

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-04-D-4033		2. DELIVERY ORDER NO. N0018919F3038		3. EFFECTIVE DATE 2019 Aug 14		4. PURCH REQUEST NO. N4658119RC010AD		5. PRIORITY Unrated			
6. ISSUED BY NAVSUP FLC Norfolk, Code 200 1968 Gilbert Street Ste 600 Norfolk VA 23511-3392 Victoria E Bergstrom/200 757-443-1437			CODE N00189		7. ADMINISTERED BY DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA PA 19111-0427			CODE S3915A		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)	
9. CONTRACTOR Delphinus Engineering Incorporated 1510 Chester Pike, Suite 380 Eddystone PA 19022-1375			CODE 08LQ0		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS SMALL SMALL DISADVANTAGED WOMEN-OWNED		
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G								
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus OH 43218-2266			CODE HQ0337		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	x	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.								
	PURCHASE	Reference your _____ furnish the following on terms specified herein.									
	ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.										
Delphinus Engineering Incorporated											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
If this box is marked, supplier must sign Acceptance and return the following number of copies:											
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule											
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES				20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT		
	See Schedule										
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				24. UNITED STATES OF AMERICA				25. TOTAL		\$XXXX	
				BY: /s/Ricky E Jennings				08/14/2019		26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN											
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:									
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE					28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS		
					PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR		
f. TELEPHONE					g. E-MAIL ADDRESS						
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.					31. PAYMENT		COMPLETE		35. BILL OF LADING NO.		
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL		FULL				
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R425	Services performed in accordance with section C of the solicitation. (O&MN,N)	12.0	MO	\$XXXX	\$XXXX
8001	R425	Services performed in accordance with section C of the solicitation. (O&MN,N) Option	12.0	MO	\$XXXX	\$XXXX
8002	R425	Services performed in accordance with section C of the solicitation. (O&MN,N) Option	12.0	MO	\$XXXX	\$XXXX
8003	R425	Services performed in accordance with section C of the solicitation. (O&MN,N) Option	12.0	MO	\$XXXX	\$XXXX
8004	R425	Services performed in accordance with section C of the solicitation. (O&MN,N) Option	12.0	MO	\$XXXX	\$XXXX
8005	R425	FAR 52.217-8 Labor. (O&MN,N) Option	6.0	MO	\$XXXX	\$XXXX

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R425	ODC's and Travel incurred should be in accordance with the Performance Work Statement (PWS) and the Federal Travel Regulation (FTR). NTE \$XXXX (O&MN,N)	1.0	LO	\$XXXX
9001	R425	ODC's and Travel incurred should be in accordance with the Performance Work Statement (PWS) and the Federal Travel Regulation (FTR). NTE \$XXXX (O&MN,N) Option	1.0	LO	\$XXXX
9002	R425	ODC's and Travel incurred should be in accordance with the Performance Work Statement (PWS) and the Federal Travel Regulation (FTR). NTE \$XXXX (O&MN,N) Option	1.0	LO	\$XXXX
9003	R425	ODC's and Travel incurred should be in accordance with the Performance Work Statement (PWS) and the Federal Travel Regulation (FTR). NTE \$XXXX (O&MN,N) Option	1.0	LO	\$XXXX
9004	R425	ODC's and Travel incurred should be in accordance with the Performance Work Statement (PWS) and the Federal Travel Regulation (FTR). NTE \$XXXX (O&MN,N)	1.0	LO	\$XXXX

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
		Option			
9005	R425	FAR 52.217-8. ODC's and Travel incurred should be in accordance with the Performance Work Statement (PWS) and the Federal Travel Regulation (FTR). NTE \$XXXX (O&MN,N)	1.0	LO	\$XXXX
		Option			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Performance Work Statement (PWS)

For

Headquarters (HQ) Maintenance Support

1. BACKGROUND: Commander, Naval Surface Force Atlantic (COMNAVSURFLANT/CNSL) is the Atlantic Fleet Type Command (TYCOM) for Naval Surface Forces. The command is responsible for maintaining the current and future combat readiness of assigned units including overseeing the manning, training, and equipping of over 75 ships, special mission and fleet support units and more than 25 subordinate commands. CNSL shall Command and Control any assigned surface forces not otherwise assigned to the Commander, US Fleet Forces Command (COMUSFLTFORCOM/USFF) task organization and advocate force and warfare community improvement through the Surface Warfare Enterprise and the Warfighting Development Centers.

The primary purpose of HQ Maintenance Support is to provide CNSL HQ a near real time view of Navy ships readiness conditions as well as a comprehensive picture of current and projected maintenance requirements for all CNSL subordinate commands.

The contractor shall develop project and program plans and milestones, participate in program technical reviews, status assessments, project and program planning, and project status reviews. Additionally, the contractor shall also provide software and Infrastructure Configuration Management services; maintain change control documentation and validation as required in accordance with the iCNSL Configuration Management Plan; ensure readiness and maintenance data is retrieved from various Navy systems; upload into the iCNSL Portal, and validate that this data has been successfully integrated. This effort also requires the ability to develop software upgrades and enhancements, modify computer code, and conduct software testing in Sequel (SQL) Database and SQL software, SharePoint and other programming languages and applications necessary to support the iCNSL Portal system in support of existing and ad hoc data extraction and reporting requirements. The Service Requirement Review Board (SRRB) conducted and approval signed 08NOV2018, SRRB Identification Number (SID) # N46581-19-0005-1.

2. OBJECTIVE: The objective of this effort is to procure Contractor support services to provide subject matter expertise for the conduct, evaluation and analysis for all technical, maintenance, and administrative services for the CNSL STAFF and its subordinate commands.

3. Period of Performance: The base period of performance is anticipated to begin on 01 September 2019 and continue through 31 August 2020. An awarded contract will include four option periods, each 12 months in duration, and FAR clause FAR 52.217-8 to enable a 6-month

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contract extension.

4. Place of Performance: The primary place of performance is CNSL Headquarters facility. Contractor personnel will be required to attend meetings, symposiums, and other professional gatherings at government facilities, therefore, places of performance may also be at other government facilities within the local area. While a normal 40-hour work week is anticipated most of the time, Contractor personnel will be required to work on weekends and at times outside the normal work day.

5. FACILITIES CLEARANCE: Performance will take place in a secure environment for classified and unclassified Information Technology (IT) processes and requirements in support of Joint and other service/agency requirements, to include aboard vessels of the United States Navy. All Contractor personnel shall have U.S. citizenship and the required security clearance. Contractor personnel must have appropriate fully adjudicated security clearance prior to performing work on the contract. Contractor shall coordinate with Regional Security Officers and submit any required or requested documentation. Contractor personnel shall comply with DoN and CNSL security requirements. The Contractor is required to have liaison facilities within 35 miles of Norfolk, VA. Contractor facilities are required to have SECRET security clearance and meet the specifications of the associated Department of Defense (DoD) Contract Security Classification Specification (DD-254).

6. SCOPE: The Contractor shall support all facets of HQ Maintenance Support (Network Security, Physical Security, Administration, Operations, Compliance and Assessment).

Successful performance of the tasks described in this performance work statement requires subject matter experts in various knowledge areas.

7. TASKING: The Contractor shall, in accordance with applicable documents listed in Section 20 (a) through (y), provide the required labor and material to provide support of CNSL mission to provide ongoing Command and Control, Communications, Computers, Combat Systems and Intelligence (C5I) system life cycle engineering, technical, maintenance and computer resource management services for CNSL HQ, including all subordinate commands. PWS requires three specific tasks: Headquarters Support (7.1), Information Assurance Support (7.2), and Logistics Support (7.3).

Review and compile results of historical and current trends. Create presentations and reports which identify and promote lessons learned and best practices. Conduct and document technical research. Conduct data analysis, studies, pilot programs, program/process development, or post-assessment follow-ups. Attend working groups and meetings to provide technical Subject Matter Expert (SME) input and present assist visit findings, trends and best practices. Working

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groups and meetings may be held face-to-face, telephonically, or via video teleconference.

