

2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 09-Sep-2014	4. REQUISITION/PURCHASE REQ. NO. N3904014RQ40220	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY CODE	N39040	7. ADMINISTERED BY (If other than Item 6) CODE	S2404A

PORTSMOUTH NAVAL SHIPYARD
 Contracting Division, Code 410 Bldg 153, 6th Floor
 Kittery ME 03904

DCMA Manassas
 14501 George Carter Way
 Chantilly VA 20151

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) CACI TECHNOLOGIES INC. 14370 Newbrook Drive Chantilly VA 20151-2218	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4026-FK03
	10B. DATED (SEE ITEM 13) 30-Apr-2013
CAGE CODE 8D014 FACILITY CODE	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)
 SEE SECTION G

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

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

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) Joseph A LeFebvre, Contracting Officer
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED
(Signature of person authorized to sign)	
	16B. UNITED STATES OF AMERICA BY /s/Joseph A LeFebvre (Signature of Contracting Officer)
	16C. DATE SIGNED 09-Sep-2014

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GENERAL INFORMATION

The purpose of this modification is to ... 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:

5000AB:

From: AB 1741804 60BA 252 39040 068732 2D Q40220 39040404K31Q

To: AB 1741804 60BA 252 39040 068732 2D Q40220 39040404K31Q

The total amount of funds obligated to the task is hereby increased from \$213,774.50 by \$57,837.35 to \$271,611.85.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
5000AB	O&MN,N	0.00	57,837.35	57,837.35

The total value of the order is hereby increased from \$271,611.74 by \$0.11 to \$271,611.85.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
5000AB	57,837.24	0.11	57,837.35

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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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
5000						\$271,611.85
5000AA	R425	Professional Engineering and Technical Services. Code 133/136 Receipt Inspection Program Support Services. (O&MN,N)	█	█	█	\$213,774.50
5000AB	R425	Incremental Funding (O&MN,N)	█	█	█	\$57,837.35
5001						\$284,886.96
5001AA	R425	OPTION (O&MN,N) Option	█	█	█	\$284,886.96
8000						\$292,854.00
8000AA	R425	OPTION (O&MN,N) Option	█	█	█	\$292,854.00

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT CODE 130 RECEIPT INSPECTION PROGRAM SUPPORT

1.0 INTRODUCTION

The contractor will provide technical and engineering services, corporate guidance and technical support necessary in accordance with this Performance Work Statement (PWS) in support of the U.S. Navy Portsmouth Naval Shipyard, Portsmouth, NH (PNSY).

The contractor will commit the resources necessary to ensure the program tasks are accomplished efficiently, satisfactorily, cost effectively and with the highest standards. This is a performance-based Performance Work Statement. The effort performed hereunder will be evaluated in accordance with the Quality Assurance Surveillance Plan (QASP).

1.1. Background

Receipt Inspection assumes responsibility for incoming deliveries during the inspection process, inspecting materials procured for use on Naval Nuclear Submarines that meets specific requirements before accepting that material for use in Level 1 and SUBSAFE applications. PNS is the Navy's sole stocking point for this program. As we right size the Receipt Inspection program and train personnel, additional program support is necessary to ensure timely processing and acceptance of material for use out in the fleet. Accepted commodities are delivered to the ordering organization or Supply Department for release into the stock system after proper marking and labeling of the material, normally less than 24 hours from acceptance.

The volume of incoming shipments to Building 153 & 170 at Portsmouth Naval Shipyard Receiving Department has increased over the past years with current numbers up around 1200 lots of Level 1 and SUBSAFE material annually. Individual lots can include very complex components requiring significant effort on individual items or a high quantity of individual pieces also requiring significant effort (e.g., ball valves, fasteners, welding electrodes, etc.). Individual lots can be small (e.g., 1 item) or very large (e.g., 90,000 lbs of welding electrodes or 2000 fasteners) This receipt inspection process focuses on processing of incoming lots so as not to negatively impact on-going workloads to meet mission needs and return assets back to the fleet to meet operational needs.

To allow acceptance of material, Receipt inspection performs visual and dimensional inspections using fixed gauges, micrometers, calipers, protractors, precision gage blocks and indicators that help detect defects in the equipment and or manufactured parts and assemblies that without such inspection would not be detected resulting in defective material being installed on a Navy asset, putting the asset or its crew at risk affecting the Navy's critical mission.

2.0 PURPOSE

This Performance Work Statement (PWS) defines the specific support to be furnished by the contractor to support the Receipt Inspection Section of the Quality Assurance (QA) Department of Portsmouth Naval Shipyard (PNS). The contractor shall provide the necessary management, technical and administrative personnel, as applicable, to meet the requirements of the Statement of Work. Receipt Inspection provides assurance that the materials procured for use on Naval Nuclear Submarines meets the required and specified requirements before being issued for Level I and SUBSAFE applications.

2.0 GENERAL

2.1 Requiring Department: Portsmouth Naval Shipyard, Quality Assurance Department.

2.1.1 Task Name: Code 130 Receipt Inspection Program Support

2.1.2 Period of Performance: 01 May 2013 through 30 April 2014, with two (2) one (1) year options.

2.1.3 Basic Deliverables: The contractor shall provide a monthly status report outlining the project and tasks being worked.

2.2 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

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constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Procuring Contracting Officer (PCO) immediately.

2.2.1 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, timely identification of issues, and effective management of their personnel. 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 between building 153 & 170, along with 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 employees. The contractor shall provide administrative support to employees in a timely fashion (time keeping, leave processing, pay, emergency needs).

2.4 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.

2.5 Location and Hours of Work

Accomplishment of the results contained in this PWS requires work between buildings 153 and 170 at Portsmouth Naval Shipyard, Portsmouth, NH. Normal workdays are Monday through Friday except US Federal Holidays. The workday shall start not earlier than 0600 and not later than 0900. Core hours of work are from 0900 to 1500 daily.

Government Regular Working Hours: The Government's regular working hours range between 0600 to 1700 Monday through Friday at the various sites. The exact working hours at each Performance Work Site (PWS) site may vary but will be between the hours noted above. The Contractor shall operate the COPARS during the sites normal operating hours Monday through Friday.

3.0 SCOPE OF WORK

3.1 The contractor shall provide technical support to the Receipt Inspection Branches (Code 133/136) of the QA Department at PNS. Due to the nature of the work, a working knowledge of NAVICP contracts and Shipyard Receipt Inspection processes is considered a pre-requisite to accomplish the Task Requirements. The contractor personnel shall work directly with Shipyard quality assurance (QA) team members to insure proper communications across the project.

3.2 Contractor support is required to provide Receipt Inspection Program Support

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services between Bldg 153 and 170 in achieving their goals and objectives. 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.

4.0 TASK REQUIREMENTS

Task requirements as described below are indicative of expected requirements and should not be considered all-inclusive of the tasking that may be required, nor will every requirement described below necessarily be requested of the contractor if, as work progresses, an alternative and more efficient method is found to perform the work. Task modifications shall be issued if changes are required. The contractor shall perform the following:

4.1 Receipt Inspection Assistance:

4.1.1 Contractor performs visual and dimensional inspections on a wide variety of purchased and locally manufactured parts and assemblies to determine compliance with drawings, specifications, and/or contract requirements.

4.1.2 Contractor, sets up items on a precision surface plate and establishes center lines and other starting points for inspection, and performs dimensional inspections in accordance with drawings and specifications.

4.1.3 Performs other dimensional inspections using fixed gages, micrometers, calipers, protractors, precision gage blocks, indicators, etc.

4.1.4 Performs functional checks such as flexure or spring rate tests.

4.1.5 Uses and operates equipment such as hardness testers, electronic plating thickness gages and surface finish analyzers to determine that part finished and hardness characteristics comply with specified requirements.

4.1.6 Conducts Technical Reviews of material documentation packages prior to material being released for issue as necessary. Contractor will verify that required paperwork is properly filled out and accurate. Objective quality evidence (reports, test results, inspection data, etc.) must be available to demonstrate contractual requirements have been met.

4.1.7 Signs for completion of the functions listed above

4.2 Material Certification Review Assistance:

4.2.1 Contractor shall Conduct Technical Reviews of material documentation packages prior to material being shipped to the Receipt Inspection Activity for physical inspection. Objective quality evidence (reports, test results, inspection data, etc.) must be available to demonstrate contractual requirements have been met.

4.2.2 Contractor will verify that required paperwork is properly filled out, accurate and meets contractual requirements including review of contract and all legal and technical requirements.

4.2.3 Review Quality Control requirements for the product to be inspected

4.3 Training: Contractor shall establish and execute a training program to Receipt Inspectors and Source Inspectors in maintaining proficiency in the Receipt Inspection process with primary focus on Level-1, Scope of Certification (SOC), Fly-By-Wire (FBW) and SUBSAFE components. Including but not limited to:

4.3.1 Contractor prepares lesson plans and training materials, based on course objectives. Modifies plans consistent with the needs of and make-up of the class. Determines instructional methods and approaches, obtains or develops necessary training aids, and determines time schedules and sequences of instruction. Conducts the training and assesses progress of studies in meeting desired objectives, including advising and assisting them to improve their performance. Integrates systematic work requirements into training to provide a conceptual knowledge of skills (i.e., on-the-job experience as much as possible). Consults with Department personnel as necessary to ensure accuracy of information used for training. Promotes safe work practices.

4.3.2 Contractor provides initial training which consists of mechanical and piping system components, electrical system components, structural system components, receipt inspection instructions, material identification (acid etching methods), certifying that satisfactory workmanship, assembly, strength, tightness, and principles of good design and construction as specified by customer requirement documents are adhered to.

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4.3.3 Contractor will provide refresher training on receipt inspection processes and procedures as they pertain to mechanical, electrical, and structural components, at or above the level of proficiency required to assure the quality demanded by customer requirements. This training should up-grade these inspectors by presenting the latest changes in procedures and methods of inspection along with techniques that may be revised by interim instructions.

4.4 Process, Instruction, and Monitoring Assistance:

4.4.1 As requested, assess process related issues and propose modifications and prepare instruction changes for improvement of the receipt inspection processes.

4.4.2 As requested, monitor and assess inspection performance data.

4.4.3 As requested, perform data gathering and collection as part of the process to include but not limited to backlog, lots received, lots completed, laboratory analysis, Quality Deficiency Reports (QDRs), Receipt Inspection Deficiency Logs (RIDLs), etc. Analyze data for improvement areas.

4.4.4 As requested, perform special task assignments and investigations relative to the improvement, identification, coordination and promulgation of Procurement Quality Control program concerns.

4.4.5 As requested, determine the degree of inspection to be performed at receipt and prepare inspection instruction to Code 562 specifying the inspections to be performed and accept/reject criteria

5.0 REPORTS

The contractor will submit monthly technical and financial status reports in accordance with the contract. All reports will be evaluated on timeliness, accuracy and appropriateness of content and compliance with Navy policies and procedures.

