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GENERAL INFORMATION

NUWCDIVNPT Control #: 173047

CONTRACTOR'S STATEMENT OF RELEASE: The contractor hereby releases the Government from any and all liability under this task order for further adjustments attributable to contract closeout procedures (as it relates to SLIN 410102) as a result of this de-obligation.

The purpose of this modification is to:

1. De-obligate funds.

SECTION B -

1. Decrease SLIN 410102 from _____ on this modification.

SECTION G -

1. LLA B2/410102 is decreased from _____ on this modification.

All other task order terms and conditions remain unchanged.

The conformed task order is contained in the SeaPort-e Portal and EDA.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

1000 Code 25 Tactical Integrated Digital System (TIDS) and Submarine Local Area Network (SubLAN) Support \$0.00

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
1100	R499	Base Period (OPN)					\$853,000.00
110001	R499	Funding ACRN A1 (OPN)					
110002	R499	Funding ACRN A3 (OPN)					
110003	R499	Funding ACRN A5 (OPN)					
1101	R499	Option 1 (OPN)					\$918,600.00
110101	R499	Funding A4 (OPN)					
110102	R499	A6 (OPN)					
1102	R499	Option 2 (OPN)					\$1,004,431.00
110201	R499	A7 (OPN)					
110202	R499	A8 (OPN)					
110203	R499	A8 (OPN)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
3000		Prime and Subcontractor Travel and Material (with burdens, no fee)			\$0.00
3100	R499	Base Period (OPN)			
310001	R499	Funding ACRN A1 (OPN)			
310002	R499	Funding ACRN A2 (OPN)			
3101	R499	Option 1 (OPN)			
310101	R499	Funding A4 (OPN)			
3102	R499	Option 2 (OPN)			
310201	R499	A7 (OPN)			
310202	R499	A8 (OPN)			

For Cost Type Items:

4000 Code 25 Tactical Integrated Digital System (TIDS) and Submarine Local Area Network (SubLAN) Support \$0.00

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Item	PSC	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
4100	R499	Option 3 (OPN)					\$960,403.00
410001	R499	A9 (OPN)					
4101	R499	Option 4 (OPN)					\$1,069,684.00
410101	R499	A9 (OPN)					
410102	R499	 (OPN)					
4102	R499	Option 5 (OPN)					\$338,526.00
410201	R499	B5 (OPN)					

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000		Prime and Subcontractor Travel and Material (with burdens, no fee)			\$0.00
6100	R499	Option 3 (OPN)			
610001	R499	A9 (OPN)			
610002	R499	A9 (OPN)			
610003	R499	B1 (OPN)			
6101	R499	Option 4 (OPN)			
610101	R499	A9 (OPN)			
610102	R499	B3 (OPN)			
610103	R499	B4 (OPN)			
6102	R499	Option 5 (OPN)			
610201	R499	B5 (OPN)			

B30S LEVEL OF EFFORT - TERM (NOV 2005)

(a) The level of effort of each Contract Line Item Number (CLIN) of this task order is as follows:

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The term of each CLIN is defined in section F of the task order. The total estimated level of effort is expected to occur evenly over the task order term.

(b) In the event that the incurred level of effort exceeds by 5% or less of the task order requirement, but does not exceed the estimated cost of the task order, the Contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The Contractor shall not be paid fixed fee, however, on level of effort in excess of 100% without complying with subsection (d) below. This understanding does not supersede or change subsection (d) below, whereby the Contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

(c) Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending upon whether or not the task order is fully funded, applies independently and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either the "Limitation of Cost" or "Limitation of Funds" clause.

(d) The Contractor shall notify the Task Order Ordering Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort the Contractor expects to incur under the task order in the next 60 days, when added to the level of effort previously expended in the performance of the task order, will exceed 75% of the level of effort established for the task order; or

(2) The level of effort required to perform the task order will be greater than the level of effort established for the task order.

As part of the notification, the Contractor shall provide the Task Order Ordering Officer a revised estimate of the level of effort required to perform the task order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only; i.e., will apply only to effort expended after a modification (if any) is issued. However, whether an increase in fixed fee is appropriate shall depend on the circumstances involved, and, except as otherwise provided in the task order, shall be entirely within the discretion of the Contracting Officer. In no event, however, shall the fixed fee be increased unless the revised level of effort exceeds the previously established level of effort by more than 10%.

(e) In the event that less than 100% of the established level of effort, or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased, is actually expended by the completion date of the task order, the Government shall have the option of;

(1) Requiring the Contractor to continue performance, subject to the provisions of the limitation of cost clause, or, as applicable, the limitation of funds clause, until the effort expended equals 100% of the original level of effort or of the fee bearing portion of the last upward revision; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than 100% of the original level of effort or the fee bearing portion of the last upward revision.