7.1 HEADQUARTERS SUPPORT TASK DESCRIPTION

1. Provide computer resource and technical services pertaining to maintenance and modernization support of C5I systems in support of Commander Naval Surface Force Atlantic located in Norfolk, VA their ashore commands and ships.
2. CNSL HQ and subordinate command Traditional/Personnel Security Control Auditor – Provide clearance and access control auditing services for HQ and subordinate command personnel in support of DON Information Systems Personnel Security requirements.
3. Coordinate with CNSL Command Security Manager to conduct scheduled and non-scheduled reviews of security clearance and access control authorizations for HQ and subordinate command personnel.
4. Ensure all documentation is maintained in accordance with SECNAV 5239.3B, Department of the Navy Information Assurance Policy.
 1. iCNSL system - The primary purpose of iCNSL is to provide a near real time view of Navy ships readiness conditions as well as a comprehensive picture of current and projected maintenance requirements for all CNSL afloat units.
 2. Develop project/program plans and milestones and participate in program technical reviews, status assessments, project/program planning, and project status reviews.
 3. Provide Software and Infrastructure Configuration Management services. Maintain change control documentation and validation as required in accordance with the iCNSL Configuration Management Plan.
 4. Ensure subordinate command readiness and maintenance data is retrieved from various Navy systems.Uploaded into the iCNSL Portal, and validate that this data has been successfully integrated.
 5. Develop software upgrades and enhancements, modify computer code, and conduct software testing in SQL Database and SQL software, SharePoint and other programming languages and applications necessary to support iCNSL Portal system in support of existing and ad hoc data extraction and reporting requirements.
5. Headquarters and subordinate commands NMCI Program maintenance and management services – provide Assistant Contract Technical Representative (ACTR) support.The ACTR reports to the CNSL Information Technology Manager on all matters related to the maintenance and upkeep of the headquarters and ashore subordinate command NMCI seat management.
 1. Manage, maintain and track NMCI seat and peripheral CLIN orders for all headquarters and ashore subordinate commands.
 2. Develop project and program plans and milestones and participate in program reviews, status assessments, project and program planning, and project status reviews.
 3. Provide periodic NMCI Program Maintenance reports to the Information Technology Manager to support annual budget reviews for NMCI services.
 4. Headquarters End User Technical Support Services – The end user technical

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support analyst provides rapid response to technical issues for the CNSL staff in support of the CNSL readiness assessment mission.

1. Provide hands on assistance for issues that do not require direct NMCI Help Desk support.
2. Configure laptops for remote access to support CNSL staff travel.
3. Assist with printer and peripheral devices.

7.2 INFORMATION ASSURANCE SUPPORT TASK DESCRIPTION

The contractor will provide Subject Matter Experts (SME) with the appropriate level of experience specified by CNSL for assessments to include:

1. Provide unit level support for the development, management and maintenance of the Local Information Assurance Programs in accordance with the Navy Information Assurance Program guidance contained in SECNAVINST 5239.1C.
2. Provide annual review of Site Certification and Accreditation (C&A) status for all CNSL Ships. Coordinate with ships and USFF for units requiring C&A maintenance scheduling in accordance with the Risk Management Framework (RMF) guidance contained in DODI 8510.01.
3. Coordinate with fielded Program of Record (POR) and Platform Information Technology (PIT) system offices to ensure required system accreditation documentation is up to date and have Authority to Operate (ATO) / Assessment and Authorization (A&A) or Interim Authority to Operate (IATO) letters signed by the Navy Authorizing Official (NAO).
4. Provide vulnerability compliance reviews for all CNSL ships as directed by CNSL leadership, and in preparation for scheduled unit level inspection events.
5. Conduct shipboard assessments to ensure shipboard systems are being maintained in accordance with Information Assurance Vulnerability Messages (IAVM), Communication Tasking Orders (CTO), Navy Technical Directives (NTD) and that approved system patches are installed per Fleet Advisory Message (FAM) guidance.
6. Conduct periodic and random shipboard spot-checks to validate system scanning and reporting compliance.

7.3 LOGISTICS SUPPORT TASK DESCRIPTION

1. Participate in Total Ship Readiness Assessment and Troubled Systems Process (TSP) review.
2. Attend pre-deployment material readiness meetings to identify issues and status of the way ahead for correction/remediation prior to underway dates.
3. Support preparation of N6 Daily Update as well as Weekly Summary readiness briefs.
4. Engage with various Warfare Centers and SYSCOMS to assess current level of ISEA level involvement on current fleet issues that CNSL has as a priority and to re-focus efforts.
5. Attend TSP Action Officer meeting to track current and historical issues with Troubled Engagement Systems and provide trend analysis of supportability, reliability, maintainability and cost drivers.

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6. Engage NAVSUP and DLA to obtain updated status for the procurement of parts to address CASREP's as needed in the fleet.
7. Assist completion of Information Technology Purchase Request (ITPR) by verifying justification, resource availability, and track progress through completion.
8. Assist claimancy commands with purchase and upkeep of Multifunctional Devices (MFD).
9. Develop CNSL N6 financial requirements supported with a budget analysis and report findings to N6 government lead.
10. Use automated financial tools to analyze and track funding documents supporting CNSL Headquarter Information Technology as well as computer, video teleconference and telephone support services and Command, Control, Communications, Computer, Combat System and Intelligence (C5I) Systems Maintenance.
11. Draft/Review/Submit financial documents issued by Budget Activity/Functional Program, ensuring they are consistent with the budget formulation and execution processes. Identify deviations and ensures variances are resolved through coordination with Comptroller and N43 while providing quarterly updates to N6 government lead.
12. Monitor funds provided within CNSL N6, create fiscal tracking process spreadsheet to appropriately track funding. Analyze and identify underperforming N6 Programs and make recommendations for efficient use of funds.

8.0. PERSONNEL QUALIFICATIONS

All contractor personnel performing IA functions shall meet the training and certification requirements contained in DoD 8140.01, Cyberspace Workforce Management, 31 July 2017 and SECNAV M-5239.20 (Series), DoN Cyberspace Information Technology and Cybersecurity Workforce Management and Qualification Manual. Contractor personnel must be appropriately certified prior to performing work under this PWS. Should Defense Information System Agency (DISA) certification be required at some future point in time, the Contractor shall be responsible for ensuring its personnel meet the requirement at no additional cost to the government. Contractors visiting ships must complete the Occupational Safety and Health Administration (OSHA) training required for entrance into shipyards.

Candidates will assist senior staff personnel in performing selected parts of more complex Integrated Logistics Support (ILS) tasks which include acquisition and sustainment logistics, life cycle support, engineering, program management, financial, acquisition, IT, and analysis of systems in response to performance requirements.

8.1 HEADQUARTERS PERSONNEL SUPPORT QUALIFICATIONS

8.1.1. Database Administrator: Must have 10 years' experience developing and implementing database maintenance plans ensuring integrity and availability of MSSQL databases. This

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includes experience developing web tools, using MS .NET, VB.Net and C# programming languages, to be used for the management of SharePoint Portal accounts and other hosted web sites. Must be experienced with the development of Java scripts for the optimization of data to aid in the generation of analysis reports on MSSQL server performance.

8.1.2. Junior Analyst: Possess five (5) years of experience working with Navy systems and personnel. Possess five (5) years of experience with various types of computer system hardware and software. Possess five (5) years of experience working with Microsoft operating systems, Microsoft Office software, and peripheral devices. Possess five (5) years of experience providing Tier 1 Help Desk type technical support.

8.1.3. SharePoint Administrator: Possess ten (10) years of experience working with Navy networks, technical systems, Navy databases, and Microsoft server systems, and with various types of computer system hardware and software. Possess eight (8) years of experience working with Microsoft SharePoint server administration. Possess six (6) years Microsoft Share Point programming, process flow implementation, and site implementation and programming.

8.1.4. Administrative Support Specialist: Possess five (5) years of experience working with Navy personnel security systems, Navy databases, and Microsoft Office. Possess two (2) years as qualified Facility Security Officer (FSO).

8.2. INFORMATION ASSURANCE PERSONNEL SUPPORT QUALIFICATIONS

8.2.1. Project Manager: Possess 10 – 15 years general information technology or information assurance experience including five (5) years' experience using Secure Configuration Compliance Validation Initiative (SCCVI), Security Content Automation Protocol (SCAP), Assured Compliance Assessment Solution (ACAS), ePolicy Orchestrator (ePO), Vulnerability Remediation Asset Manager (VRAM) and Risk Management Framework (RMF) expertise. Five (5) years' experience project management.

8.2.2. Computer Analyst - Assured Compliance Assessment Solution (ACAS)

Possess ten (10) years information technology experience or information assurance experience to include; ACAS/, Secure Configuration Compliance Validation Initiative (SCCVI), Host Based Security System (HBSS), Security Content Automation Protocol (SCAP), and Vulnerability Asset Management System. Must have experience performing network evaluation and analysis for DISA Security Technical Implementation Guides (STIG) compliance utilizing current DISA approved Security Content Automation Protocol (SCAP) software.

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8.2.3. Computer Analyst - CANES

Possess 10 – 15 years' information technology or ship-board computer systems experience to include; Consolidated Afloat Networks & Enterprise Services (CANES), Integrated Shipboard Network System (ISNS), Navy Tactical Command Support System (NTCSS), Global Combat Support System (GCCS), Navy Information Application Product Suite (NIAPS), Computer Network Defense CND-OSESCCVI/ ACAS and HBSS. Experience evaluating installed Information Systems (IS) for compliance with current USCC/FCC/CNIF Operations Order (OPORD's), Tasking Order (TASKORD's), Executive Order (EXORD's), **fragmentary order** (FRAGORD's), and CTO's.