6.0 SECURITY CLEARANCE REQUIREMENTS

The work to be performed under this contract requires a DoD Final Confidential Security Clearance. It shall be the proposed contractor’s responsibility to obtain the appropriate security clearances as required by the U.S. Navy for all company personnel, including those of proposed subcontractors who will be involved in classified portions of the work or who will require access to restricted areas. The proposed contractor’s facility must be cleared to a minimum of Confidential Clearance, and contractor’s facility personnel to include subcontractor must possess proof of U.S. citizenship.

7.0 PERSONNEL SECURITY REQUIREMENTS

The contractor’s employees shall have at a minimum, a Final DoD Confidential Security Clearance.

PERSONNEL AND SECURITY REQUIREMENTS

The contractor shall provide detailed reviews of software products to ensure compliance with established procedures.

PERSONNEL AND SECURITY REQUIREMENTS Cont.

The Contractor’s employees shall have as a minimum, a DOD Final Confidential Security Clearance.

BADGING

The Contractor shall require a Common Access Card (CAC) in order to gain access to the Shipyard. The Shipyard is transitioning to the Navy Commercial Access Control System (NCACS). Depending on the timing of the transition the Contractor may have to register with NCACS to receive a CAC like card to access the Shipyard

The Contractor does not require access to Nuclear Work Areas (NWA) or engine rooms of nuclear powered submarines.

PERSONNEL

*Asterisks denote resumes required

LABOR CATEGORY	HOURS	
*Sr. Engineering Tech. ¹	5020	

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Total Estimated Hours	5020
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1 The candidate must meet the PNS qualifications for a Receipt Inspector/Quality Assurance Specialist.

Travel: None
Material: None

PERSONNEL QUALIFICATIONS

The following are descriptions of the minimum experience requirements identified by the Government as necessary for the respective labor categories. The specialized experience, included as part of the required qualifications, shall have been obtained in the field of endeavor indicated by the applicable Job Title shown below. All personnel shall be fully capable of performing in an efficient, reliable, and professional manner. If the contractor does not identify the labor categories listed below by the same specific title, then a cross-reference list shall be provided as part of the proposal.

The Government may, at any time, request resumes of contractor personnel. If the Contracting Officer questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the contractor.

The contractor shall have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in delivery/task orders. The work history of each contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Contracting Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

All labor categories require U.S. Citizenship.

**SENIOR ENGINEERING TECHNICIAN
(RECEIPT INSPECTION TEST ENGINEERING & PLANNING)**

MINIMUM REQUIREMENTS:

1. A minimum of ten (10) years experience involving Receipt Inspection, Visual and dimensional inspections that help detect defects in the equipment and or manufactured parts and assemblies.
 1. Testing
 - a. Develop test procedure format
 - b. Checking and reviewing all pre-planning software
 - c. Overseeing and providing in depth technical guidance
 - d. Reviewing and certifying all work has been tested
 - e. Review non-nuclear work/test status
 2. Technical
 - a. Author Instructions
 - b. Maintain and update technical requirements
 - c. Develop technical procedures

STATUS REPORT REQUIREMENTS

1. Status reports shall contain a cover letter including the following:

- A. The date of the Cover Letter
- B. The Status Report shall be addressed to:

Commander, Portsmouth Naval Shipyard
Attn: [REDACTED]
Purchase Division


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Portsmouth Naval Shipyard
Portsmouth, NH 03801-2590

- C. There shall be a subject line describing the task being reported
D. The body of the cover letter shall include:

The dates covered by the Status Report
Manhour and dollar expenditures for the period being reported
The Status Report number of the task
A list of any enclosures and/or attachments used to help explain the Report
A Point of Contact

- E. Distribution shall include:


The customer Code
Other pertinent persons (Made known at time of award)

2. The Status Report shall include:

- * Date the Status Report was created
- * Heading
- * Project
- * Project/Task number
- * Task Status
- * Travel Information (Include name of traveler, Period of Travel, and Reason)
- * Manhour information (Include Labor Category, Hours expended for the period, and the cumulative)
- * Materials and other Direct Cost Items Expended
- * Percentage of Completion To-Date
- * Percentage of Funded Amount Spent To-Date
- * Funded Amount/Total estimated Cost
- * Funds Expended To-Date
- * Scheduled Completion Date
- * Estimated Completion Date
- * Actual Delivery Date
- * Summary of Schedule Adherence
- * Remarks

The preferred format may be found on the following page.

3. The Status Report Shall also include a graphical representation of the Contractor's progress. An X-Y graph shall be used with the X axis representing time and the Y axis representing manhours. The contractor shall plot the estimated/projected values and the actual values on one graph. Ensure that there is a date, Title, and Project/Task number on the graph.

NON-DISCLOSURE AND NON-USE OF DATA AGREEMENT/CERTIFICATION

- (a) **Sensitive and /or Proprietary Information and/or Data**

In the course of performing this contract, contractor personnel may obtain certain sensitive, non-public information and or/data. Such information may be provided by the Navy for the purposes of contract performance. Other such information may be obtained (indirectly or informally) in the course of working in close proximity to Government personnel in the Government workplace. Sensitive, non-public information includes, without limitation, information relating to the Navy's research, development, products, trade secrets, know-how, contingency plans, budgeting, customers, finances, procurements (including, but not limited to source selection information), pre-deliverable information, personnel, personally identifiable information, and any other related information without regard for whether such information and/or data would otherwise be deemed secret or routine. Sensitive, non-public information can also include proprietary third information including but not limited to the research development, products, trade secrets, and know-how of other contractors. All such information and /or data shall be deemed to be "sensitive and/or Proprietary, whether or not designated or marked.

- (b) **Non-Disclosure of Information and/or Data**

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The Contractor and its personnel and subcontractors shall disclose sensitive and/or proprietary and/or data, received, or learned 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 sensitive and/or proprietary information and/or data 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 sensitive and/or proprietary information and/or data except as specifically permitted herein.

(c) **Non-Use of Information and/or Data**

The Contractor and its personnel and subcontractors shall use sensitive and/or proprietary and/or data obtained, received, or learned as a result of performance of this contract, whether in paper or electronic format or received orally, only in direct performance of its 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. Contractor employees shall not disclose such information and/or data to persons other than United States Department of Defense personnel and to other contractor personnel on a need –to-know basis for performance of the contract, except as otherwise approved by the Contracting Officer in writing and unless required by court order or applicable law, or unless necessary to conduct a judicial or administrative inquiry.

(d) **Non-Disclosure/Non-Use Agreements**

- (1) Before any of the Contractor’s personnel or the personnel of any tier subcontractor 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:

(A) He/she shall disclose sensitive and/or proprietary information and/or 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.

(B) He/she shall not disclose sensitive and/or proprietary 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.

(C) He/she shall use sensitive and/or proprietary 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.

(D) He/she shall not use sensitive and/or proprietary and/or data 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 its personnel, and or subcontractors will obtain, receive, or learn data or sensitive and/or proprietary information and/or of other entities as a result of performance of this contract, the Contractor shall execute a non-disclosure/non-use agreement with each such entity prior to having access to sensitive and/or proprietary information and/or provided by the entity.

(e) **Requirement to Disclose Data/Information**

If the Contractor, its personnel and/or is subcontractors receive a court order requiring disclosure of information and/or data obtained, received, or learned as a result of performance of this contract or if the Contractor believes disclosure of such information and/or 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 information and/or data.

(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 and/or” provision is a material

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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 or Contracting Officer Representative.

(j) Disposal of Documents

Upon completion of the task assigned or termination of the contract, or upon demand, whichever is earliest, the contractor shall return any and all documents containing sensitive and/or proprietary information and /or data (including any copies or reproductions hereof) in its possession or control.

VENDOR ACCESS TO PORTSMOUTH NAVAL SHIPYARD (C7F518)

Vendor access to Portsmouth Naval Shipyard: No person not known to be an American citizen of good standing and repute shall be eligible for access to Portsmouth Naval Shipyard and adjacent areas. Proof of citizenship may be required. Entrance of foreign nationals requires approval. (Ref: SECNAVINST) 5510.34

SAFETY/SECURITY (C7F519)

SAFETY: All representatives who have a need to enter the Controlled Industrial Area, or other areas specifically designated as safety hazardous, should provide themselves with safety head wear to be worn while in the area.

Vendors and/or subcontractors performing work on vendor-owned or government-owned plant facilities and equipment shall ensure that all OSHA safety regulations are followed. Prior to working on the Portsmouth Naval Shipyard, all vendors shall view the Code 106 safety video.

SECURITY: Commercial vehicles (automobiles) must have conspicuous contractor (company) identification (such as magnetic door-type signs) affixed to the outside of the vehicle if it is to enter the Controlled Industrial Area.

OSHA HEALTH & SAFETY CLAUSE (C7F520)

Vendors preparing specifications, designs or drawings for design, modification or procurement of plant facilities and equipment shall ensure that the appropriate OSHA criteria are included. OSHA regulations must be met except when more stringent Navy requirements apply.

RESTRICTIONS ON USE OF YELLOW MATERIAL (C7F521)

Yellow colored items such as those described below are of special significance within the Shipyard and are subject to strict controls. Accordingly, contractors shall not use yellow or orange-yellow colored materials for the following purposes: protective clothing, hoods, sheeting, tarpaulins, polyethylene bottles or other containers, tapes, bags, banding, identification marks on tools, boundary markers, ribbons, vent ducts, etc. Contractor generated yellow colored waste shall be disposed of by the Contractor off-yard. Shipyard refuse containers shall not be used for disposal of yellow colored waste materials. Yellow colored contract generated debris shall be bagged in non-translucent containers, and promptly removed from the Portsmouth Naval Shipyard.

RADIOLOGICAL INDOCTRINATION (C7F522)

All Contractor employees performing work within the Portsmouth Naval Shipyard must view a radiological video. Contractor employees who are expected to be on the Shipyard for greater than thirty (30) calendar days must attend a one-half hour indoctrination briefing. Attendance at the briefing will be required prior to being issued a permanent Shipyard badge. The indoctrination briefing will provide radiological fundamentals and information on radiological postings and controls at the Portsmouth Naval Shipyard.

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RADIOLOGICAL POSTINGS AND INSTRUCTIONS (C7F523)

Any contractor employee who disregards, alters, moves or otherwise tampers with a radiological posting, or who disobeys a radiological instruction, will not be allowed to continue working at the Portsmouth Naval Shipyard.

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SECTION D PACKAGING AND MARKING

NOT APPLICABLE

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

SHIP TO:

PORTSMOUTH NAVAL SHIPYARD
CODE 501.2
RECEIVING OFFICER
BUILDING 170
KITTEERY ME. 03904

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SECTION E INSPECTION AND ACCEPTANCE

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
5000	Destination	Government	Destination	Government
5001	Destination	Government	Destination	Government
8000	Destination	Government	Destination	Government

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) FOR

1. PURPOSE

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

2. AUTHORITY

Authority for issuance of this QASP is provided under FAR 52.212-4(a), Inspection/Acceptance, and FAR 52.212-4(m), Termination for cause, and documentation called for in the contract to be accomplished by the Contracting Officer or his duly authorized representative.

3. SCOPE

The QASP is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract or task order. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's Management Plan.

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 a TOM is the Contracting Officer. TOM limitations are contained in the written letter of appointment.