(f) Within thirty days after completion of the task order, the Contractor shall submit the following information in writing directly to the Task Order Ordering Officer, the TOM and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of man-hours of direct labor expended;

(2) A breakdown of this total showing the number of man-hours expended in each direct labor classification listed in the task order schedule, including the identification of the key employees utilized;

(3) The Contractor's estimate of the total allowable cost incurred under the task order.

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(4) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

B36S OFFERS FOR LESS THAN THE TOTAL QUANTITY ARE UNACCEPTABLE (JUN 2004)

Offers for less than the total quantity for all items specified are UNACCEPTABLE.

B42S OPTIONS (JUN 2005)

The additional items of supplies or services available under the Options clause of this task order, the applicable Line Item, and the exercise dates are specified below:

Option No.	CLIN	Exercise Date - No Later Than
1	1101 & 3101	SEPT. 15, 2007
2	1102 & 3102	SEPT. 15, 2008
3	4100 & 6100	JUNE 15, 2009
4	4101 & 6101	JUNE 15, 2010
5	4102 & 6102	JUNE 15, 2011

B43S OPTIONS AND BASIC AWARD TERM (JAN 05)

This task order contains options that, if exercised, would go beyond the current contract period of performance. The Government and the Contractor agree that no option will be exercised that exceeds the contract period of performance.

B51S PAYMENT OF FIXED FEE - TERM (NOV 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments to be paid at the time of each provisional payment. The amount of each such installment is to be in direct ratio of the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled, Level of Effort - Term.

(b) Fee shall be paid only for hours performed, not to exceed the fixed fee amount stated in the order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1.0 Background: This work supports the Tactical Integrated Digital System (TIDS) and its successor system Submarine Local Area Network (SubLAN). These systems are C4I networks either aboard Navy submarines or scheduled to be aboard Navy submarines. The networks exist in various forms, with the most prevalent being the TIDS-1 network. TIDS -2 networks are also installed aboard some submarines. These networks are being converted to SubLAN networks during the upcoming fiscal years.

2.0 Scope: The goals of this task order are to support the technical and administrative activities of NUWC DIVNPT Code 25 in the financial and program management, administrative support, configuration management, GFI development, engineering, subsystem integration and documentation development for the TIDS and SubLAN system activities and associated programs.

3.0 Applicable Documents/References:

3.1 <https://navalnetworks.spawar.navy.mil/>

3.2 [https://vpo.spawar.navy.mil/vpopages.nsf/all/start/\\$file/start.html](https://vpo.spawar.navy.mil/vpopages.nsf/all/start/$file/start.html)

3.3 <https://jdms.spawar.navy.mil/>

3.4 General Dynamics Electric Boat document: Executive Summary GFI Definitions.doc

3.5 Northrop Grumman – Newport News Shipyard GFI Matrix Definitions (1-29-04) REV 1.doc

4.0 Requirements - (Note: Numbering 4.1 - 4.12 are not used for the SOW of this task order)

The tasks listed below are used to provide support of production and modernization of existing onboard equipment.

4.13 Financial Management Support

The contractor shall provide support to financial and program management efforts including developing and maintaining financial and management reports for sponsor (SPAWAR PMW 160, NAVSEA PMS 398, PMS 392, PMS 425, NAVAIR PMA 280, PEO-SUB), and customer use. These shall include customer support for biweekly financial management reports, 5 year planning, customer notebook and monthly reports to sponsors identified above. The support shall address budget planning, spend plan development, job order allocation and associated job order funding recommendations across multiple sponsors identified previously, as specified by the issuance of technical instructions (TI).

4.13.1 Deliverables: Financial Management Support deliverables shall be provided in accordance with CDRL A002.

4.13.2 Performance Standard: The reports accurately reflect the funding status and associated funding issues and trends. As part of the government quality surveillance plan, the government will review each report for accuracy and completeness.

4.14 Briefing Materials

The contractor shall develop programmatic and technical presentation material for informal and formal reviews.

4.14.1 Deliverables: Briefing materials shall be provided in accordance with CDRL A003 using whatever the currently approved NUWC DIVNPT briefing materials guidelines are at the time of the development as specified by the issuance of technical instructions (TI).

4.14.2 Performance Standard: The briefing materials clearly reflect the concepts being portrayed and are without grammatical errors. As part of the government quality surveillance plan, the government will review each presentation for accuracy and completeness.