8.2.4. Computer Analyst - Vulnerability Remediation Asset Manager (VRAM)

Possess fifteen (10) years general information technology or information assurance experience to include: five (5) years of VRAM experience in providing training, guidance, and assistance to ships CSWF members, ten (5) years SCCVI/ ACAS vulnerability scanning experience. Must have experience tracking of Information Assurance Vulnerability Management (IAVM) status per Program of Record (POR) baseline of installed ship's systems documenting non-compliance of IAVM as reported on VRAM leadership briefing.

8.2.5. Ships Systems Analyst - Information System Security Management (ISSM)

Possess eight (8) years of experience performing command traditional security evaluations of afloat units consisting of aiding Security Managers, Force Protection Officers, and Information Systems Security Managers (ISSM) with personnel and physical security training, hardening of commands security postures, providing guidance for the implementation of DISA Security Technical Implementation Guide(STIGs) pertaining to Traditional Security and best practices for procedural compliance in accordance with SECNAV M-5510.30. Experience performing cyber evaluation or inspection highly desirable.

8.2.6. Ship Systems Analyst – Risk Management Framework (RMF)

Possess fifteen (15) years general information technology experience or ten (10) years information assurance experience managing local IA program in accordance with SECNAVINST 5239.1 Must have RMF training consisting of either CBT-NQV-100 Series, ILT-NQV-201, or Q/CA-CNSS-4016. Must have experience mapping STIG requirements to IA controls. Must have experience working with eMASS for management, documenting local site Authority to Operate (ATO) or Assess & Authorize (A&A) documentation.

8.2.7. Ship Systems Analyst – Cyber Security Work Force (CSWF)

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Possess ten (10) years of experience reviewing and establishing manpower, personnel, and qualification data element standards to support cyber workforce management and reporting requirements to include; Review/Assess cyberspace workforce effectiveness, recommending adjustments to skill and/or qualification standards, establishing and collecting metrics to monitor and validate cyberspace workforce readiness including analysis of cyberspace workforce data, using Total Work Management System, to assess the status of positions identified, filled, and filled with qualified personnel, integration of qualified cyberspace workforce personnel into information systems lifecycle development processes.

8.2.8. Ship Systems Analyst

Possess ten (10) years general information technology or information assurance experience managing local IA program in accordance with SECNAVINST 5239.1 Must have experience mapping STIG requirements to IA controls. Must have experience working with eMASS for management, documenting local site Authority to Operate (ATO) or Assess & Authorize (A&A) documentation.

8.3 LOGISTICS SUPPORT PERSONNEL QUALIFICATIONS

8.3.1. Senior Logistics Management Specialist

Possess ten (10) years of progressive experience in logistics project management supporting multiple projects for shipboard programs including experience with program planning, managing shipboard assessment teams, coordinating multiple activities of shipboard assessment teams, and establishing internal process control procedures and information flow between departments. Possess eight (8) years of experience with all aspects of in-service logistics support, providing technical project management in a leadership role supporting ships' material condition and logistics assessments data management, ILS certifications development, and configuration verification efforts to include C5I databases providing impact assessment and corrective actions based upon those reports to appropriate leadership.

8.3.2. Senior Logistics Management Specialist

Possess ten (10) years of progressive experience in logistics project management supporting multiple projects for shipboard programs including experience with program planning, managing shipboard assessment teams, coordinating multiple activities of shipboard assessment teams, and establishing internal process control procedures and information flow between departments. Possess eight (8) years of experience with all aspects of in-service logistics support, providing technical project management in a leadership role supporting ships' material condition and logistics assessments data management, ILS certifications development, and configuration verification efforts to include C5I databases providing impact assessment and corrective actions based upon those reports to appropriate leadership.

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8.3.3. Financial Analyst

Possess five (5) years of experience in budgeting/finance/accounting. Bachelor's degree in Accounting, Finance, or Business Management preferred. Experience can be substituted for a Bachelor's Degree. Prior experience in Navy Logistics, Accounting or Ship Maintenance is desirable. Requires experience with budget functions involving the formulation, justification, and/or execution of budgets for organizations, programs, or projects. This work requires Journeyman knowledge and skill in the application of Command Financial Systems, Microsoft applications (Word, Excel, PowerPoint) and excellent communication skills.

8.3.4. Logistics Management Specialist

Possess five (5) years of progressive experience in operations, maintenance, supply, analysis, support, of Navy systems including five (5) years of experience in the management of a directly related field and experience in one or more projects encompassing performance of service sustainability of one or more Navy systems.

9. RESUMES: The government reserves the right to review resumes and substantiating documentation, such as certificates and diplomas, at any time to verify education, experience and certifications of Contractor personnel engaged in the performance of the effort described in this PWS. Resumes and supporting documentation shall be provided to the Contracting Officer Representative (COR) and/or Contracting Officer (KO) upon request.

10. PERSONNEL STAFFING

The contractor shall maintain the personnel, organization, and administrative controls necessary to ensure that the work delivered meets or exceeds the task order specification requirements. In the event an individual proposed for performance under the resultant task order is not currently employed by the offeror, the offeror shall include with the listing, a letter of intent signed by that individual who states the individual's intent to accept employment with that offeror on the day of task order award if the task order is awarded to the offeror, confirmed by the Contracting Activity. The existing employees are to be offered first right of refusal.

During the first ninety (90) days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 30 calendar days after the occurrence of any of these events and provide a plan to ensure successful contract performance. After the initial 90-day period, the Contractor shall notify the Contracting Officer and COR of any planned or unplanned substitutions of key personnel and provide a plan to

ensure successful contract performance. The minimum education, experience, and other required qualifications for the key labor categories are provided in the tasks listed below.

The Contractor will advise the government of changes in personnel during the performance of this effort. When possible, 30 days' notice will be given prior to personnel changes being made and a complete and thorough turnover of work should occur from one member to the other.

All proposed personnel must meet the minimum number, 5 years, of general experience defined in the Requirements Section 8. Given the nature of this task order performance requirements, all proposed personnel must demonstrate general experience in one or more of the following technology areas:

1. System design, development, testing and implementation.
2. System execution, performance, troubleshooting, testing, and defect correction.
3. Microsoft and LINUX server installation, testing, administration, and support.
4. End user workstation configuration, troubleshooting, testing, and support.
5. Networking technology, network design, network devices, network device configuration, management, troubleshooting, and network performance evaluation.
6. Information Assurance including security assessment, security controls implementation and validation, secure network design, security risk assessment, and security risk mitigation.

11. ANTICIPATED TRAVEL IN CONJUNCTION WITH TASKING

Training Travel Locations. Training locations may be, but are not limited to, the following: San Diego, Washington DC. For planning purposes, Contractor personnel should expect seven (7) days travel (Saturday – Sunday) for a “typical” five-day training course, with an average of two (2) contractors per training trip. Travel funds for this training will be provided by the government.

The number of training trips anticipated per federal fiscal year (FY) (01 October to 30 September) are estimated to be one per year.

LOCATION	# OF PERSONNEL	DURATION	NOT TO EXCEED	VISITS PER YEAR
Mayport, FL	4	1 week	10 days	4
San Diego, CA	2	1 week	10 days	2
Rota, Spain	4	1 week	10 days	2
Gaeta, Italy	4	1 week	10 days	1
Bahrain	8	2 weeks	20 days	2
AAMDS	4	1 week	10 days	1
Washington, DC	2	1 week	10 days	1

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Not all training events will require reimbursable travel. For the purposed of this contract, local travel is considered to be any destination within 50 miles of CNSL Headquarters, Norfolk, VA. The government will make no reimbursements for a Contractor's local travel. Requests for travel reimbursement shall include a summary for each specific training event. Supporting documentation to substantiate travel invoice shall be submitted to the COR upon request.

The Contractor is not authorized to perform any travel that is not in conjunction with this contract. Invoices shall be submitted to the WAWF within 7 days of return from travel. The Contractor shall provide supporting documentation. Training for Contractors may be available under certain circumstances and requests shall be approved by the COR.

REIMBURSABLE TRAVEL COSTS

Except as otherwise provided below under non-reimbursable travel costs, the Contractor will be reimbursed for travel costs in accordance with the Federal Travel Regulations (FTR) in effect at the time of the travel. This directive can be accessed at <https://www.gsa.gov/portal/content/104790>. It is the DoN policy not to allow a charge of profit or fee on reimbursable items, therefore, travel will be reimbursed at actual cost, excluding any profit, and/or Overhead. The application of these indirect rates on travel is not allowable under this contract.