5.0 METHOD OF QA SURVEILLANCE

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

Government Representative to Monitor – A Government Representative will randomly monitor the Contractor's performance. The TOM will conduct the random monitoring.

6.0 IDENTIFIED QA SURVEILLANCE ITEMS

The following PBSC items are identified within the Statement of Work presented in Section C of the solicitation and are to be monitored under this QASP.

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Code 133/136, Receipt Inspection Technical Support

Measurement/Metric – Quality, Timeliness, and Responsiveness.

Performance Standard – Quality – shall focus on the contractor’s ability to satisfactorily meet the customer’s expectations of completed work. How many deficiencies were found or instances of rework were required are the types of things that shall be examined.

Timeliness – within the times and periods, such as on time delivery of products, status reports, invoicing, contractor’s written response within 3 days of CDR(s), and adherence to schedules shall impact any review of Timeliness.

Responsiveness–shall be concerned with how well the contractor responds to customer concerns and the approach used to resolve problems.

Maximum Error Rate – Quality - 0%

Timeliness – 0%

Responsiveness – 0%

Receipt Inspection Assistance

Measurement/Metric – Quality, Timeliness and Responsiveness

Performance Standard –Quality – How well the Contractor accomplishes the following:

Performs visual and dimensional inspections on a wide variety of purchased and locally manufactured parts and assemblies to determine compliance with drawings, specifications, and/or contract requirements.

As required, sets up items on a precision surface plate and establishes center lines and other starting points for inspection, and performs dimensional inspections in accordance with drawings and specifications.

Perform other dimensional inspections using fixed gages, micrometers, calipers, protractors, precision gage blocks, and indicators, etc.

Performs functional checks such as a flexure or spring rate tests.

Uses or operates equipment such as hardness testers, electronic plating thickness gages and surface finish analyzer to determine that part finished and hardness characteristics comply with specified requirements.

Conduct Technical Reviews of material packages prior to material being released for issue. Contractor shall ensure that required paperwork is properly filled out and accurate.

Timeliness – Meeting special or urgent projects deadlines as determined by the Division or Branch Head. Contractor’s written response within 3 days of CDR (s)

Responsiveness– Upon receipt of concern the Contractor shall respond in person, telcon, or e-mail within 1 day to discuss the concern. Within 2 days the Contractor shall provide a hardcopy POA&M to the customer outlining the resolution of the concern.

Material Certification Review Assistance

Measurement/Metric – Quality, Timeliness and Responsiveness

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Performance Standard –Quality – How well the contractor conducts Technical Reviews of material packages prior to material being shipped to the Receipt Inspection Activity for physical inspection.

How well the contractor verifies that required paperwork is properly filled out and its accuracy.

How well the contractor reviews the contracts and all legal and technical requirements.

How well the contractor reviews the Quality Control requirements for the product in question

Timeliness – Meeting special or urgent projects deadlines as determined by the Division or Branch Head. Contractor’s written response within 3 days of CDR (s).

Responsiveness - Upon receipt of concern the contractor shall respond in person, telcon, or e-mail within 1 day to discuss the concern. Within 2 days the contractor shall provide a hardcopy POA&M to the customer outlining the resolution of the concern.

Maximum Error Rate – Quality - 0%

Timeliness – 0%

Responsiveness – 0%

Training Assistance

Measurement/Metric – Quality, Timeliness and Responsiveness

Performance Standard – Quality – How well the Contractor assists in establishing and executing a training program to assist Receipt Inspectors and Source Inspectors in maintaining proficiency in the Receipt Inspection process with primary focus on Level-1, Scope of Certification (SOC), Fly-By-Wire (FBW) and SUBSAFE components.

The contractor shall be evaluated on how well they perform the following:

A. Prepares lesson plans and training materials, based on course objectives. Modifies plans consistent with the needs of and make-up of the class. Determines instructional methods and approaches, obtains or develops necessary training aids, and determines time schedules and sequences of instruction. Conducts the training, assesses progress of studies in meeting desired objectives, including advising and assisting them to improve performance. Integrates systematic work requirements into training to provide a conceptual knowledge of (i.e., on-the-job experience as much as possible). Promotes safe work practices.

B. Provides Initial Training which consists of mechanical and piping system components, electrical system components, structural system components, receipt inspection instructions, material identification (acid etching methods), certifying that satisfactory workmanship, assembly, strength, tightness, and

principles of good design and construction as specified by customer requirement documents are adhered to.

C. Provide Refresher Training on receipt inspection processes and procedures as they pertain to mechanical, electrical, and structural components, at or above the level of proficiency required to assure the quality demanded by customer requirements. This training should up-grade these inspectors by presenting the latest changes in procedures and methods of inspection along with techniques that may be revised by interim instructions.

Timeliness – Meeting special or urgent project deadlines as determined by the Division or Branch Head.

Contractor’s written response within 3 days of CDR(s)

Responsiveness– Upon receipt of concern the contractor shall respond in person, telcon, or e-mail within 1 day to discuss the concern. Within 2 days the contractor shall provide a hardcopy POA&M to the customer outlining the resolution of the concern.

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Maximum Error Rate – Quality - 0%

Timeliness – 0%

Responsiveness – 0%

7. DOCUMENTATION

The TOM will, in addition to providing documentation, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government’s performance of the quality assurance function. All such records will be retained for the life of this contract. The TOM shall forward these records to the Contracting Officer at termination or completion of the contract.

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.

MEASURABLE PERFORMANCE

The contractor shall be measured in performance using the factors of Quality, Timeliness, and Responsiveness. Within these factors the contractor shall be rated using various elements applicable to each of the factors. For example the Quality factor shall focus on the contractor’s ability to satisfactorily meet the customer’s expectations of completed work. How many deficiencies were found or instances of rework were required are the types of things that shall be examined. On time delivery of products, status reports, invoicing, and adherence to schedules shall impact any review of Timeliness. Responsiveness shall be concerned with how well the contractor responds to customer concerns and the approach used to resolve problems.

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SECTION F DELIVERABLES OR PERFORMANCE

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

5000AA	5/1/2013 - 3/10/2014
5000AB	3/11/2014 - 4/30/2014

CLIN - DELIVERIES OR PERFORMANCE

SECTION F DELIVERABLES OR PERFORMANCE

The period of performance for the base year are as follows:

5000 – 01 May 2013 through 30 April 2014

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

Option Year 1:

5001 01 May 2014 through 30 April 2015

Option Year 2:

8000 – 01 May 2015 through 30 April 2016

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SECTION G CONTRACT ADMINISTRATION DATA

SUP 5252.232-9402 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (April 2008)

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

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

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

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

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

	<i>Routing Table</i>
WAWF Invoice Type	COMBO
Contract Number	N00178-04-D-4026
Delivery Order Number	FK03
Issuing Office DODAAC	N00189
Admin Office DODAAC	N00189
Inspector DODAAC (usually only used when Inspector & Acceptor are different people)	
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	N39040
Acceptance At Other	
Local Processing Office (Certifier)	N39040
DCAA Office DODAAC (Used on Cost Voucher's only)	
Paying Office DODAAC	N00024
Acceptor/COR Email Address	WAWF-39040@navy.mil

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

(d) For each invoice / cost voucher submitted for payment, the contractor shall include the following email addresses for the

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WAWF automated invoice notification to the following points of contact:

Name	Email	Phone	Role

CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES

CLAUSES INCORPORATED BY FULL TEXT

INVOICING INSTRUCTIONS FOR CONTRACTOR

To expedite payment, attention is directed to Section E of this contract, DFARS 252.246-7000, "Material Inspection and Receiving Report." This report, DD Form 250, will be required to support your invoice when a DFAS is the paying office. If you are unfamiliar with the procedures related to this form, contact your Government Quality Assurance Representative of the administering office listed in block 6 on page 1.

Contractors are encouraged to use copies of the DD Form 250 as an invoice in lieu of a commercial form, but are not required to do so when a DFAS is not the paying office.

252.232-7007 Limitation of Government's obligation.

Limitation of Government's Obligation (MAY 2006)

(a) Contract line item CLIN 5000, 5001 and 8000 are incrementally funded. For this item(s), the sum of \$213,774.50* 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 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 items(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 a 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 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 the 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 terminate 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 On or about 01 May 2013- \$213,774.50

(Mar) (10), (2014) \$57,837.35

1st Year Option:

(May) (01), (2014) \$__

(Jul) (01), (2014) \$__

(Oct) (01), (2014) \$__

(Jan) (01), (2015) \$__

2nd Year Option:

(May) (01), (2015) \$__

(Jul) (01), (2015) \$__

(Oct) (01), (2015) \$__

(Jan) (01), (2016) \$__

(End of clause)

NMCARS 5237.102(90)

"5237.102 Policy. DoD contracting activities awarding or administering contracts shall incorporate the following Enterprise-wide Contractor Manpower Reporting Application (ECMRA) standard language into all contracts which include services, provided the organization that is receiving or benefiting from the contracted service is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is the executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. The only contracted services excluded from reporting are construction and utilities. The standard language to be inserted is:

"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>."

In order to expedite administration of this contract/order, the following delineation of duties is provided including thenames, addresses and phone numbers for each individual or office as specified. The individual/position designated ashaving 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;

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- 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: [REDACTED]

Address: Code 220.5

Portsmouth Naval Shipyard, Portsmouth, NH 30801

Phone: [REDACTED]

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

Name: -----

Address: -----

Phone: -----

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 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.

TOM

[REDACTED]
Portsmouth Naval Shipyard
Address: Bldg 92, 2nd Flr
[REDACTED]
(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.

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- 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. TechnicalInterface

(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 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.

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(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.

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.

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

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

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

a. Identify contractor deficiencies to the TOM.

b. Review contract deliverables, recommend acceptance/rejection, and provide the TOM with documentation to support the recommendation.

c. Assist in preparing the final report on contractor performance for the applicable contract in accordance with the format and procedures prescribed by the TOM.

d. Identify contract noncompliance with reporting requirements to the TOM.

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- e. Review contractor status and progress reports, identify deficiencies to the TOM, and provide the TOM with recommendations regarding acceptance, rejection, and/or Government technical clarification requests.
- f. Review invoices and provide the TOM with recommendations to facilitate TOM certification of the invoice.
- g. Provide the TOM with timely input regarding technical clarifications for the statement of work, possible technical direction to provide the contractor, and recommend corrective actions.
- h. Provide detailed written reports of any trip, meeting, or conversation to the TOM subsequent to any interface between the TA and contractor.

Receipt Inspection
Base Period
Code 133 Estimate

DELIVERY ORDER TOTAL AMOUNT							
Contract: N00178-04-D-4026							
D.O. FK03							
CLIN 5000							
	TOTAL	INCR.	REV'D	PREVIOUS	FUNDED	TOTAL	BALANCE TO
		TOTAL	TOTAL	FUNDING	ACTION	FUNDED	BE FUNDED
		BY	TOTAL				
<u>TOTAL D.O.</u>							
FIRM FIXED PRICE	\$ 855,098.00	\$ 57,837.35	\$ 271,611.85	\$ 213,774.50	\$ 57,837.35	\$ 271,611.85	\$ (583,486.15)

ITEM 0001 - LABOR							
<u>CLIN 5000</u>							
FIRM FIXED PRICE	\$ 277,357.00	\$ 57,837.35	\$ 271,611.85	\$ 213,774.50	\$ 57,837.35	\$ 271,611.85	\$ (5,745.15)

PNS INFO:

REF:

Funding ERP	CLIN	DOC #	
Base Period	5000	13RC30392	\$ 213,774.50

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SECTION H SPECIAL CONTRACT REQUIREMENTS

HOLIDAYS AND CURTAILMENT

The following holiday and Curtailment days are observed by all Federal Employees at the Portsmouth Naval Shipyard.

