	Contract deliverables furnished as prescribed in the PWS, attachments, Task Orders, etc., as applicable.	Inspection by the TOM	100% inspection of all contract deliverables.	>95% of deliverables submitted timely and without rework required.	FAR Clause 52.212-4
Qualified Personnel	All personnel on task are fully qualified in accordance with the PWS	Inspection by TOM	Random	>98% personnel fully qualified IAW	FAR Clause 52.212-4

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Performance Element	Performance Requirement	Surveillance Method	Frequency	Acceptable Quality Level	Procedures to be taken when performance standards are not met
(MPT & ACTR/IT)				with PWS Section	
Monthly Status Report (MPT & ACTR/IT)	Reports shall be submitted monthly on the 5th calendar day for the preceding month. Reports provide any issues and concerns that need to be resolved, travel and ODC information provided as contained in the PWS.	Review by TOM/TPOC	Monthly	>95% accuracy	FAR Clause 52.212-4
Overall Contract Performance (MPT & ACTR/IT)	Overall contract performance of sufficient quality to earn a Satisfactory (or higher) rating in the TOM's annual report on Contractor Performance	Assessment by the TOM	Annual	All performance elements rated Satisfactory (or higher)	FAR Clause 52.212-4

If performance is within acceptable levels, it will be considered to be satisfactory. If not, overall performance may be considered unsatisfactory.

INCENTIVES/DISINCENTIVES:

The TOM makes an annual report on Contractor Performance (CPARS or other annual report). The contractor's failure to achieve satisfactory performance under the contract, reflected in the TOM's annual report, may result in termination of the contract and may also result in the loss of future Government contracts. Additionally, the contractor's failure to achieve satisfactory performance under the contract may also result in the non-exercise of available options.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

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SECTION F DELIVERABLES OR PERFORMANCE

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

5000	12/1/2012 - 11/30/2013
6000	12/1/2012 - 11/30/2013

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

5000	1 December 2012 through 30 November 2013
6000	

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

Option Year 1:

5001	1 December 2013 through 30 November 2014
6001	

Option Year 2:

8000	1 December 2014 through 30 November 2015
9000	

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SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager:

CDR Keith Lanzer
Undersea Warfare Division (N97FT)
2000 Navy Pentagon
Washington, D.C. 20350-2000

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)

(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 Central Contractor Registration 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.

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Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	HQ0338
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)	Not Applicable
Service Acceptor (DoDAAC)	N47039
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	N00024
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 email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Acceptor - keith.lanzer@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.

Keith Lanzer - (571) 256-8434

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

(End of clause)

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

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

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

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

Name: Andrew Hildebrandt
Address: NAVSUP Fleet Logistics Center Norfolk

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1968 Gilbert Street, Suite 600
Norfolk, VA 23511
Phone: 757-443-1321

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: Leah Baker
Address: NAVSUP Fleet Logistics Center Norfolk
1968 Gilbert Street, Suite 600
Norfolk, VA 23511
Phone: 757-443-1386

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.

Not Applicable

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

5. TASK ORDER MANAGER (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 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 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.

Name: CDR Keith Lanzer
Address: 2000 Navy Pentagon
Washington, D.C 20350-2000
Phone: (571) 256-8434

(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:

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- 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 Task Order Manager (TOM) or someone else herein.

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

4. The Task Order Manager (TOM) is responsible for interface with the contractor and performance of duties such as those set forth below. It is emphasized that only the PCO/CAO has the authority to modify the terms of the contract. In no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. If in the opinion of the contractor an effort outside the scope of the contract is requested, the contractor shall promptly notify the PCO in writing. No action may be taken by the contractor unless the PCO or CAO has issued a contractual change. The TOM duties are as follows:

a. Technical Interface

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

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

b. Contract Surveillance

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

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

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

(4) If the Contractor Performance Assessment Reporting System (CPARS) is applicable to the contract you are responsible for completing a Contractor Performance Assessment Report (CPAR) in the CPARS Automated Information System (AIS). The initial CPAR, under an eligible contract, must reflect evaluation of at least 180 days

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

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

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

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

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

e. Administrative Duties

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

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

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

f. Government Furnished Property. When government property is to be furnished to the contractor, the TOM will take the necessary steps to insure that it is furnished in a timely fashion and in proper condition for use. The TOM 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 TOM is responsible for ensuring that any applicable security requirements are strictly adhered to.