Airfare shall be based on the lowest available cost for coach or economy in writing in advance. The COR will make every effort to notify the Contractor at least two (2) weeks in advance when travel is required. Emergent issues or urgent circumstances may necessitate a shorter notification period. Upon notification, the Contractor shall submit a travel request which identifies the estimated travel cost to the COR for approval. All travel costs shall be in accordance with the estimated not to exceed amount identified in Section B of the contract and will be reimbursed at actual cost.

NON-REIMBURSABLE TRAVEL COSTS

Travel performed for personal convenience and daily travel to and from the Contractor's facility will not be reimbursed by the government. Travel costs incurred in the replacement of Contractor personnel, for any reason, will not be reimbursed by the government.

Relocation costs and travel costs incident to relocation of government facilities are not authorized.

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12. COMMON ACCESS CARD (CAC): The Government Contractor CAC card serves as the primary method of identification for the Contractor employees, as well as providing the basis of Public Key Infrastructure (PKI) access to the Navy/Marine Corps Intranet (NMCI), and numerous Navy web sites, which may also require PKI access. The COR shall assist in providing the Contractor the appropriate documentation for obtaining CAC cards.

RETURN OF CAC CARDS

The Contractor shall be responsible for obtaining any government issued identification cards from the former employee and to turn those items over to the COR within five (5) days of the termination of the employment.

13. Government Furnished Material: The Contractor shall ensure that personnel accessing NMCI and other Navy information systems have the proper and current IA certification to perform IA functions IAW DoD 8570.01-M, Information Assurance Workforce Improvement Program. Contractor positions require at least IAM Level I or IAT Level II (Security+) due to elevated privileges or nature of work performed: Program Manager, Database Administrator, SharePoint Administrator, Computer Analyst – CANES, Computer Analyst – ACAS, Computer Analyst – VRAM, Ship Systems Analyst – ISSM, Ship Systems Analyst – RMF, Ship Systems Analyst – CSWF, and Ship Systems Analyst. The Contractor shall identify and notify the government of system documentation necessary for the proper performance of the assigned tasks. The Contractor will be furnished with documentation, task working papers, project descriptions, program briefing material and other pertinent information, and other documentation or material required to support performance of this effort. Information will be provided to the Contractor within a reasonable time commensurate with schedules and target completion dates for assigned tasks and activities. In performance of these services, the Contractor may be required to perform operations on, have access to, or handle data and information that is sensitive or proprietary. The Contractor shall be responsible for safeguarding any information and data provided to it, used or created in the performance of the assigned tasks. The Contractor shall prevent this information and data from being compromised, damaged, lost, or improperly disseminated. Unless authorized by the government, information and data shall not be released outside CNSL. The Contractor and any employee are prohibited from using US Government facilities, equipment and/or information for any purpose except as specifically described within this PWS.

14. MANDATORY TRAINING: The Contractor Personnel may be required to complete mandatory training in areas such as Sexual Abuse Prevention, Sexual Harassment, Equal Opportunity, Combating Trafficking in Persons, Personal Privacy, Personal Identifiable Information, Safety, and computer security. Prior to overseas travel, contractor personnel may be

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required to complete the Navy's Survival, Evasion, Resistance and Escape (SERE) course and other training dictated by the Combatant Commander presiding over the Area of Responsibility in which the travel destination is located. This training is provided on a regular basis, either by attendance at a live presentation or by completion of computer based training (CBT) courses. This training is accomplished during normal work hours and at government expense.

15. CONTRACTOR IDENTIFICATION: For all services provided under this PWS, Contractor employees shall identify themselves as Contractor personnel by introducing themselves or being introduced as Contractor personnel and displaying distinguishing badges or other visible identification for meetings with government personnel. Additionally, Contractor personnel shall identify themselves as Contractor employees in telephone conversations and in formal and informal written correspondence.

16. INFORMATION ASSURANCE/INFORMATION SECURITY: The Contractor shall protect DoD sensitive unclassified data regardless of the location or ownership

of the transport media, including, but not limited to mobile computing devices and removable storage media, whether government furnished or Contractor owned/leased. The Contractor shall comply with all current IA and information security policies, procedures, and statutes applicable to DoD IT, including the DoN Chief Information Security Officer Handbook.

17. PRIVACY ACT COMPLIANCE: The Contractor may be in contact with data and information subject to the Privacy Act of 1974 (Title 5 of the U.S. Code Section 552a). The Contractor shall ensure that its employees assigned to this effort understand and adhere to the requirements of the Privacy Act and to Department of Defense (DoD) and Department of the Navy (DoN) regulations that implement the Privacy Act. Department of Navy policy and procedures implementing the Privacy Act are detailed in DoD Directive 5400.11 (DoD Privacy Program), available on-line at <http://www.dtic.mil/whs/directives/> and in SECNAVINST 5211.5E (Department of the Navy Privacy Act (PA) Program). The Contractor shall identify and safeguard data, information and reports accordingly. In addition, the Contractor shall ensure that Contractor employees assigned to the contract are trained on properly identifying and handling data and information subject to the Privacy Act prior to commencing work.

18. PROPRIETARY INFORMATION: No data provided to, or developed by, the Contractor shall be used for any purpose other than the tasks assigned. All information (data files and hard copy) becomes the property of the government and the Contractor shall return them at the completion of the task. The government will not be required to pay royalties, recurring license fees, use tax or similar additional payments for any contractor-developed product or associated software presentation.

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19. TRANSITION PERIODS: The government anticipates allowing a 30-day ‘transition-in’ period between contract award and the start of full performance. This period is intended to allow the awardee time to address security and administrative issues for contractor employees assigned to the contract effort.

Should the Contractor not be selected as the future follow-on Contractor, the Contractor shall participate in a transition-out phase to orderly and efficiently transition to a successor. The transition-out phase shall be considered the last thirty (30) days prior to the end of the contract period of performance. The transition-out phase shall consist of phase-in period for the successor and transition of all in-work documentation relevant to the efforts performed and analysis begun but not completed.

The Contractor shall submit a Transition Support Plan to the COR not later than 30 days after the plan is requested. The Transition Support Plan must include, at a minimum, a staffing plan which ensures all tasks will continue to be met throughout the transition out phase.

20. Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information

Executive Order 13467, Reforming Processes Related to Suitability for Government Employee, Fitness for Contractor Employees and Eligibility for Access to Classified National Security Information, Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The 5 CFR 32 Part 157 in concert with DoD Manual 1000.13, Vol 1, implements the Federal Standards.

APPLICABILITY

This text applies to all DoD sponsored individuals who require CAC eligibility (or login and P/W if acceptable per contract) for: Physical access to DoD facilities or non-DoD facilities on behalf of DoD; Logical access to information systems (whether on site or remotely); or remote access to DoD networks that use only the CAC logon for user authentication, or access to sensitive and protected information. This applies to the Office of the Secretary of Defense, the Military Departments, the Office of the Chairman of the Joint Chiefs of Staff and the Joint Staff, the Combatant Commands, the Office of the Inspector General of the DoD, the Defense Agencies, the DoD Field Activities and all other organizational entities within the DoD (hereinafter referred to collectively as the "DoD Components").

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Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

ACCESS TO FEDERAL FACILITIES

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Command's Security Manager upon arrival to the Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

START-UP PERIOD

All contractor resource onboarding documents must be submitted via the prime contractor. The prime contractor shall make all necessary preparations to assume full responsibility for productive performance of the performance start date.

Definition of "productive":

- a. Visit Authorization Request (VAR)
- b. Contractor Information Sheet (CIS)
- c. Completed EQIP (Electronic Investigation)
- d. All contractor resource(s) must have an active JPAS profile.
- e. Common Access Card (CAC)

Note (1): Invoicing by the contractor will begin as of the commencement of the performance period of services and no reimbursement will be paid by the government for efforts expended during the start-up period.

Note (2): Foreign Nationals are not allowed access to the functional/system side of Enterprise Resource Planning (ERP).

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ACCESS TO DOD INFORMATION TECHNOLOGY (IT) SYSTEMS

In accordance with (IAW) Secretary of the Navy (SECNAV) M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to sensitive information. Sensitive information includes information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information System Security Manager (ISSM)/Information Assurance Manager (IAM).

Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) or T5 or T5R equivalent investigation , which is a higher level investigation than the National Agency Check with Law and Credit (NACLC)/T3/T3R described below. Due to the privileged system access, an investigation suitable for High Risk national security positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's CSM and ISSM/IAM upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

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When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Cyber Awareness training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

INTERIM ACCESS

The Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

DENIAL OR TERMINATION OF ACCESS

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

CONTRACTOR'S SECURITY REPRESENTATIVE

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES

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Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Contractor employees under this contract are recognized as Non-Critical Sensitive [ADP/IT-II] positions when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC or T3 or T3R equivalent investigation to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The investigation consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)

Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)

Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the CSM upon arrival to the command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's ISSM/IAM. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Cyber Awareness training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Command Security Manager. The Command's

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Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM); Potential suitability or security issues identified may render the contractor employee ineligible for the assignment. An unfavorable determination is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DoD Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc. ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

Must be either a US citizen or a US permanent resident with a minimum of 3 years of legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and

Must have a favorably completed National Agency Check with Written Inquiries (NACI) or T1 investigation equivalent including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

SF-85 Questionnaire for Non-Sensitive Positions

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Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)

Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or T1 equivalent investigation, or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

* Consult with your CSM and ISSM/IAM for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

21. STATUS OF FORCES AGREEMENT (SOFA)

The information provided in this section is strictly a summary of the applicable SOFAs and country-specific requirements and should not be construed as all-inclusive. It is the Contractor's responsibility to review, understand and comply with all SOFA and country-specific requirements applicable to this contract. Country specific information may be found on the U. S. Embassy and Commander, Navy Installations Commands websites of the travel destination, or the Foreign Clearance Guide located at <https://www.fcg.pentagon.mil>.

SOFA status defines the benefits received by the contractor and/or the Contractor's dependents. These benefits include, but are not limited to, commissary, postal, military banking privileges, on-base education and access to United States military medical facilities. The SOFA status usually defines the prosecution for criminal offenses in the USG OCONUS court system and laws as opposed to the Host Nation judicial system and laws but that will vary by location.

The government may, at the discretion of the Base Commander, provide Contractor employees and authorized dependents logistics support as mentioned in the previous paragraph. This only applies to foreign countries that have a SOFA.

The NATO SOFA is the governing document with respect to the status of forces in NATO countries. The NATO SOFA is silent to many issues, such as how and when SOFA status is

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granted to Contractors. Issues like this are addressed in various bilateral agreements that the United States has with other countries, and the requisite requirements differ from country to country.

22. Synchronized Pre-deployment and Operational Tracker (SPOT) System

SPOT has been designated as the Joint Enterprise contractor management and accountability system to provide a central source of contingency contractor information. Contractor shall maintain by name accountability within SPOT of all contract personnel assigned to this contract. The Government will use SPOT for oversight and potential source of contractor Letter of Authorization (LOA) for each contractor personnel traveling. Information on registration and use of SPOT may be found at spot.outreach@us.army.mil.

23. INSURANCE REQUIREMENTS

Prior to performance of any services hereunder, the contractor shall, at its own expense, procure and maintain during the entire performance period of this contract, with financially and legally responsible insurance company or companies, minimum insurance coverage as set forth below:

The contractor shall procure and maintain a level of insurance coverage commensurate with the commercial standard and in accordance with the host nation's statutory limits during the entire period of performance under this contract.

The contractor will provide evidence of insurance to the Contracting Officer no later than ten (10) days following the contract award.

In the event of cancellation or material change in policy coverage, thirty (30) days prior written notice shall be given to the Contracting Officer.

MINIMUM INSURANCE REQUIREMENTS

IAW with 52.228-5, Insurance-Work on a Government Installation, the following are minimum insurance requirements as defined in FAR 28.307-2, Liability:

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

(b) General liability.

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

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

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

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

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

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24. ENTERPRISE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom-Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://DoNcmra.nmci.navy.mil>.

Reporting inputs will be for the labor executed during the period of performance during each government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at <https://DoNcmra.nmci.navy.mil>.

25. APPLICABLE DOCUMENTS: The following documents are applicable to this Performance Work Statement (PWS) and are available on-line:

1. DoDI 8500.01, Cybersecurity, 14 March 2014
2. DoDI 8510.01, Risk Management Framework (RMF) for DoD Information Technology (IT), 28 July 2017
3. DoDI 8530.01, Cybersecurity Activities Support to DoD Information Network Operations, 7 March 2016
4. DoDI 8551.01, Ports, Protocols, and Services Management (PPSM), 28 May 2014
5. DoD 5200.01, Information Security Program: Overview, Classification, and Declassification, 24 February 2012
6. DoDI 3020.39, Mission Assurance Policy for the Defense Intelligence Enterprise (DIE), 2

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7. DoDD 8140.01, Cyberspace Workforce Management, 31 July 2017
8. SECNAV M-5239.20 (Series), DoN Cyberspace Information Technology and Cybersecurity Workforce Management and Qualification Manual
9. SECNAV 5239.3B, Department of the Navy Information Assurance Policy
10. CJCSI 6510.01 (Series), Information Assurance and Computer Network Defense
11. CJCSI 6211.02 (Series), Defense Information System Network Policy and Responsibilities
12. CJCSM M-6510.01B, Cyber Incident Handling Program
13. 5 USC 552a, The Privacy Act of 1974
14. DoN Federal Information Security Management Act (FISMA) Guidelines, March 2006
15. USCYBERCOM FRAGMENTARY ORDER (FRAGO) 11-022, DTG 092213Z MAY11
16. CYBER-1 (Series), Cyber-Security, Network Readiness, and Information Assurance Manual
17. DISA Command Cyber Readiness Inspection Host Based Security System (HBSS) OPOD 16-0080/TASKORD 14-0305 (<https://www.iase.disa.mil>)
18. NIST SP 800-36, Guide to Selecting Information Security Products
19. NIST SP 800-53 (Series), Security and Privacy Controls for Federal Information Systems and Organizations
20. NIST SP 800-45 (Series), Guidelines on Electronic Mail Security
21. FIPS Pub 140-2 (Series), Security Requirements for Cryptographic Modules
22. INFOCON 3 – Navy Tasks, 2 April 2009
23. Command Cyber Operational Readiness Inspection (CCORI) Grading worksheet
24. Command Cyber Operational Readiness Inspection (CCORI) Computer Network Directive (CND) Guide
25. Contributing Factors Guide

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SECTION D PACKAGING AND MARKING

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

SECTION E INSPECTION AND ACCEPTANCE

QASP: The Contractor shall provide the deliverables listed below. Deliverables shall be prepared in Contractor format where not otherwise specified by the government. Deliverables shall be provided to the Contracting Officer's Representative (COR) with copy to the Technical Point of Contact (TPOC). All draft and final deliverable submissions shall remain the property of the U.S. Government. All revised deliverables shall be due within 15 days of receipt of notification of the need for revision. All methodologies and recommendations shall be reviewed and approved by the government prior to any changes being institutionalized. The deliverables delineated in Table 1 below applies to all Contractors and specific SME Technical areas.

Performance Element	Measurement/Metric	Surveillance Method	Frequency	Acceptable Quality Level (AQL)	Procedures to be taken when AQL not achieved
Information Assurance/ Information Security	Any leakage or spillage of Sensitive, Secret PII, Material and Information.	COR assessment, inspection, customer feedback	Perpetual	100% compliance	Failure to comply may be documented in CPARS and in future requests for Past Performance information. Termination of contract may also result.
Monthly Summary Report of Activities	Each activity is linked to specific PWS subparagraphs. Work products are delivered on time, of high quality and contain accurate information.	COR assessment, inspection	NLT 10th of each month	95% compliance	Contract Discrepancy Report may be completed. Failure to comply may be documented in CPARS and in future requests for Past Performance information.

Ad Hoc Reports	Timely deliverable required to support and inform actions to resolve or mitigate operational readiness gaps. Work products are delivered on time, of high quality and contain accurate information.	COR assessment, inspections	As required	95% compliance	Contract Discrepancy Report may be completed. Failure to comply may be documented in CPARS and in future requests for Past Performance information.
Trip Reports	Travel performed IAW PWS 10.0. Work products are delivered on time, of high quality and contain accurate information.	COR Assessment, inspection	Within 5 working days following return	95% compliance	Contract Discrepancy Report may be completed. Failure to comply may be documented in CPARS and in future requests for Past Performance information.

Table 1

1. Monthly Activity Reports: Expect feedback from the government when additional information is required to address specific issues.
 - a. Accomplishments/Completed actions
 - b. Personnel issues
 - c. Upcoming Travel
 - d. Anticipated activity for next reporting period
 - e. Invoices submitted/outstanding

2. Weekly Activity Reports: Include events for weekly accomplishments, significant issues, plans, constraints, estimated resource requirement and task completion dates. Submit no later than close of business (COB) on Wednesday of the following week.

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000	9/1/2019 - 8/31/2020
9000	9/1/2019 - 8/31/2020

Services to be performed hereunder will be provided as outlined in the Performance Work Statement.

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SECTION G CONTRACT ADMINISTRATION DATA

COMMUNICATIONS DURING THE LIFE OF THE CONTRACT (SEP 2015)

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

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

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

Ricky Jennings

1986 Gilbert Street, Norfolk, VA 23602

757-443-1456

SECURITY ADMINISTRATION (*SOLICITATION*) (SEP 2015)

The highest level of security that will be required under this contract is Secret as designated on DD Form 254 attached hereto and made a part hereof.