<u>NAME</u>	<u>TIME OF OBSERVANCE</u>
New Year's Day	1 January
Martin Luther King Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Curtailment, Friday	5 July 2013
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Curtailment, Friday	November 29, 2013
Christmas Day	25 December
Curtailment days	26, 27, 30, and 31 December 2013

In the event any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the contractor's accounting practices.

Unless stated otherwise in the request for quotation, the contractor shall observe the same holidays as the Government and, otherwise, shall be open for business Monday through Friday during the performance of this contract. If a different holiday schedule is selected, it shall be the contractor's responsibility to advise the Government each year in writing thirty (30) days in advance of the occasion to allow for mission adjustments.

CLAUSES INCORPORATED BY FULL TEXT

PERSONNEL REQUIREMENTS

(a) **Certain skilled experienced professional and/or technical personnel are essential for successful accomplishment of the work to be performed under this contract. Asterisks next to the labor categories denotes resumes are required and must be submitted for evaluation in the proposal. The Contractor agrees that such personnel shall not be removed from the contract work or replaced without compliance with paragraphs (b) and (c) hereof.**

(b) **If one or more of the personnel for whatever reason becomes, or is expected to become, unavailable for work under this contract for a continuous period exceeding thirty (30) working days, or is expecting to devote substantially less effort to the work than indicated in the proposal or initially anticipated, the Contractor shall immediately notify the Contracting Officer, and shall, subject to the concurrence of the Contracting Officer or his authorized representative, promptly replace such personnel with employees of at least substantially equal ability and qualifications.**

(c) **All requests for approval of substitutions hereunder must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitution. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the Contractor of this approval thereof in writing.**

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(d) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming, or that the resulting reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the Contractor may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate, or, at the discretion of the Contracting Officer if he finds the Contractor at fault for the condition, the contract price or fixed fee may be equitably adjusted downward to compensate the Government for any resultant delay, loss or damage.

(e) Personnel for this contract are designated in Section C.

INFORMATION ON EXPOSURE TO HAZARDOUS MATERIAL

As required by 29 CFR 1910.1200, The Hazard Communications Standard, the shipyard must inform you (as a contractor employer with employees working in the shipyard) of the hazardous materials used at the Shipyard which your employees may be exposed to while working here and also to suggest appropriate protective measures. This section informs you as required. Your own responsibilities as an employer, if any, are given in 29 CFR 1910.1200.

1. Hazardous materials your employees may be exposed to. Hazardous materials are materials which are cancer causing agents, toxic or highly toxic agents, reproductive toxins, irritants, corrosives, sensitizers, liver toxins, kidney toxins, agents which act on the blood forming system, and agents which damage the lungs, skins, eyes or mucous membranes. There are many potentially hazardous chemicals present at Portsmouth Naval Shipyard which, unless controlled properly, could present a safety and health problem. The presence of many potentially hazardous materials may be apparent from the manufacturer's warning label on the hazardous material containers. These hazardous materials range in type and quantity. Typical hazardous materials are:

- a. Metals, e.g., mercury, lead, chromium
- b. Solvents, e.g., disinfectants, cleaning and polishing compounds and preparations, dopes, thinners, flammable inks.
- c. Paints and adhesives, e.g., varnishes and related products, sealing compounds, asphalt, deck and floor coverings, deck compounds.
- d. Corrosives, e.g., acids, alkalis
- e. Compressed and liquefied gas, e.g., nitrogen, argon, oxygen, acetylene
- f. Lubricants and oils, e.g., greases, cutting oils, hydraulic oils, miscellaneous waxes and fats
- g. Fuels, e.g., liquid propellants, fuel oils, oxidizers, solid fuels
- h. Particulates, e.g., asbestos fiberglass, dust, fumes, mist

Depending on the material involved, materials such as these can present physical hazards and or health hazards. The presence of many potentially hazardous materials may be apparent due to their physical characteristics, such as the visual appearance of abrasive blasting dust or the distinctive smell of many solvents.

2. Labeling of Hazardous Material. Containers of potentially hazardous chemicals bear manufacturer's labeling, which identifies the chemical and it manufacturer, and provides appropriate hazard warnings. In addition, some materials may be labeled with the National Protection Association (NFPA) 704 label. This label uses a system of color coded symbols and numbers to convey the potential hazard of the material. The contractor should obtain information from NFPA concerning the interpretation of the 704 label.

3. Material Safety Data Sheets (MSDS). The Occupational Safety and Health Office at the shipyard maintains copies of manufacturers' Material Safety Data sheets for potentially hazardous chemicals/materials that are known to be present in the shipyard. The contractor may, upon request to the Occupational Safety and Health Office, review Material Safety Data Sheets for any specific materials to which contractor employees may be exposed while performing work in the shipyard workplace. This information may be reviewed in the Occupational Safety and Health Office.

4. Appropriate Protective Measures. Exposure to potentially hazardous material may occur from inhalation, ingestion or skin contact with the material: therefore, the following precautions should be taken:

- a. Obey signs, directions and warning labels;

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- b. Do not use unknown or labeled materials;
- c. Only operate shipyard equipment that you are authorized to operate, familiar with, and qualified to operate;
- d. If any health effects (skin rash, trouble breathing, etc.) occur, which you feel are caused by exposure to shipyard hazardous material, contact Code 106.1.

For specific information on any hazardous material contact Code 106.1, Building 22, phone (207)438-2001, Portsmouth Naval Shipyard, Portsmouth, NH 03801-5000.

LIABILITY INSURANCE LIMITS

Pursuant to the terms of the clause of this contract entitled INSURANCE - LIABILITY TO THIRD PARTIES FAR 52.228-7), following are the kinds and minimum amounts of insurance required:

General liability: bodily injury liability insurance coverage written on the comprehensive form of policy--\$500,000.00 per occurrence.

Automobile liability insurance written on the comprehensive form of policy for bodily injury and property damage liability covering the operation of all automobiles operated in the United States and used in connection with performing the contract--\$200,000.00 per person and \$500,000.00 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

Aircraft public and passenger liability when aircraft are used in connection with performing the contract--\$200,000.00 per person and \$500,000.00 per occurrence for bodily injury, other than passenger liability, and \$200,000.00 per occurrence for property damage. Coverage for passenger liability bodily injury shall be \$200,000.00 multiplied by the number of seats or passengers, whichever is greater.

CONFLICT OF INTEREST

SOLICITATION PROVISIONS FOR ORGANIZATIONAL CONFLICTS OF INTEREST

Consistent with the requirements of FAR 9.504(e), the Government will award the contract to the apparent successful offeror unless an OCI exists that cannot be avoided or mitigated. Accordingly, the contracting officer may require the apparent successful offeror(s) to submit an OCI Identification and Mitigation Plan for review prior to award. The contracting officer, with any required assistance from the requiring activity, will review the OCI Identification and Mitigation Plan submitted by the apparent successful offeror and will determine whether it is acceptable or unacceptable. If unacceptable, the contracting officer will discuss the deficiencies with the apparent successful offeror(s) and allow an opportunity to respond.

ORGANIZATIONAL CONFLICT OF INTEREST

As a condition of award, the contractor's eligibility for future prime contract or subcontract awards may be restricted; therefore, the solicitation contains this proposed clause that specifies both the nature and duration of the proposed restraint.

NOTE: See the Section L Provision, NOTICE OF INCLUSION OF ORGANIZATIONAL CONFLICT OF INTEREST CLAUSE, for more information.

(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.

(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 with respect to the suppliers and/or equipment listed in the applicable task orders. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (e) restrictions apply.

(2) The financial, contractual, organizational, and other interests of contractor personnel performing work under

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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" are 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) "Consultant" services are 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 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. [Check the restrictions that apply]

(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 three years 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 nondevelopmental 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 of their subsystems extends for a period of [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(a)(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 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,

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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 [insert the period of prohibition] 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 are 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 Procuring 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))

(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) which 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 one (1) year 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 9.505-4(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, or the products or services of another firm for which the contractor performs similar work. 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.

(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

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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.

WD 05-2241 (Rev.-13) was first posted on www.wdol.gov on 06/19/2012

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski Division of
Director Wage Determinations

Wage Determination No.: 2005-2241
Revision No.: 13
Date Of Revision: 06/13/2012

State: Maine
Area: Maine Statewide

****Fringe Benefits Required Follow the Occupational Listing****

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.90
01012 - Accounting Clerk II		14.49
01013 - Accounting Clerk III		16.20
01020 - Administrative Assistant		19.33
01040 - Court Reporter		18.63
01051 - Data Entry Operator I		12.24
01052 - Data Entry Operator II		13.64
01060 - Dispatcher, Motor Vehicle		16.55
01070 - Document Preparation Clerk		13.51
01090 - Duplicating Machine Operator		13.24
01111 - General Clerk I		12.23
01112 - General Clerk II		13.35
01113 - General Clerk III		14.98
01120 - Housing Referral Assistant		17.87
01141 - Messenger Courier		12.47
01191 - Order Clerk I		11.69
01192 - Order Clerk II		14.38
01261 - Personnel Assistant (Employment) I		13.75
01262 - Personnel Assistant (Employment) II		15.38
01263 - Personnel Assistant (Employment) III		17.15
01270 - Production Control Clerk		19.89
01280 - Receptionist		11.61

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01290 - Rental Clerk	11.05
01300 - Scheduler, Maintenance	14.32
01311 - Secretary I	14.32
01312 - Secretary II	16.02
01313 - Secretary III	17.87
01320 - Service Order Dispatcher	12.25
01410 - Supply Technician	19.85
01420 - Survey Worker	12.37
01531 - Travel Clerk I	12.99
01532 - Travel Clerk II	14.07
01533 - Travel Clerk III	15.16
01611 - Word Processor I	13.00
01612 - Word Processor II	14.73
01613 - Word Processor III	16.34
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	16.40
05010 - Automotive Electrician	16.16
05040 - Automotive Glass Installer	15.07
05070 - Automotive Worker	15.07
05110 - Mobile Equipment Servicer	13.79
05130 - Motor Equipment Metal Mechanic	16.22
05160 - Motor Equipment Metal Worker	15.08
05190 - Motor Vehicle Mechanic	16.22
05220 - Motor Vehicle Mechanic Helper	13.74
05250 - Motor Vehicle Upholstery Worker	14.44
05280 - Motor Vehicle Wrecker	15.07
05310 - Painter, tomotive	16.16
05340 - Radiator Repair Specialist	15.07
05370 - Tire Repairer	11.67
05400 - Transmission Repair Specialist	16.22
07000 - Food Preparation And Service Occupations	
07010 - Baker	12.43
07041 - Cook I	12.01
07042 - Cook II	13.30
07070 - Dishwasher	8.72
07130 - Food Service Worker	10.11
07210 - Meat Cutter	15.18
07260 - Waiter/Waitress	10.00
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.33
09040 - Furniture Handler	12.99
09080 - Furniture Refinisher	16.03
09090 - Furniture Refinisher Helper	13.66
09110 - Furniture Repairer, Minor	14.95
09130 - Upholsterer	17.57
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.97
11060 - Elevator Operator	10.97
11090 - Gardener	14.40
11122 - Housekeeping Aide	12.17
11150 - Janitor	12.17
11210 - Laborer, Grounds Maintenance	12.41
11240 - Maid or Houseman	10.01
11260 - Pruner	14.10
11270 - Tractor Operator	13.90
11330 - Trail Maintenance Worker	12.41
11360 - Window Cleaner	12.99
12000 - Health Occupations	