4.15 Configuration Management

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The contractor shall provide SubLAN/TIDS Configuration Management (CM) Support for the TIDS and SubLAN configurations at NUWC DIVNPT, as well as support to the management of shipboard assets (TIDS and SubLAN hardware and software) being supported through the SubLAN laboratory located primarily in building 1259, with additional assets located in buildings 1258. CM support shall include inventory and documentation in accordance with current sponsor practice as documented at SPAWAR PMW 160 CM sites, including:
<https://navalnetworks.spawar.navy.mil/> ; [https://vpo.spawar.navy.mil/vpopages.nsf/all/start/\\$file/start.html](https://vpo.spawar.navy.mil/vpopages.nsf/all/start/$file/start.html) and <https://jdms.spawar.navy.mil/> web sites.

4.15.1 Deliverables: Configuration Management Support in accordance with CDRL A004.

4.15.2 Performance Standard: The configuration management support materials accurately represent the equipment configurations present within the laboratory and in the shipboard environment. As part of the government quality surveillance plan, the government will assess the configuration management outputs' accuracy and completeness as well as the timeliness of the entering of changes as they occur.

4.16 SubLAN Load Plans and Submarine Onboard Verification Test Materials

The contractor shall provide SubLAN documentation development support. Support shall include SubLAN system load plans and Submarine Onboard Verification Tests (SOVT) development. These documents shall be generated using the PEO C4I & Space and SPAWAR sponsor approved procedures and templates as documented at sponsor CM sites, including: <https://navalnetworks.spawar.navy.mil/> ; [https://vpo.spawar.navy.mil/vpopages.nsf/all/start/\\$file/start.html](https://vpo.spawar.navy.mil/vpopages.nsf/all/start/$file/start.html) and <https://jdms.spawar.navy.mil/> web sites and as specified in technical instructions.

4.16.1 Deliverables: SubLAN Load Plans will be developed in accordance with CDRL A005. SOVTs will be generated in support to meet the requirements of CDRL A006.

4.16.2 Performance Standard: The SOVT materials have the ability to clearly and thoroughly assess the onboard configuration of the SubLAN system being tested. The acceptable load plan quality level will be its accuracy in building a laboratory configuration. As part of the government quality surveillance plan, the government will use the products to perform system builds and tests, and will assess their adequacy in doing so.

4.17 Integration Support

The contractor shall provide support to the integration of TIDS/SubLAN to the SSGN, SSBN, SSN 688, SEAWOLF and VIRGINIA class submarine platforms, including, SubLAN technical and administrative support for the development of Shipboard Government Furnished Information (GFI) documenting planned installation of racks, equipment, cabling and other materials for the SSGN SubLAN system installation as well as the verification of resultant SHIPALT and TRID drawing packages. The support shall address the development of Shipboard GFI for upgrades to existing SubLAN, TIDS and local area networks aboard the other platform types identified above; SubLAN technical support for configuring laboratory equipment to mimic planned submarine configurations (RDT&E); SubLAN technical and management support to the building and maintaining a system-to-platform type Bill of Materials (BOM) and support to the onboard installation of SubLAN products to submarine platforms identified above. These packages shall follow approved sponsor processes and formats and meet the requirements as documented in General Dynamics-Electric Boat document: Executive Summary GFI Definitions.doc and Northrup Grumman- Newport News Shipyard GFI Matrix Definitions (1-29-04) REV 1.doc and as further identified in technical instructions.

4.17.1 Deliverable: Shipboard GFI package support shall be provided in accordance with CDRL A007. The SubLAN Installation Support shall be provided in accordance with CDRL A008.

4.17.2 Performance Standard: The Shipboard GFI materials developed are complete and accurate. The performance standard in support to laboratory and onboard configuration is the ability to successfully complete SOVTs on configured equipment. As part of the government's quality surveillance plan the government will assess the thoroughness, accuracy and completeness of these activities.

4.18 Subsystem Integration

The contractor shall provide support to subsystem integration to TIDS/SubLAN, working with subsystems to identify and detail subsystem requirements for TIDS and SubLAN network services. The support shall include support to Combat System, Tomahawk Weapons System, Radio Room, Global Command and Control Systems-

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Maritime (GCCS-M) and other subsystems as specified in technical instructions. Additionally, it shall include support to the integration of products to network services such as failover and recovery services to SubLAN as specified in technical instructions.

4.18.1 Deliverable: Subsystem Integration report shall be provided in accordance with CDRL A009.

4.18.2 Performance Standard: Successful integration of subsystems and products to SubLAN, documenting shortfalls and work-around, where issues remain unresolved. As part of the government's quality surveillance plan the government will conduct testing of integrated subsystems and products to ensure each meets the Navy Change Request (NCR) from reference 3.1 testing objectives for each integrated subsystem and product.