The offeror shall indicate the name, address and telephone number of the cognizant security office;

Odetta Johnson Sheperd
1751 Morris Street
Norfolk, VA 23511-2494
757-836-3063

The facilities to be utilized in the performance of this effort have been cleared to Secret level.

The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

Accounting Data

SLINID PR Number

Amount

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8000 N4658119RC010AD XXXX

LLA :

AA 1791804 6B1B 251 D3825 056521 2D C010AD 465819SU001Q

9000 N4658119RC010AD XXXX

LLA :

AA 1791804 6B1B 251 D3825 056521 2D C010AD 465819SU001Q

BASE Funding XXXX

Cumulative Funding XXXX

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SECTION H SPECIAL CONTRACT REQUIREMENTS

APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (SEP 2015)

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

LCDR Michael Schaefer N65

NAME CODE

1751 Morris Street, Bldg D-29, Norfolk, VA 23511

MAIL ADDRESS

757-836-9389

TELEPHONE NUMBER

SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.203-18	Prohibition on Contracting With Entities That Require Certain Internal Confidentiality Agreements or Statements--Representation	JAN 2017	
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017	
52.204-13	System for Award Management Maintenance	OCT 2018	
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016	
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016	
52.204-22	Alternative Line Item Proposal	JAN 2017	
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018	
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018	
52.217-5	Evaluation Of Options	JUL 1990	
52.222-41	Service Contract Labor Standards	AUG 2018	
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year	AUG 2018	

	And Option Contracts)		
52.228-5	Insurance - Work On A Government Installation	JAN 1997	
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013	
52.237-1	Site Visit	APR 1984	
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984	
52.247-34	F.O.B. Destination	NOV 1991	
252.215-7008	Only One Offer	OCT 2013	
252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997	
252.222-7004	Compliance With Spanish Social Security Laws and Regulations	JUN 1997	
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014	
252.225-7041	Correspondence in English	JUN 1997	
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015	
252.229-7003	Tax Exemptions (Italy)	MAR 2012	
252.229-7005	Tax Exemptions (Spain)	MAR 2012	

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252.229-7012	Tax exemptions (Italy)--representation	MAR 2012	
252.229-7013	Tax exemptions (Spain)--representation.	APR 2012	
252.239-7017	Notice of Supply Chain Risk	FEB 2019	
252.247-7023	Transportation of Supplies by Sea	FEB 2019	

CLAUSES INCORPORATED BY FULL TEXT

52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

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52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (OCT 2018)
ALTERNATE I (OCT 2014)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically in the System for Award Management (SAM) accessed

through

<https://www.sam.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) *Definitions.* As used in this provision--

"Economically disadvantaged women-owned small business (EDWOSB) concern" means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

"Forced or indentured child labor" means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

"Highest-level owner" means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

"Immediate owner" means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

"Inverted domestic corporation," means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

"Manufactured end product" means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;
- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;

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(9) PSC 9620, Minerals, Natural and Synthetic; and

(10) PSC 9630, Additive Metal Materials.

"Place of manufacture" means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

"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)).

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not

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dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
 - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

"Subsidiary" means an entity in which more than 50 percent of the entity is owned—

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans(as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)," means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(b)

- (1) Annual Representations and Certifications. Any changes provided by the Offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications in SAM.
- (2) The offeror has completed the annual representations and certifications electronically in SAM accessed through

<http://www.sam.gov>. After reviewing SAM information, the Offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and

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Certifications--Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), at the time this offer is submitted and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs ___.

[Offeror to identify the applicable paragraphs at (c) through (u) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract is to be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

(2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]The offeror represents that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]The offeror represents that it is, is not a women-owned small business concern.

Note:

Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *WOSB concern eligible under the WOSB Program.* [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It is, is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It is, is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: .] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it is, a women-owned business concern.

(9) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It is, is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [*The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .*] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) of this provision.)

[*The offeror shall check the category in which its ownership falls*]:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana

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Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(d) Representations required to implement provisions of Executive Order 11246 --

(1) Previous contracts and compliance. The offeror represents that --

(i) It has, has not, participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It has, has not, filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that --

(i) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or

(ii) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American – Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product." The terms "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American—Supplies."

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)

(1) *Buy American -- Free Trade Agreements -- Israeli Trade Act Certificate.* (Applies only if the clause at FAR 52.225-3, Buy American -- Free Trade Agreements -- Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product," "commercially available off-the-shelf (COTS) item," "component," "domestic end product," "end product," "foreign end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Israeli end product," and "United States" are defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act"

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph

(g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of "domestic end product."

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I* If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act"

Canadian End Products:

Line Item No.:

[List as necessary]

(3) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II* If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(4) *Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III* Alternate III to the clause at 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled "Buy American—Free Trade Agreements—Israeli Trade Act"

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

(1) Are, are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) Have, have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and

(3) Are, are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals Contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

(i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of

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manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards. (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror does does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(ii)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4(d)(2)(iii));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to SAM to be eligible for award.)

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(1) All offerors must submit the information required in paragraphs (1)(3) through (1)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

TIN:

.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other .

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name

TIN

(m) *Restricted business operations in Sudan*. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.108-2(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The Offeror represents that--

(i) It is, is not an inverted domestic corporation; and

(ii) It is, is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall email questions concerning sensitive technology to the Department of State at

CISADA106@state.gov.

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) 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;

(ii) 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; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 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

<https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity: ? Yes or ? No.

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(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a "doing business as" name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ? is not ? a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ? is not ? a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at 52.204-16, Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: ____ (or mark "Unknown").

Predecessor legal name: _____.

(Do not use a "doing business as" name).

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM (12.301(d)(1)).

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(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) [] does, [] does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible Web site a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible Web site includes the Offeror's own Web site or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall

provide the publicly accessible Web site(s) where greenhouse gas emissions and/or reduction goals are reported:

.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

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(a) The Government may extend the term of this contract by written notice to the Contractor within 7 days provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed

66 months.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

Analyst GS-13

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Ricky Jennings,

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ricky.jennings@navy.mil 1968 Gilbert Street, Norfolk, VA 23511

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR Clauses:

<http://acquisition.gov/far/>

DFARS Clauses:

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>

(End of provision)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

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

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

"Local processing office (LPO)" is the office responsible for payment certification when payment certification is

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done external to the entitlement system.

"Payment request" and "receiving report" are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

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

(1) Have a designated electronic business point of contact in the System for Award Management at

<https://www.sam.gov>; and

(2) Be registered to use WAWF at

<https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

<https://wawf.eb.mil/>.

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

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

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

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(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

See schedule.

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

2in1

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF "combo" document type to create some combinations of invoice and receiving report in one step.]

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	

Issue By DoDAAC	
Admin DoDAAC**	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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*Information will be provided at time of award.

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

Will be provided at time of award.

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

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

(a) Contract line item(s) [Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of \$ [Contracting Officer insert after negotiations] 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 item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for 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."

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(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 paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

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

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

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to 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) and (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 the base year of this contract in accordance with the following schedule:

On execution of contract	\$ XXXX
November 2, 2019	\$ XXXX

Subsequent options years will be fully funded at the time of option execution.

(End of clause)

WAGE DETERMINATION

WD 15-4341 (Rev.-11) was first posted on www.wdol.gov on 01/01/2019

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THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION

By direction of the Secretary of Labor | WAGE AND HOUR DIVISION

| WASHINGTON D.C. 20210

|

|

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| Wage Determination No.: 2015-4341

Daniel W. Simms Division of | Revision No.: 11

Director Wage Determinations | Date Of Revision: 12/26/2018

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: North Carolina, Virginia

Area: North Carolina Counties of Currituck, Gates

Virginia Counties of Chesapeake, Gloucester, Hampton, Isle of Wight, James

City, Mathews, Newport News, Norfolk, Poquoson, Portsmouth, Suffolk, Virginia

Beach, Williamsburg, York

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE FOOTNOTE RATE

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01000 - Administrative Support And Clerical Occupations

01011 - Accounting Clerk I 14.77

01012 - Accounting Clerk II 16.58

01013 - Accounting Clerk III 18.55

01020 - Administrative Assistant 24.27

01035 - Court Reporter 20.70

01041 - Customer Service Representative I 11.79

01042 - Customer Service Representative II 13.27

01043 - Customer Service Representative III 14.47

01051 - Data Entry Operator I 12.79

01052 - Data Entry Operator II 13.96

01060 - Dispatcher, Motor Vehicle 17.71

01070 - Document Preparation Clerk 13.21

01090 - Duplicating Machine Operator 13.21

01111 - General Clerk I 12.42

01112 - General Clerk II 13.78

01113 - General Clerk III 15.47

01120 - Housing Referral Assistant 19.51

01141 - Messenger Courier 13.49

01191 - Order Clerk I 14.86

01192 - Order Clerk II 17.61

01261 - Personnel Assistant (Employment) I 16.22

01262 - Personnel Assistant (Employment) II 18.14

01263 - Personnel Assistant (Employment) III 20.23

01270 - Production Control Clerk 28.37

01290 - Rental Clerk 14.15

01300 - Scheduler, Maintenance 15.65

01311 - Secretary I 15.65

01312 - Secretary II 17.51

01313 - Secretary III 19.51

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01320 - Service Order Dispatcher 15.83