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12010 - Ambulance Driver	13.64
12011 - Breath Alcohol Technician	16.92
12012 - Certified Occupational Therapist Assistant	22.15
12015 - Certified Physical Therapist Assistant	20.14
12020 - Dental Assistant	16.26
12025 - Dental Hygienist	29.04
12030 - EKG Technician	25.37
12035 - Electroneurodiagnostic Technologist	25.37
12040 - Emergency Medical Technician	13.64
12071 - Licensed Practical Nurse I	15.31
12072 - Licensed Practical Nurse II	17.12
12073 - Licensed Practical Nurse III	19.10
12100 - Medical Assistant	13.94
12130 - Medical Laboratory Technician	17.56
12160 - Medical Record Clerk	13.54
12190 - Medical Record Technician	15.14
12195 - Medical Transcriptionist	15.17
12210 - Nuclear Medicine Technologist	32.44
12221 - Nursing Assistant I	10.03
12222 - Nursing Assistant II	11.28
12223 - Nursing Assistant III	12.31
12224 - Nursing Assistant IV	13.81
12235 - Optical Dispenser	15.53
12236 - Optical Technician	13.16
12250 - Pharmacy Technician	12.99
12280 - Phlebotomist	13.81
12305 - Radiologic Technologist	26.94
12311 - Registered Nurse I	23.39
12312 - Registered Nurse II	28.61
12313 - Registered Nurse II, Specialist	28.61
12314 - Registered Nurse III	34.61
12315 - Registered Nurse III, Anesthetist	34.61
12316 - Registered Nurse IV	41.48
12317 - Scheduler (Drug and Alcohol Testing)	20.25
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	16.25
13012 - Exhibits Specialist II	20.11
13013 - Exhibits Specialist III	24.96
13041 - Illustrator I	16.25
13042 - Illustrator II	20.11
13043 - Illustrator III	24.62
13047 - Librarian	20.94
13050 - Library Aide/Clerk	10.82
13054 - Library Information Technology Systems Administrator	18.92
13058 - Library Technician	13.80
13061 - Media Specialist I	13.64
13062 - Media Specialist II	15.26
13063 - Media Specialist III	17.02
13071 - Photographer I	14.36
13072 - Photographer II	19.74
13073 - Photographer III	24.42
13074 - Photographer IV	29.89
13075 - Photographer V	36.16
13110 - Video Teleconference Technician	17.37
14000 - Information Technology Occupations	
14041 - Computer Operator I	15.31
14042 - Computer Operator II	17.13

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14043 - Computer Operator III	19.11
14044 - Computer Operator IV	21.64
14045 - Computer Operator V	23.50
14071 - Computer Programmer I (see 1)	18.41
14072 - Computer Programmer II (see 1)	22.82
14073 - Computer Programmer III (see 1)	
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	15.31
14160 - Personal Computer Support Technician	25.11
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.51
15020 - Aircrew Training Devices Instructor (Rated)	33.68
15030 - Air Crew Training Devices Instructor (Pilot)	37.03
15050 - Computer Based Training Specialist / Instructor	26.00
15060 - Educational Technologist	23.27
15070 - Flight Instructor (Pilot)	37.03
15080 - Graphic Artist	21.34
15090 - Technical Instructor	18.11
15095 - Technical Instructor/Course Developer	22.15
15110 - Test Proctor	14.61
15120 - Tutor	14.61
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.12
16030 - Counter Attendant	10.12
16040 - Dry Cleaner	12.26
16070 - Finisher, Flatwork, Machine	10.12
16090 - Presser, Hand	10.12
16110 - Presser, Machine, Drycleaning	10.12
16130 - Presser, Machine, Shirts	10.12
16160 - Presser, Machine, Wearing Apparel, Laundry	10.12
16190 - Sewing Machine Operator	12.92
16220 - Tailor	13.62
16250 - Washer, Machine	10.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	20.32
19040 - Tool And Die Maker	23.65
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.40
21030 - Material Coordinator	19.89
21040 - Material Expediter	19.89
21050 - Material Handling Laborer	11.87
21071 - Order Filler	10.55
21080 - Production Line Worker (Food Processing)	14.40
21110 - Shipping Packer	13.50
21130 - Shipping/Receiving Clerk	13.50
21140 - Store Worker I	12.70
21150 - Stock Clerk	15.48
21210 - Tools And Parts Attendant	14.40
21410 - Warehouse Specialist	14.40
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	22.19
23021 - Aircraft Mechanic I	21.39
23022 - Aircraft Mechanic II	22.19
23023 - Aircraft Mechanic III	23.00
23040 - Aircraft Mechanic Helper	17.30

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23050 - Aircraft, Painter	20.55
23060 - Aircraft Servicer	18.89
23080 - Aircraft Worker	19.72
23110 - Appliance Mechanic	17.30
23120 - Bicycle Repairer	12.57
23125 - Cable Splicer	24.06
23130 - Carpenter, Maintenance	16.95
23140 - Carpet Layer	15.84
23160 - Electrician, Maintenance	21.73
23181 - Electronics Technician Maintenance I	19.64
23182 - Electronics Technician Maintenance II	23.73
23183 - Electronics Technician Maintenance III	25.06
23260 - Fabric Worker	17.71
23290 - Fire Alarm System Mechanic	19.70
23310 - Fire Extinguisher Repairer	16.78
23311 - Fuel Distribution System Mechanic	23.73
23312 - Fuel Distribution System Operator	19.85
23370 - General Maintenance Worker	16.44
23380 - Ground Support Equipment Mechanic	21.39
23381 - Ground Support Equipment Servicer	18.89
23382 - Ground Support Equipment Worker	19.72
23391 - Gunsmith I	16.78
23392 - Gunsmith II	18.59
23393 - Gunsmith III	20.28
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.81
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.55
23430 - Heavy Equipment Mechanic	18.74
23440 - Heavy Equipment Operator	16.37
23460 - Instrument Mechanic	22.77
23465 - Laboratory/Shelter Mechanic	19.46
23470 - Laborer	11.87
23510 - Locksmith	17.39
23530 - Machinery Maintenance Mechanic	19.80
23550 - Machinist, Maintenance	20.09
23580 - Maintenance Trades Helper	14.01
23591 - Metrology Technician I	22.77
23592 - Metrology Technician II	23.61
23593 - Metrology Technician III	24.52
23640 - Millwright	21.56
23710 - Office Appliance Repairer	18.91
23760 - Painter, Maintenance	16.49
23790 - Pipefitter, Maintenance	19.84
23810 - Plumber, Maintenance	17.51
23820 - Pneudraulic Systems Mechanic	20.28
23850 - Rigger	20.03
23870 - Scale Mechanic	18.59
23890 - Sheet-Metal Worker, Maintenance	17.60
23910 - Small Engine Mechanic	15.58
23931 - Telecommunications Mechanic I	22.81
23932 - Telecommunications Mechanic II	25.46
23950 - Telephone Lineman	25.17
23960 - Welder, Combination, Maintenance	18.40
23965 - Well Driller	18.82
23970 - Woodcraft Worker	20.28
23980 - Woodworker	14.70
24000 - Personal Needs Occupations	

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24570	Child Care Attendant	10.46
24580	- Child Care Center Clerk	13.98
24610	- Chore Aide	9.76
24620	- Family Readiness And Support Services Coordinator	12.62
24630	- Homemaker	14.35
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	20.25
25040	- Sewage Plant Operator	18.09
25070	- Stationary Engineer	20.25
25190	- Ventilation Equipment Tender	15.89
25210	- Water Treatment Plant Operator	18.09
27000	- Protective Service Occupations	
27004	- Alarm Monitor	16.12
27007	- Baggage Inspector	11.98
27008	- Corrections Officer	19.46
27010	- Court Security Officer	20.42
27030	- Detection Dog Handler	18.98
27040	- Detention Officer	19.46
27070	- Firefighter	19.24
27101	- Guard I	11.98
27102	- Guard II	18.98
27131	- Police Officer I	20.49
27132	- Police Officer II	22.78
28000	- Recreation Occupations	
28041	- Carnival Equipment Operator	10.98
28042	- Carnival Equipment Repairer	12.53
28043	- Carnival Equipment Worker	9.65
28210	- Gate Attendant/Gate Tender	14.87
28310	- Lifeguard	11.01
28350	- Park Attendant (Aide)	16.63
28510	- Recreation Aide/Health Facility Attendant	12.14
28515	- Recreation Specialist	17.78
28630	- Sports Official	13.25
28690	- Swimming Pool Operator	18.70
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	20.00
29020	- Hatch Tender	20.00
29030	- Line Handler	19.80
29041	- Stevedore I	17.60
29042	- Stevedore II	20.97
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	- Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	- Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	- Archeological Technician I	17.67
30022	- Archeological Technician II	18.40
30023	- Archeological Technician III	22.49
30030	- Cartographic Technician	22.49
30040	- Civil Engineering Technician	22.13
30061	- Drafter/CAD Operator I	16.22
30062	- Drafter/CAD Operator II	18.15
30063	- Drafter/CAD Operator III	20.24
30064	- Drafter/CAD Operator IV	24.90
30081	- Engineering Technician I	15.49
30082	- Engineering Technician II	17.38
30083	- Engineering Technician III	19.45
30084	- Engineering Technician IV	24.10

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30085 - Engineering Technician V	29.48
30086 - Engineering Technician VI	35.66
30090 - Environmental Technician	17.86
30210 - Laboratory Technician	17.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	20.12
30362 - Paralegal/Legal Assistant II	24.94
30363 - Paralegal/Legal Assistant III	30.50
30364 - Paralegal/Legal Assistant IV	36.90
30390 - Photo-Optics Technician	22.49
30461 - Technical Writer I	22.53
30462 - Technical Writer II	27.56
30463 - Technical Writer III	33.34
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or	(see 3) 20.24
Surface Programs	
30621 - Weather Observer, Senior	(see 3) 22.49
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.21
31030 - Bus Driver	15.33
31043 - Driver Courier	14.03
31260 - Parking and Lot Attendant	10.22
31290 - Shuttle Bus Driver	14.80
31310 - Taxi Driver	10.25
31361 - Truckdriver, Light	14.80
31362 - Truckdriver, Medium	15.62
31363 - Truckdriver, Heavy	16.15
31364 - Truckdriver, Tractor-Trailer	16.15
99000 - Miscellaneous Occupations	
99030 - Cashier	8.92
99050 - Desk Clerk	10.51
99095 - Embalmer	24.30
99251 - Laboratory Animal Caretaker I	12.46
99252 - Laboratory Animal Caretaker II	13.14
99310 - Mortician	24.30
99410 - Pest Controller	16.17
99510 - Photofinishing Worker	14.91
99710 - Recycling Laborer	13.16
99711 - Recycling Specialist	14.85
99730 - Refuse Collector	12.33
99810 - Sales Clerk	12.44
99820 - School Crossing Guard	9.38
99830 - Survey Party Chief	19.27
99831 - Surveying Aide	13.14
99832 - Surveying Technician	17.52
99840 - Vending Machine Attendant	11.32
99841 - Vending Machine Repairer	15.52
99842 - Vending Machine Repairer Helper	11.33

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

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HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees.