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

i. Written Report/Contract Completion Statement.

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

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

52.219-28 Post-Award Small Business Program Rerepresentation APR 2009

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 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days.

(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 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

52.232-18 -- Availability of Funds (Apr 1984)

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

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

THIS CONTRACT INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. ALSO, THE FULL TEXT OF A CLAUSE MAY BE ACCESSED ELECTRONICALLY AT THIS/THESE ADDRESS(ES):

FAR CLAUSES [HTTP://ACQUISITION.GOV/COMP/FAR/INDEX.HTML](http://ACQUISITION.GOV/COMP/FAR/INDEX.HTML)

DFAR CLAUSES [HTTP://WWW.ACQ.OSD.MIL/DPAP/DARS/DFARS/INDEX.HTM](http://WWW.ACQ.OSD.MIL/DPAP/DARS/DFARS/INDEX.HTM)

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(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 7 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

- (a) 26 U.S.C. 6331(h) authorizes the Internal Revenue Service (IRS) to continuously levy up to 100 percent of contract payments, up to the amount of tax debt.
- (b) When a levy is imposed on a payment under this contract and the Contractor believes that the levy may result in an inability to perform the contract, the Contractor shall promptly notify the Procuring Contracting Officer in writing, with a copy to the Administrative Contracting Officer, and shall provide--
- (1) The total dollar amount of the levy;
 - (2) A statement that the Contractor believes that the levy may result in an inability to perform the contract, including rationale and adequate supporting documentation; and
 - (3) Advice as to whether the inability to perform may adversely affect national security, including rationale and adequate supporting documentation.
- (c) DoD shall promptly review the Contractor's assessment, and the Procuring Contracting Officer shall provide a written notification to the Contractor including--
- (1) A statement as to whether DoD agrees that the levy may result in an inability to perform the contract; and
 - (2)(i) If the levy may result in an inability to perform the contract and the lack of performance will adversely affect national security, the total amount of the monies collected that should be returned to the Contractor; or
 - (ii) If the levy may result in an inability to perform the contract but will not impact national security, a recommendation that the Contractor promptly notify the IRS to attempt to resolve the tax situation.
- (d) Any DoD determination under this clause is not subject to appeal under the Contract Disputes Act.

(End of clause)

252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)

- (a) Contract line item(s) 5000, 5001, 6000, 6001, 8000, 9000 are incrementally funded. For these item(s), the sum of [REDACTED] 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 items(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

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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.

(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 [REDACTED]
CLIN 5000 - [REDACTED]
CLIN 6000 - [REDACTED]

(End of clause)

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5252.204-9400 CONTRACTOR ACCESS TO FEDERALLY CONTROLLED FACILITIES AND/OR UNCLASSIFIED SENSITIVE INFORMATION OR UNCLASSIFIED IT SYSTEMS (May 2010)

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 (NACLCC) which consists of a NACI including a FBI fingerprint check plus credit and law

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enforcement checks. Each contractor employee applying for a trustworthiness determination is required to complete:

- * 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 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 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 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.

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

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

(End of Clause)

5252.232-9400 LIMITATION OF LIABILITY – INCREMENTAL FUNDING (Jan 1992)

This contract is incrementally funded and the amount currently available for payment hereunder is limited to [REDACTED] inclusive of fee. It is estimated that these funds will cover the cost of performance through **30 July 2013**. Subject to the provisions of the clause entitled "Limitation of Funds" FAR 52.232-22 of the General Provisions of this contract, no legal liability on the part of the Government for payment in excess of [REDACTED] shall arise unless additional funds are made available and are incorporated as a modification to this contract.

<u>EST. TOTAL ORDER NTE</u>	<u>TOTAL FUNDED AMOUNT</u>	<u>UNFUNDED BALANCE</u>
[REDACTED]	[REDACTED]	[REDACTED]

(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: Andrew Hildebrandt
Address: Fleet Logistics Center Norfolk
1968 Gilbert Street
Bldg. W-143, Floor 6
Norfolk, VA 23511
Telephone: 757-443-1321

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

Attachment I - DD254

Attachment II - DD 1484