01410 - Supply Technician 24.27

01420 - Survey Worker 14.35

01460 - Switchboard Operator/Receptionist 12.87

01531 - Travel Clerk I 13.43

01532 - Travel Clerk II 14.34

01533 - Travel Clerk III 15.20

01611 - Word Processor I 14.60

01612 - Word Processor II 16.39

01613 - Word Processor III 18.34

05000 - Automotive Service Occupations

05005 - Automobile Body Repairer, Fiberglass 25.82

05010 - Automotive Electrician 21.03

05040 - Automotive Glass Installer 20.09

05070 - Automotive Worker 20.09

05110 - Mobile Equipment Servicer 18.15

05130 - Motor Equipment Metal Mechanic 22.02

05160 - Motor Equipment Metal Worker 20.09

05190 - Motor Vehicle Mechanic 22.02

05220 - Motor Vehicle Mechanic Helper 17.13

05250 - Motor Vehicle Upholstery Worker 19.10

05280 - Motor Vehicle Wrecker 20.09

05310 - Painter, Automotive 21.03

05340 - Radiator Repair Specialist 19.10

05370 - Tire Repairer 13.84

05400 - Transmission Repair Specialist 22.02

07000 - Food Preparation And Service Occupations

07010 - Baker 12.60

07041 - Cook I 13.53

07042 - Cook II 15.01

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07070 - Dishwasher 9.01

07130 - Food Service Worker 10.29

07210 - Meat Cutter 16.69

07260 - Waiter/Waitress 11.05

09000 - Furniture Maintenance And Repair Occupations

09010 - Electrostatic Spray Painter 21.23

09040 - Furniture Handler 14.67

09080 - Furniture Refinisher 19.39

09090 - Furniture Refinisher Helper 15.80

09110 - Furniture Repairer, Minor 17.62

09130 - Upholsterer 20.17

11000 - General Services And Support Occupations

11030 - Cleaner, Vehicles 11.41

11060 - Elevator Operator 11.92

11090 - Gardener 14.18

11122 - Housekeeping Aide 11.92

11150 - Janitor 11.92

11210 - Laborer, Grounds Maintenance 11.83

11240 - Maid or Houseman 9.78

11260 - Pruner 11.63

11270 - Tractor Operator 13.36

11330 - Trail Maintenance Worker 11.83

11360 - Window Cleaner 12.64

12000 - Health Occupations

12010 - Ambulance Driver 16.84

12011 - Breath Alcohol Technician 16.99

12012 - Certified Occupational Therapist Assistant 30.26

12015 - Certified Physical Therapist Assistant 28.62

12020 - Dental Assistant 17.16

12025 - Dental Hygienist 34.48

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12030 - EKG Technician 28.34

12035 - Electroneurodiagnostic Technologist 28.34

12040 - Emergency Medical Technician 16.84

12071 - Licensed Practical Nurse I 15.70

12072 - Licensed Practical Nurse II 17.57

12073 - Licensed Practical Nurse III 19.59

12100 - Medical Assistant 14.68

12130 - Medical Laboratory Technician 20.57

12160 - Medical Record Clerk 15.13

12190 - Medical Record Technician 16.93

12195 - Medical Transcriptionist 16.73

12210 - Nuclear Medicine Technologist 33.40

12221 - Nursing Assistant I 10.92

12222 - Nursing Assistant II 12.29

12223 - Nursing Assistant III 13.41

12224 - Nursing Assistant IV 15.05

12235 - Optical Dispenser 21.43

12236 - Optical Technician 18.25

12250 - Pharmacy Technician 17.33

12280 - Phlebotomist 16.32

12305 - Radiologic Technologist 27.05

12311 - Registered Nurse I 24.37

12312 - Registered Nurse II 29.81

12313 - Registered Nurse II, Specialist 29.81

12314 - Registered Nurse III 36.07

12315 - Registered Nurse III, Anesthetist 36.07

12316 - Registered Nurse IV 43.23

12317 - Scheduler (Drug and Alcohol Testing) 21.76

12320 - Substance Abuse Treatment Counselor 21.60

13000 - Information And Arts Occupations

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13011 - Exhibits Specialist I 20.46

13012 - Exhibits Specialist II 25.36

13013 - Exhibits Specialist III 29.19

13041 - Illustrator I 20.00

13042 - Illustrator II 24.56

13043 - Illustrator III 29.80

13047 - Librarian 32.67

13050 - Library Aide/Clerk 13.04

13054 - Library Information Technology Systems 23.82

Administrator

13058 - Library Technician 16.78

13061 - Media Specialist I 20.45

13062 - Media Specialist II 22.87

13063 - Media Specialist III 25.49

13071 - Photographer I 13.93

13072 - Photographer II 18.46

13073 - Photographer III 22.43

13074 - Photographer IV 24.90

13075 - Photographer V 30.14

13090 - Technical Order Library Clerk 16.38

13110 - Video Teleconference Technician 18.33

14000 - Information Technology Occupations

14041 - Computer Operator I 15.56

14042 - Computer Operator II 17.40

14043 - Computer Operator III 19.41

14044 - Computer Operator IV 21.57

14045 - Computer Operator V 23.88

14071 - Computer Programmer I (see 1) 21.29

14072 - Computer Programmer II (see 1) 26.37

14073 - Computer Programmer III (see 1)

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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 15.56

14160 - Personal Computer Support Technician 21.57

14170 - System Support Specialist 27.34

15000 - Instructional Occupations

15010 - Aircrew Training Devices Instructor (Non-Rated) 33.24

15020 - Aircrew Training Devices Instructor (Rated) 40.21

15030 - Air Crew Training Devices Instructor (Pilot) 48.04

15050 - Computer Based Training Specialist / Instructor 33.24

15060 - Educational Technologist 34.27

15070 - Flight Instructor (Pilot) 48.04

15080 - Graphic Artist 24.28

15085 - Maintenance Test Pilot, Fixed, Jet/Prop 37.85

15086 - Maintenance Test Pilot, Rotary Wing 37.85

15088 - Non-Maintenance Test/Co-Pilot 37.85

15090 - Technical Instructor 25.66

15095 - Technical Instructor/Course Developer 31.38

15110 - Test Proctor 20.71

15120 - Tutor 20.71

16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations

16010 - Assembler 9.16

16030 - Counter Attendant 9.16

16040 - Dry Cleaner 11.74

16070 - Finisher, Flatwork, Machine 9.16

16090 - Presser, Hand 9.16

16110 - Presser, Machine, Drycleaning 9.16

16130 - Presser, Machine, Shirts 9.16

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16160 - Presser, Machine, Wearing Apparel, Laundry 9.16

16190 - Sewing Machine Operator 12.59

16220 - Tailor 13.49

16250 - Washer, Machine 10.02

19000 - Machine Tool Operation And Repair Occupations

19010 - Machine-Tool Operator (Tool Room) 24.28

19040 - Tool And Die Maker 29.08

21000 - Materials Handling And Packing Occupations

21020 - Forklift Operator 19.25

21030 - Material Coordinator 28.37

21040 - Material Expediter 28.37

21050 - Material Handling Laborer 12.25

21071 - Order Filler 11.96

21080 - Production Line Worker (Food Processing) 19.25

21110 - Shipping Packer 16.26

21130 - Shipping/Receiving Clerk 16.26

21140 - Store Worker I 13.27

21150 - Stock Clerk 16.73

21210 - Tools And Parts Attendant 19.25

21410 - Warehouse Specialist 19.25

23000 - Mechanics And Maintenance And Repair Occupations

23010 - Aerospace Structural Welder 32.15

23019 - Aircraft Logs and Records Technician 26.28

23021 - Aircraft Mechanic I 30.62

23022 - Aircraft Mechanic II 32.15

23023 - Aircraft Mechanic III 33.64

23040 - Aircraft Mechanic Helper 23.49

23050 - Aircraft, Painter 29.17

23060 - Aircraft Servicer 26.28

23070 - Aircraft Survival Flight Equipment Technician 29.17

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23080 - Aircraft Worker 27.65