For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

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(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used.

All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

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The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted

classifications and the classifications listed in the wage determination. Such

conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or

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where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA (OCT 2010)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006)

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 30 DAYS PRIOR TO COMPLETION OF THE BASE PERIOD; PROVIDED THAT THE GOVERNMENT GIVES THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND AT LEAST 60 DAYS BEFORE THE CONTRACT EXPIRES. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.

(B) IF THE GOVERNMENT EXERCISES THIS OPTION, THE EXTENDED CONTRACT SHALL BE CONSIDERED TO INCLUDE THIS OPTION CLAUSE.

(C) THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED 3 YEARS, 6 MONTHS.

(END OF CLAUSE)

52.222-17 NONDISPLACEMENT OF QUALIFIED WORKERS.

AS PRESCRIBED IN 22.1207, INSERT THE FOLLOWING CLAUSE:

NONDISPLACEMENT OF QUALIFIED WORKERS (JAN 2013)

(A) "SERVICE EMPLOYEE", AS USED IN THIS CLAUSE, MEANS ANY PERSON ENGAGED IN THE PERFORMANCE OF A SERVICE CONTRACT OTHER THAN ANY PERSON EMPLOYED IN A BONA FIDE EXECUTIVE, ADMINISTRATIVE, OR PROFESSIONAL CAPACITY, AS THOSE TERMS ARE DEFINED IN 29 CFR PART 541. THE TERM "SERVICE EMPLOYEE" INCLUDES ALL SUCH PERSONS REGARDLESS OF ANY CONTRACTUAL RELATIONSHIP THAT MAY BE ALLEGED TO EXIST BETWEEN A CONTRACTOR OR SUBCONTRACTOR AND SUCH PERSONS.

(B) THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL, EXCEPT AS OTHERWISE PROVIDED HEREIN, IN GOOD FAITH OFFER THOSE SERVICE EMPLOYEES EMPLOYED UNDER THE PREDECESSOR CONTRACT WHOSE EMPLOYMENT WILL BE TERMINATED AS A RESULT OF AWARD OF THIS CONTRACT OR THE EXPIRATION OF THE CONTRACT UNDER WHICH THE SERVICE EMPLOYEES WERE HIRED, A RIGHT OF FIRST REFUSAL OF EMPLOYMENT UNDER THIS CONTRACT IN POSITIONS FOR WHICH THE SERVICE EMPLOYEES ARE QUALIFIED.

(1) THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL DETERMINE THE NUMBER OF SERVICE EMPLOYEES NECESSARY FOR EFFICIENT PERFORMANCE OF THIS CONTRACT AND MAY ELECT TO EMPLOY FEWER EMPLOYEES THAN THE PREDECESSOR CONTRACTOR EMPLOYED IN CONNECTION WITH PERFORMANCE OF THE WORK.

(2) EXCEPT AS PROVIDED IN PARAGRAPH (C) OF THIS CLAUSE, THERE SHALL BE NO EMPLOYMENT OPENING UNDER THIS CONTRACT, AND THE CONTRACTOR AND ANY SUBCONTRACTORS SHALL NOT OFFER EMPLOYMENT UNDER THIS CONTRACT, TO ANY PERSON PRIOR TO HAVING COMPLIED FULLY WITH THIS OBLIGATION.

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(I) THE SUCCESSOR CONTRACTOR AND ITS SUBCONTRACTORS SHALL MAKE A BONA FIDE EXPRESS OFFER OF EMPLOYMENT TO EACH SERVICE EMPLOYEE AS PROVIDED HEREIN AND SHALL STATE THE TIME WITHIN WHICH THE SERVICE EMPLOYEE MUST ACCEPT SUCH OFFER, BUT IN NO CASE SHALL THE PERIOD WITHIN WHICH THE SERVICE EMPLOYEE MUST ACCEPT THE OFFER OF EMPLOYMENT BE LESS THAN 10 DAYS.

(II) THE SUCCESSOR CONTRACTOR AND ITS SUBCONTRACTORS SHALL DECIDE ANY QUESTION CONCERNING A SERVICE EMPLOYEE'S QUALIFICATIONS BASED UPON THE INDIVIDUAL'S EDUCATION AND EMPLOYMENT HISTORY, WITH PARTICULAR EMPHASIS ON THE EMPLOYEE'S EXPERIENCE ON THE PREDECESSOR CONTRACT, AND THE CONTRACTOR MAY UTILIZE EMPLOYMENT SCREENING PROCESSES ONLY WHEN SUCH PROCESSES ARE PROVIDED FOR BY THE CONTRACTING AGENCY, ARE CONDITIONS OF THE SERVICE CONTRACT, AND ARE CONSISTENT WITH EXECUTIVE ORDER 13495.

(III) WHERE THE SUCCESSOR CONTRACTOR DOES NOT INITIALLY OFFER EMPLOYMENT TO ALL THE PREDECESSOR CONTRACT SERVICE EMPLOYEES, THE OBLIGATION TO OFFER EMPLOYMENT SHALL CONTINUE FOR 90 DAYS AFTER THE SUCCESSOR CONTRACTOR'S FIRST DATE OF PERFORMANCE ON THE CONTRACT.

(IV) AN OFFER OF EMPLOYMENT WILL BE PRESUMED TO BE BONA FIDE EVEN IF IT IS NOT FOR A POSITION SIMILAR TO THE ONE THE EMPLOYEE PREVIOUSLY HELD, BUT IS ONE FOR WHICH THE EMPLOYEE IS QUALIFIED, AND EVEN IF IT IS SUBJECT TO DIFFERENT EMPLOYMENT TERMS AND CONDITIONS, INCLUDING CHANGES TO PAY OR BENEFITS. (SEE 29 CFR 9.12 FOR A DETAILED DESCRIPTION OF A BONAFIDE OFFER OF EMPLOYMENT).

(C)(1) NOTWITHSTANDING THE OBLIGATION UNDER PARAGRAPH (B) OF THIS CLAUSE, THE SUCCESSOR CONTRACTOR AND ANY SUBCONTRACTORS (I) MAY EMPLOY UNDER THIS CONTRACT ANY SERVICE EMPLOYEE WHO HAS WORKED FOR THE CONTRACTOR OR SUBCONTRACTOR FOR AT LEAST THREE MONTHS IMMEDIATELY PRECEDING THE COMMENCEMENT OF THIS CONTRACT AND WHO WOULD OTHERWISE FACE LAY-OFF OR DISCHARGE, (II) ARE NOT REQUIRED TO OFFER A RIGHT OF FIRST REFUSAL TO ANY SERVICE EMPLOYEE(S) OF THE PREDECESSOR CONTRACTOR WHO ARE NOT SERVICE EMPLOYEES WITHIN THE MEANING OF THE SERVICE CONTRACT ACT, 41 U.S.C. 6701(3), AND (III) ARE NOT REQUIRED TO OFFER A RIGHT OF FIRST REFUSAL TO ANY SERVICE EMPLOYEE(S) OF THE PREDECESSOR CONTRACTOR WHOM THE CONTRACTOR OR ANY OF ITS SUBCONTRACTORS REASONABLY BELIEVES, BASED ON THE PARTICULAR SERVICE EMPLOYEE'S PAST PERFORMANCE, HAS FAILED TO PERFORM SUITABLY ON THE JOB (SEE 29 CFR 9.12 (C)(4) FOR ADDITIONAL INFORMATION). THE SUCCESSOR CONTRACTOR BEARS THE RESPONSIBILITY OF DEMONSTRATING THE APPROPRIATENESS OF CLAIMING ANY OF THESE EXCEPTIONS.

(2) IN ADDITION, ANY CONTRACTOR OR SUBCONTRACTOR THAT HAS BEEN CERTIFIED BY THE U.S. SMALL BUSINESS ADMINISTRATION AS A HUBZONE SMALL BUSINESS CONCERN MUST ENSURE THAT IT COMPLIES WITH THE STATUTORY AND REGULATORY REQUIREMENTS OF THE HUBZONE PROGRAM (E.G., IT MUST ENSURE THAT AT LEAST 35 PERCENT OF ALL OF ITS EMPLOYEES RESIDE WITHIN A HUBZONE). THE HUBZONE SMALL BUSINESS CONTRACTOR OR SUBCONTRACTOR MUST CONSIDER WHETHER IT CAN MEET THE REQUIREMENTS OF THIS CLAUSE AND EXECUTIVE ORDER 13495 WHILE ALSO ENSURING IT MEETS THE HUBZONE PROGRAM'S REQUIREMENTS.

(3) NOTHING IN THIS CLAUSE SHALL BE CONSTRUED TO PERMIT A CONTRACTOR OR SUBCONTRACTOR TO FAIL TO COMPLY WITH ANY PROVISION OF ANY OTHER EXECUTIVE ORDER OR LAW. FOR EXAMPLE, THE REQUIREMENTS OF THE HUBZONE PROGRAM (SEE FAR SUBPART 19.13), EXECUTIVE ORDER 11246 (EQUAL EMPLOYMENT OPPORTUNITY), AND THE VIETNAM ERA VETERANS' READJUSTMENT ASSISTANCE ACT OF 1974 MAY CONFLICT, IN CERTAIN CIRCUMSTANCES, WITH THE REQUIREMENTS OF EXECUTIVE ORDER 13495. ALL APPLICABLE LAWS AND EXECUTIVE ORDERS MUST BE SATISFIED IN TANDEM WITH, AND IF NECESSARY PRIOR TO, THE REQUIREMENTS OF EXECUTIVE ORDER 13495, 29 CFR PART 9, AND THIS CLAUSE.

(D)(1) THE CONTRACTOR SHALL, NOT LESS THAN 30 DAYS BEFORE COMPLETION OF THE CONTRACTOR'S PERFORMANCE OF SERVICES ON THE CONTRACT, FURNISH THE CONTRACTING OFFICER WITH A CERTIFIED LIST OF THE NAMES OF ALL SERVICE EMPLOYEES WORKING UNDER THIS CONTRACT AND ITS SUBCONTRACTS AT THE TIME

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THE LIST IS SUBMITTED. THE LIST SHALL ALSO CONTAIN ANNIVERSARY DATES OF EMPLOYMENT OF EACH SERVICE EMPLOYEE UNDER THIS CONTRACT AND ITS PREDECESSOR CONTRACTS WITH EITHER THE CURRENT OR PREDECESSOR CONTRACTORS OR THEIR SUBCONTRACTORS. WHERE CHANGES TO THE WORKFORCE ARE MADE AFTER THE SUBMISSION OF THE CERTIFIED LIST DESCRIBED IN THIS PARAGRAPH, THE CONTRACTOR SHALL, IN ACCORDANCE WITH PARAGRAPH (E) OF THIS CLAUSE, NOT LESS THAN 10 DAYS BEFORE COMPLETION OF THE SERVICES ON THIS CONTRACT, FURNISH THE CONTRACTING OFFICER WITH AN UPDATED CERTIFIED LIST OF THE NAMES OF ALL SERVICE EMPLOYEES EMPLOYED WITHIN THE LAST MONTH OF CONTRACT PERFORMANCE. THE UPDATED LIST SHALL ALSO CONTAIN ANNIVERSARY DATES OF EMPLOYMENT, AND, WHERE APPLICABLE, DATES OF SEPARATION OF EACH SERVICE EMPLOYEE UNDER THE CONTRACT AND ITS PREDECESSOR CONTRACTS WITH EITHER THE CURRENT OR PREDECESSOR CONTRACTORS OR THEIR SUBCONTRACTORS.

(2) IMMEDIATELY UPON RECEIPT OF THE CERTIFIED SERVICE EMPLOYEE LIST BUT NOT BEFORE CONTRACT AWARD, THE CONTRACTING OFFICER SHALL PROVIDE THE CERTIFIED SERVICE EMPLOYEE LIST TO THE SUCCESSOR CONTRACTOR, AND, IF REQUESTED, TO EMPLOYEES OF THE PREDECESSOR CONTRACTOR OR SUBCONTRACTORS OR THEIR AUTHORIZED REPRESENTATIVES.

(3) THE CONTRACTING OFFICER WILL DIRECT THE PREDECESSOR CONTRACTOR TO PROVIDE WRITTEN NOTICE (APPENDIX B TO 29 CFR CHAPTER 9) TO SERVICE EMPLOYEES OF THEIR POSSIBLE RIGHT TO AN OFFER OF EMPLOYMENT WITH THE SUCCESSOR CONTRACTOR. WHERE A SIGNIFICANT PORTION OF THE PREDECESSOR CONTRACTOR'S WORKFORCE IS NOT FLUENT IN ENGLISH, THE NOTICE SHALL BE PROVIDED IN ENGLISH AND THE LANGUAGE(S) WITH WHICH SERVICE EMPLOYEES ARE MORE FAMILIAR. THE WRITTEN NOTICE SHALL BE—

(I) POSTED IN A CONSPICUOUS PLACE AT THE WORKSITE; OR

(II) DELIVERED TO THE SERVICE EMPLOYEES INDIVIDUALLY. IF SUCH DELIVERY IS VIA E-MAIL, THE NOTIFICATION MUST RESULT IN AN ELECTRONIC DELIVERY RECEIPT OR SOME OTHER RELIABLE CONFIRMATION THAT THE INTENDED RECIPIENT RECEIVED THE NOTICE.

(E)(1) IF REQUIRED IN ACCORDANCE WITH 52.222-41(N), THE PREDECESSOR CONTRACTOR SHALL, NOT LESS THAN 10 DAYS BEFORE COMPLETION OF THIS CONTRACT, FURNISH THE CONTRACTING OFFICER A CERTIFIED LIST OF THE NAMES OF ALL SERVICE EMPLOYEES WORKING UNDER THIS CONTRACT AND ITS SUBCONTRACTS DURING THE LAST MONTH OF CONTRACT PERFORMANCE. THE LIST SHALL ALSO CONTAIN ANNIVERSARY DATES OF EMPLOYMENT OF EACH SERVICE EMPLOYEE UNDER THIS CONTRACT AND ITS PREDECESSOR CONTRACTS EITHER WITH THE CURRENT OR PREDECESSOR CONTRACTORS OR THEIR SUBCONTRACTORS. IF THERE ARE NO CHANGES TO THE WORKFORCE BEFORE THE PREDECESSOR CONTRACT IS COMPLETED, THEN THE PREDECESSOR CONTRACTOR IS NOT REQUIRED TO SUBMIT A REVISED LIST 10 DAYS PRIOR TO COMPLETION OF PERFORMANCE AND THE REQUIREMENTS OF 52.222-41(N) ARE MET. WHEN THERE ARE CHANGES TO THE WORKFORCE AFTER SUBMISSION OF THE 30-DAY LIST, THE PREDECESSOR CONTRACTOR SHALL SUBMIT A REVISED CERTIFIED LIST NOT LESS THAN 10 DAYS PRIOR TO PERFORMANCE COMPLETION.

(2) IMMEDIATELY UPON RECEIPT OF THE CERTIFIED SERVICE EMPLOYEE LIST BUT NOT BEFORE CONTRACT AWARD, THE CONTRACTING OFFICER SHALL PROVIDE THE CERTIFIED SERVICE EMPLOYEE LIST TO THE SUCCESSOR CONTRACTOR, AND, IF REQUESTED, TO EMPLOYEES OF THE PREDECESSOR CONTRACTOR OR SUBCONTRACTORS OR THEIR AUTHORIZED REPRESENTATIVES.

(F) THE CONTRACTOR AND SUBCONTRACTOR SHALL MAINTAIN THE FOLLOWING RECORDS (REGARDLESS OF FORMAT, E.G., PAPER OR ELECTRONIC) OF ITS COMPLIANCE WITH THIS CLAUSE FOR NOT LESS THAN A PERIOD OF THREE YEARS FROM THE DATE THE RECORDS WERE CREATED.

(1) COPIES OF ANY WRITTEN OFFERS OF EMPLOYMENT OR A CONTEMPORANEOUS WRITTEN RECORD OF ANY ORAL OFFERS OF EMPLOYMENT, INCLUDING THE DATE, LOCATION, AND ATTENDANCE ROSTER OF ANY SERVICE EMPLOYEE MEETING(S) AT WHICH THE OFFERS WERE EXTENDED, A SUMMARY OF EACH MEETING, A COPY OF ANY WRITTEN NOTICE THAT MAY HAVE BEEN DISTRIBUTED, AND THE NAMES OF THE SERVICE

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EMPLOYEES FROM THE PREDECESSOR CONTRACT TO WHOM AN OFFER WAS MADE.

(2) A COPY OF ANY RECORD THAT FORMS THE BASIS FOR ANY EXEMPTION CLAIMED UNDER THIS PART.

(3) A COPY OF THE SERVICE EMPLOYEE LIST PROVIDED TO OR RECEIVED FROM THE CONTRACTING AGENCY.

(4) AN ENTRY ON THE PAY RECORDS OF THE AMOUNT OF ANY RETROACTIVE PAYMENT OF WAGES OR COMPENSATION UNDER THE SUPERVISION OF THE ADMINISTRATOR OF THE WAGE AND HOUR DIVISION TO EACH SERVICE EMPLOYEE, THE PERIOD COVERED BY SUCH PAYMENT, AND THE DATE OF PAYMENT, AND A COPY OF ANY RECEIPT FORM PROVIDED BY OR AUTHORIZED BY THE WAGE AND HOUR DIVISION. THE CONTRACTOR SHALL ALSO DELIVER A COPY OF THE RECEIPT TO THE SERVICE EMPLOYEE AND FILE THE ORIGINAL, AS EVIDENCE OF PAYMENT BY THE CONTRACTOR AND RECEIPT BY THE SERVICE EMPLOYEE, WITH THE ADMINISTRATOR OR AN AUTHORIZED REPRESENTATIVE WITHIN 10 DAYS AFTER PAYMENT IS MADE.

(G) DISPUTES CONCERNING THE REQUIREMENTS OF THIS CLAUSE SHALL NOT BE SUBJECT TO THE GENERAL DISPUTES CLAUSE (52.223-1) OF THIS CONTRACT. SUCH DISPUTES SHALL BE RESOLVED IN ACCORDANCE WITH THE PROCEDURES OF THE DEPARTMENT OF LABOR SET FORTH IN 29 CFR PART 9. DISPUTES WITHIN THE MEANING OF THIS CLAUSE INCLUDE DISPUTES BETWEEN OR AMONG ANY OF THE FOLLOWING: THE CONTRACTOR, THE CONTRACTING AGENCY, THE U.S. DEPARTMENT OF LABOR, AND THE SERVICE EMPLOYEES UNDER THE CONTRACT OR ITS PREDECESSOR CONTRACT. THE CONTRACTING OFFICER WILL REFER ANY SERVICE EMPLOYEE WHO WISHES TO FILE A COMPLAINT, OR ASK QUESTIONS CONCERNING THIS CONTRACT CLAUSE, TO THE: BRANCH OF GOVERNMENT CONTRACTS ENFORCEMENT, WAGE AND HOUR DIVISION, U.S. DEPARTMENT OF LABOR, 200 CONSTITUTION AVENUE NW, WASHINGTON, DC 20210. CONTACT E-MAIL: DISPLACED@DOL.GOV.

(H) THE CONTRACTOR SHALL COOPERATE IN ANY REVIEW OR INVESTIGATION BY THE DEPARTMENT OF LABOR INTO POSSIBLE VIOLATIONS OF THE PROVISIONS OF THIS CLAUSE AND SHALL MAKE SUCH RECORDS REQUESTED BY SUCH OFFICIAL(S) AVAILABLE FOR INSPECTION, COPYING, OR TRANSCRIPTION UPON REQUEST.

(I) IF IT IS DETERMINED, PURSUANT TO REGULATIONS ISSUED BY THE SECRETARY OF LABOR (SECRETARY), THAT THE CONTRACTOR OR ITS SUBCONTRACTORS ARE NOT IN COMPLIANCE WITH THE REQUIREMENTS OF THIS CLAUSE OR ANY REGULATION OR ORDER OF THE SECRETARY, APPROPRIATE SANCTIONS MAY BE IMPOSED AND REMEDIES INVOKED AGAINST THE CONTRACTOR OR ITS SUBCONTRACTORS, AS PROVIDED IN EXECUTIVE ORDER 13495, THE REGULATIONS, AND RELEVANT ORDERS OF THE SECRETARY, OR AS OTHERWISE PROVIDED BY LAW.

(J) THE CONTRACTOR SHALL TAKE SUCH ACTION WITH RESPECT TO ANY SUCH SUBCONTRACT AS MAY BE DIRECTED BY THE SECRETARY OF LABOR AS A MEANS OF ENFORCING SUCH PROVISIONS, INCLUDING THE IMPOSITION OF SANCTIONS FOR NONCOMPLIANCE. HOWEVER, IF THE CONTRACTOR, AS A RESULT OF SUCH DIRECTION, BECOMES INVOLVED IN LITIGATION WITH A SUBCONTRACTOR, OR IS THREATENED WITH SUCH INVOLVEMENT, THE CONTRACTOR MAY REQUEST THAT THE UNITED STATES, THROUGH THE SECRETARY, ENTER INTO SUCH LITIGATION TO PROTECT THE INTERESTS OF THE UNITED STATES.