23091 - Aircrew Life Support Equipment (ALSE) Mechanic 27.65

I

23092 - Aircrew Life Support Equipment (ALSE) Mechanic 30.62

II

23110 - Appliance Mechanic 19.24

23120 - Bicycle Repairer 19.21

23125 - Cable Splicer 28.38

23130 - Carpenter, Maintenance 20.18

23140 - Carpet Layer 22.70

23160 - Electrician, Maintenance 23.77

23181 - Electronics Technician Maintenance I 23.28

23182 - Electronics Technician Maintenance II 24.56

23183 - Electronics Technician Maintenance III 25.78

23260 - Fabric Worker 21.57

23290 - Fire Alarm System Mechanic 21.43

23310 - Fire Extinguisher Repairer 20.46

23311 - Fuel Distribution System Mechanic 27.49

23312 - Fuel Distribution System Operator 22.40

23370 - General Maintenance Worker 18.30

23380 - Ground Support Equipment Mechanic 30.62

23381 - Ground Support Equipment Servicer 26.28

23382 - Ground Support Equipment Worker 27.65

23391 - Gunsmith I 20.46

23392 - Gunsmith II 22.70

23393 - Gunsmith III 25.13

23410 - Heating, Ventilation And Air-Conditioning 22.17

Mechanic

23411 - Heating, Ventilation And Air Contidioning 23.28

Mechanic (Research Facility)

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23430 - Heavy Equipment Mechanic 24.61

23440 - Heavy Equipment Operator 20.20

23460 - Instrument Mechanic 26.74

23465 - Laboratory/Shelter Mechanic 16.50

23470 - Laborer 12.25

23510 - Locksmith 23.94

23530 - Machinery Maintenance Mechanic 25.63

23550 - Machinist, Maintenance 24.56

23580 - Maintenance Trades Helper 16.29

23591 - Metrology Technician I 26.74

23592 - Metrology Technician II 28.08

23593 - Metrology Technician III 29.38

23640 - Millwright 27.56

23710 - Office Appliance Repairer 23.28

23760 - Painter, Maintenance 19.24

23790 - Pipefitter, Maintenance 22.87

23810 - Plumber, Maintenance 21.79

23820 - Pneudraulic Systems Mechanic 25.13

23850 - Rigger 25.13

23870 - Scale Mechanic 22.70

23890 - Sheet-Metal Worker, Maintenance 23.64

23910 - Small Engine Mechanic 20.11

23931 - Telecommunications Mechanic I 29.09

23932 - Telecommunications Mechanic II 30.54

23950 - Telephone Lineman 31.12

23960 - Welder, Combination, Maintenance 23.92

23965 - Well Driller 25.13

23970 - Woodcraft Worker 25.13

23980 - Woodworker 20.46

24000 - Personal Needs Occupations

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24550 - Case Manager 14.17

24570 - Child Care Attendant 9.68

24580 - Child Care Center Clerk 13.48

24610 - Chore Aide 8.92

24620 - Family Readiness And Support Services 14.17

Coordinator

24630 - Homemaker 14.24

25000 - Plant And System Operations Occupations

25010 - Boiler Tender 24.86

25040 - Sewage Plant Operator 20.85

25070 - Stationary Engineer 24.86

25190 - Ventilation Equipment Tender 19.08

25210 - Water Treatment Plant Operator 20.85

27000 - Protective Service Occupations

27004 - Alarm Monitor 18.01

27007 - Baggage Inspector 13.86

27008 - Corrections Officer 19.04

27010 - Court Security Officer 21.29

27030 - Detection Dog Handler 15.51

27040 - Detention Officer 19.04

27070 - Firefighter 21.62

27101 - Guard I 13.86

27102 - Guard II 15.51

27131 - Police Officer I 22.07

27132 - Police Officer II 24.52

28000 - Recreation Occupations

28041 - Carnival Equipment Operator 11.05

28042 - Carnival Equipment Repairer 11.73

28043 - Carnival Worker 9.01

28210 - Gate Attendant/Gate Tender 14.30

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28310 - Lifeguard 12.22

28350 - Park Attendant (Aide) 15.60

28510 - Recreation Aide/Health Facility Attendant 11.68

28515 - Recreation Specialist 19.83

28630 - Sports Official 12.75

28690 - Swimming Pool Operator 15.63

29000 - Stevedoring/Longshoremen Occupational Services

29010 - Blocker And Bracer 26.82

29020 - Hatch Tender 26.82

29030 - Line Handler 26.82

29041 - Stevedore I 25.49

29042 - Stevedore II 28.29

30000 - Technical Occupations

30010 - Air Traffic Control Specialist, Center (HFO) (see 2) 38.15

30011 - Air Traffic Control Specialist, Station (HFO) (see 2) 26.30

30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) 28.97

30021 - Archeological Technician I 18.85

30022 - Archeological Technician II 21.09

30023 - Archeological Technician III 25.14

30030 - Cartographic Technician 26.68

30040 - Civil Engineering Technician 27.46

30051 - Cryogenic Technician I 25.67

30052 - Cryogenic Technician II 28.36

30061 - Drafter/CAD Operator I 18.85

30062 - Drafter/CAD Operator II 21.09

30063 - Drafter/CAD Operator III 23.52

30064 - Drafter/CAD Operator IV 28.93

30081 - Engineering Technician I 17.82

30082 - Engineering Technician II 19.79

30083 - Engineering Technician III 22.59

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30084 - Engineering Technician IV 27.42

30085 - Engineering Technician V 33.54

30086 - Engineering Technician VI 40.58

30090 - Environmental Technician 24.06

30095 - Evidence Control Specialist 22.05

30210 - Laboratory Technician 21.99

30221 - Latent Fingerprint Technician I 24.11

30222 - Latent Fingerprint Technician II 26.63

30240 - Mathematical Technician 26.68

30361 - Paralegal/Legal Assistant I 17.02

30362 - Paralegal/Legal Assistant II 21.08

30363 - Paralegal/Legal Assistant III 25.80

30364 - Paralegal/Legal Assistant IV 31.20

30375 - Petroleum Supply Specialist 26.97

30390 - Photo-Optics Technician 26.68

30395 - Radiation Control Technician 26.97

30461 - Technical Writer I 23.31

30462 - Technical Writer II 28.51

30463 - Technical Writer III 34.50

30491 - Unexploded Ordnance (UXO) Technician I 24.24

30492 - Unexploded Ordnance (UXO) Technician II 29.33

30493 - Unexploded Ordnance (UXO) Technician III 35.16

30494 - Unexploded (UXO) Safety Escort 24.24

30495 - Unexploded (UXO) Sweep Personnel 24.24

30501 - Weather Forecaster I 28.02

30502 - Weather Forecaster II 30.99

30620 - Weather Observer, Combined Upper Air Or (see 2) 23.52

Surface Programs

30621 - Weather Observer, Senior (see 2) 25.48

31000 - Transportation/Mobile Equipment Operation Occupations

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31010 - Airplane Pilot 29.33

31020 - Bus Aide 14.46

31030 - Bus Driver 18.27

31043 - Driver Courier 13.40

31260 - Parking and Lot Attendant 9.69

31290 - Shuttle Bus Driver 14.22

31310 - Taxi Driver 12.65

31361 - Truckdriver, Light 14.22

31362 - Truckdriver, Medium 15.59

31363 - Truckdriver, Heavy 18.72

31364 - Truckdriver, Tractor-Trailer 18.72

99000 - Miscellaneous Occupations

99020 - Cabin Safety Specialist 14.30

99030 - Cashier 8.95

99050 - Desk Clerk 9.92

99095 - Embalmer 30.76

99130 - Flight Follower 24.24

99251 - Laboratory Animal Caretaker I 12.20

99252 - Laboratory Animal Caretaker II 12.95

99260 - Marketing Analyst 26.96

99310 - Mortician 30.76

99410 - Pest Controller 15.89

99510 - Photofinishing Worker 12.53

99710 - Recycling Laborer 18.11

99711 - Recycling Specialist 20.43

99730 - Refuse Collector 16.69

99810 - Sales Clerk 11.04

99820 - School Crossing Guard 15.62

99830 - Survey Party Chief 21.69

99831 - Surveying Aide 13.54

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99832 - Surveying Technician 19.72

99840 - Vending Machine Attendant 16.41

99841 - Vending Machine Repairer 19.31

99842 - Vending Machine Repairer Helper 16.41

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.48 per hour or \$179.20 per week or \$776.53 per month

HEALTH & WELFARE EO 13706: \$4.18 per hour, or \$167.20 per week, or \$724.53 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal Contractors. A contractor may not receive credit toward its SCA obligations for any

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paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 8 years, and 4 weeks 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. (See 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 4.174)

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,

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

2) 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 ****

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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 re-grading 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.

**** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS ****

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

**** 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

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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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). 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 the 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 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.

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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 U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

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 Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

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" should be used to compare job definitions to ensure 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 (See 29 CFR 4.152(c)(1)).

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SECTION J LIST OF ATTACHMENTS

iCNSL Configuration Management Plan - Previously Called SURFORWEB