(K) THE CONTRACTING OFFICER WILL WITHHOLD, OR CAUSE TO BE WITHHELD, FROM THE PRIME CONTRACTOR UNDER THIS OR ANY OTHER GOVERNMENT CONTRACT WITH THE SAME PRIME CONTRACTOR, SUCH SUMS AS AN AUTHORIZED OFFICIAL OF THE DEPARTMENT OF LABOR REQUESTS, UPON A DETERMINATION BY THE ADMINISTRATOR, THE ADMINISTRATIVE LAW JUDGE, OR THE ADMINISTRATIVE REVIEW BOARD, THAT THERE HAS BEEN A FAILURE TO COMPLY WITH THE TERMS OF THIS CLAUSE AND THAT WAGES LOST AS A RESULT OF THE VIOLATIONS ARE DUE TO SERVICE EMPLOYEES OR THAT OTHER MONETARY RELIEF IS APPROPRIATE. IF THE CONTRACTING OFFICER OR THE ADMINISTRATOR, UPON FINAL ORDER OF THE SECRETARY, FINDS THAT THE CONTRACTOR HAS FAILED TO PROVIDE A LIST OF THE NAMES OF SERVICE EMPLOYEES WORKING UNDER THE CONTRACT, THE CONTRACTING OFFICER MAY, IN HIS OR HER DISCRETION, OR UPON REQUEST BY THE ADMINISTRATOR, TAKE SUCH ACTION AS MAY BE NECESSARY TO CAUSE THE SUSPENSION OF THE PAYMENT OF CONTRACT FUNDS UNTIL SUCH TIME AS

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THE LIST IS PROVIDED TO THE CONTRACTING OFFICER.

(L) SUBCONTRACTS. IN EVERY SUBCONTRACT OVER THE SIMPLIFIED ACQUISITION THRESHOLD ENTERED INTO IN ORDER TO PERFORM SERVICES UNDER THIS CONTRACT, THE CONTRACTOR SHALL INCLUDE A PROVISION THAT ENSURES—

- (1) THAT EACH SUBCONTRACTOR WILL HONOR THE REQUIREMENTS OF PARAGRAPHS (B) THROUGH (C) OF THIS CLAUSE WITH RESPECT TO THE SERVICE EMPLOYEES OF A PREDECESSOR SUBCONTRACTOR OR SUBCONTRACTORS WORKING UNDER THIS CONTRACT, AS WELL AS OF A PREDECESSOR CONTRACTOR AND ITS SUBCONTRACTORS;**
- (2) THAT THE SUBCONTRACTOR WILL PROVIDE THE CONTRACTOR WITH THE INFORMATION ABOUT THE SERVICE EMPLOYEES OF THE SUBCONTRACTOR NEEDED BY THE CONTRACTOR TO COMPLY WITH PARAGRAPHS (D) AND (E) OF THIS CLAUSE; AND**
- (3) THE RECORDKEEPING REQUIREMENTS OF PARAGRAPH (F) OF THIS CLAUSE.**

(END OF CLAUSE)

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN CERTAIN ACTIVITIES OR TRANSACTIONS RELATING TO IRAN-- REPRESENTATION AND CERTIFICATIONS. (DEC 2012)

(A) DEFINITIONS. AS USED IN THIS PROVISION--

PERSON--

(1) MEANS--

(I) A NATURAL PERSON;

(II) A CORPORATION, BUSINESS ASSOCIATION, PARTNERSHIP, SOCIETY, TRUST, FINANCIAL INSTITUTION, INSURER, UNDERWRITER, GUARANTOR, AND ANY OTHER BUSINESS ORGANIZATION, ANY OTHER NONGOVERNMENTAL ENTITY, ORGANIZATION, OR GROUP, AND ANY GOVERNMENTAL ENTITY OPERATING AS A BUSINESS ENTERPRISE; AND

(III) ANY SUCCESSOR TO ANY ENTITY DESCRIBED IN PARAGRAPH (1)(II) OF THIS DEFINITION; AND

(2) DOES NOT INCLUDE A GOVERNMENT OR GOVERNMENTAL ENTITY THAT IS NOT OPERATING AS A BUSINESS ENTERPRISE.

SENSITIVE TECHNOLOGY--

(1) MEANS HARDWARE, SOFTWARE, TELECOMMUNICATIONS EQUIPMENT, OR ANY OTHER TECHNOLOGY THAT IS TO BE USED SPECIFICALLY--

(I) TO RESTRICT THE FREE FLOW OF UNBIASED INFORMATION IN IRAN; OR

(II) TO DISRUPT, MONITOR, OR OTHERWISE RESTRICT SPEECH OF THE PEOPLE OF IRAN; AND

(2) DOES NOT INCLUDE INFORMATION OR INFORMATIONAL MATERIALS THE EXPORT OF WHICH THE PRESIDENT DOES NOT HAVE THE AUTHORITY TO REGULATE OR PROHIBIT PURSUANT TO SECTION 203(B)(3) OF THE INTERNATIONAL EMERGENCY ECONOMIC POWERS ACT (50 U.S.C. 1702(B)(3)).

(B) THE OFFEROR SHALL EMAIL QUESTIONS CONCERNING SENSITIVE TECHNOLOGY TO THE DEPARTMENT OF STATE AT CISADA106@STATE.GOV.

(C) EXCEPT AS PROVIDED IN PARAGRAPH (D) OF THIS PROVISION OR IF A WAIVER HAS BEEN GRANTED IN ACCORDANCE WITH 25.703-4, BY SUBMISSION OF ITS OFFER, THE

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OFFEROR—

(1) REPRESENTS, TO THE BEST OF ITS KNOWLEDGE AND BELIEF, THAT THE OFFEROR DOES NOT EXPORT ANY SENSITIVE TECHNOLOGY TO THE GOVERNMENT OF IRAN OR ANY ENTITIES OR INDIVIDUALS OWNED OR CONTROLLED BY, OR ACTING ON BEHALF OR AT THE DIRECTION OF, THE GOVERNMENT OF IRAN;

(2) CERTIFIES THAT THE OFFEROR, OR ANY PERSON OWNED OR CONTROLLED BY THE OFFEROR, DOES NOT ENGAGE IN ANY ACTIVITIES FOR

WHICH SANCTIONS MAY BE IMPOSED UNDER SECTION 5 OF THE IRAN SANCTIONS ACT. THESE SANCTIONED ACTIVITIES ARE IN THE AREAS OF DEVELOPMENT OF THE PETROLEUM RESOURCES OF IRAN, PRODUCTION OF REFINED PETROLEUM PRODUCTS IN IRAN, SALE AND PROVISION OF REFINED PETROLEUM PRODUCTS TO IRAN, AND CONTRIBUTING TO IRAN'S ABILITY TO ACQUIRE OR DEVELOP CERTAIN WEAPONS OR TECHNOLOGIES; AND

(3) CERTIFIES THAT THE OFFEROR, AND ANY PERSON OWNED OR CONTROLLED BY THE OFFEROR, DOES NOT KNOWINGLY ENGAGE IN ANY

TRANSACTION THAT EXCEEDS \$3,000 WITH IRAN'S REVOLUTIONARY GUARD CORPS OR ANY OF ITS OFFICIALS, AGENTS, OR AFFILIATES, THE PROPERTY AND INTERESTS IN PROPERTY OF WHICH ARE BLOCKED PURSUANT TO THE INTERNATIONAL EMERGENCY ECONOMIC POWERS ACT (50 U.S.C. 1701 ET SEQ.) (SEE OFAC'S SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS LIST

AT [HTTP://WWW.TREASURY.GOV/OFAC/DOWNLOADS/T11SDN.PDF](http://www.treasury.gov/ofac/downloads/t11sdn.pdf)).

(D) EXCEPTION FOR TRADE AGREEMENTS. THE REPRESENTATION REQUIREMENT OF PARAGRAPH (C)(1) AND THE CERTIFICATION REQUIREMENTS OF PARAGRAPHS (C)(2) AND (C)(3) OF THIS PROVISION DO NOT APPLY IF—

(1) THIS SOLICITATION INCLUDES A TRADE AGREEMENTS NOTICE OR CERTIFICATION (E.G., 52.225-4, 52.225-6, 52.225-12, 52.225-24, OR COMPARABLE AGENCY PROVISION); AND

(2) THE OFFEROR HAS CERTIFIED THAT ALL THE OFFERED PRODUCTS TO BE SUPPLIED ARE DESIGNATED COUNTRY END PRODUCTS OR DESIGNATED COUNTRY CONSTRUCTION MATERIAL.

(END OF PROVISION)

232.704-70 INCREMENTALLY FUNDED FIXED-PRICE CONTRACTS.

(A) UPON RECEIPT OF THE CONTRACTOR'S NOTICE UNDER PARAGRAPH (C) OF THE CLAUSE AT [252.232-7007](#), LIMITATION OF GOVERNMENT'S OBLIGATION, THE CONTRACTING OFFICER SHALL PROMPTLY PROVIDE WRITTEN NOTICE TO THE CONTRACTOR THAT THE GOVERNMENT IS-

(1) ALLOTING ADDITIONAL FUNDS FOR CONTINUED PERFORMANCE AND INCREASING THE GOVERNMENT'S LIMITATION OF OBLIGATION IN A SPECIFIED AMOUNT;

(2) TERMINATING THE CONTRACT; OR

(3) CONSIDERING WHETHER TO ALLOT ADDITIONAL FUNDS; AND

(I) THE CONTRACTOR IS ENTITLED BY THE CONTRACT TERMS TO STOP WORK WHEN THE GOVERNMENT'S LIMITATION OF OBLIGATION IS REACHED; AND

(II) ANY COSTS EXPENDED BEYOND THE GOVERNMENT'S LIMITATION OF OBLIGATION ARE AT THE CONTRACTOR'S RISK.

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(B) UPON LEARNING THAT THE CONTRACT WILL RECEIVE NO FURTHER FUNDS, THE CONTRACTING OFFICER SHALL PROMPTLY GIVE THE CONTRACTOR WRITTEN NOTICE OF THE GOVERNMENT'S DECISION AND TERMINATE FOR THE CONVENIENCE OF THE GOVERNMENT.

(C) THE CONTRACTING OFFICER SHALL ENSURE THAT, IN ACCORDANCE WITH PARAGRAPH (B) OF THE CLAUSE AT [252.232-7007](#), LIMITATION OF GOVERNMENT'S OBLIGATION, SUFFICIENT FUNDS ARE ALLOTTED TO THE CONTRACT TO COVER THE TOTAL AMOUNT PAYABLE TO THE CONTRACTOR IN THE EVENT OF TERMINATION FOR THE CONVENIENCE OF THE GOVERNMENT.

52.232-18 AVAILABILITY OF FUNDS.

AS PRESCRIBED IN 32.705-1(A), INSERT THE FOLLOWING CLAUSE:

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)

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SECTION J LIST OF ATTACHMENTS

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