5.0 Progress Reports

The contractor shall deliver monthly cost and performance reports in accordance with clause C16S, COST AND PERFORMANCE REPORTING (MAY 2001).

6.0 Quality Surveillance & Performance Standards

The government will conduct quality surveillance via various methods including formal and informal meetings, review of technical reports, review of monthly progress reports, and review of deliverables.

Contractor performance will be evaluated in the areas of technical quality, responsiveness, timeliness and cost. Technical quality will be evaluated against the performance standards defined in specific standards identified in task paragraphs. Responsiveness will be evaluated based upon the government's experience interacting with the contractor during performance. Timeliness will be evaluated based on the contractor's ability to meet CDRL schedules with minimal variance. Cost will be evaluated based upon the contractor's ability to manage to the negotiated costs.

C16S COST AND PERFORMANCE REPORTING (MAY 2001)

(a) The Contractor agrees to provide the Contractor's Funds and Man-hour Expenditure Report in the Electronic Cost Reporting and Financial Tracking (eCRAFT) System within sixty (60) days after the date of task order award. Failure to comply with this requirement may result in task order termination.

(b) The Contractor's Funds and Man-hour Expenditure Report reports contractor expenditures for labor, materials, travel and other contract charges.

(1) Format. Data shall be reported in a format acceptable to the Electronic Cost Reporting and Financial Tracking System (eCraft). Paper submittal of the data is permitted for the first 60 days of performance. Address paper submittals to the Task Order Manager identified in the task order.

(2) Scope and Content.

(i) The Contractor shall identify costs to the individual SLIN if applicable. If pricing is not established at the SLIN level, report to the CLIN.

(ii) The Contractor shall report individual cost elements comprising the total cost of performance for the current cost reporting period.

(3) Submission and Approval.

(i) Submit report at least once per month beginning 30 days after task order award. Approval will be indicated by e-mail notification from eCraft.

(ii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWC DIVNPT Code 5911.

(c) The Contractor's Performance Report indicates the progress of work and the status of the program and of all assigned tasks. It informs the Government of existing or potential problem areas. References to costs are meant to be at a summary level. Preparation instructions follow.

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(1) Format. Pages shall be sequentially numbered. All attachments shall be identified and referenced in the text of the report. Report shall be prepared in the contractor's format and shall be legible and suitable for reproduction. Electronic submission is encouraged.

(2) Content.

(i) Provide a front cover sheet that indicates the contractor's name and address, the contract number and task order number, the system or program nomenclature, the report date, the reporting period, the report title and a serial number for the report, the security classification, the name and address of the person who prepared the report, and the name of the issuing Government activity (Naval Undersea Warfare Center Division, Newport).

(ii) Report task order schedule status. Describe the progress made against milestones during the reporting period.

(iii) Report any significant changes to the contractor's organization or methods of operation, to the project management network, or to the milestone chart.

(iv) Report problem areas affecting technical, scheduling, or cost elements. Provide background and recommendations for solutions beyond the scope of the task order. Report results (positive or negative) obtained related to previously identified problem areas, with conclusions and recommendations.

(v) Report all trips and significant results.

(vi) Report all significant communications and any commitments made thereby. Include all non-contractual communications, such as emails, telephone conversations, etc.

(vii) Report Engineering Change Proposal (ECP) status. Identify all ECPs by status, i.e., proposed, approved and implemented.

(viii) Report plans for activities during the following reporting period.

(ix) Include appendices for any necessary tables, references, photographs, illustrations, charts, etc.

(3) Submission and Approval.

(i) Submission. Submit report monthly beginning 30 days after task order award.

(ii) Distribution. Provide one original copy to the Task Order Manager. Additional copies shall be provided to:

(iii) Distribution Statement. Distribution Statement B: Distribution to U.S. Government agencies only; Proprietary Information; (date data generated). Other requests for this document shall be referred to NUWCDIVNPT Code 251.

(iv) Approval. DD Form 250 is not required. Approval will be indicated via letter of transmittal.

(d) The contractor shall not provide other funds, man-hour, or status reporting without the prior written approval of the Task Order Ordering Officer.

C23S FACILITIES (SEP 2004)

(a) The Contractor shall provide liaison office(s) within commuting distance (by surface transportation) of the Naval Undersea Warfare Center Division, Newport. The liaison office(s) shall meet all security requirements and provide controlled access work areas as specified in the DD Form 254 (if attached).

(b) The requirement for maintaining these facilities shall not be construed to mean that the Government will be obliged to pay any direct costs in connection therewith and further, the contractor shall not be entitled to any direct payment (labor, transportation or otherwise) in connection with any personnel set in readiness at, or brought to such facility in preparation for, or in expectation of, work to be performed under the contract. Payment for labor hours and materials will be made only for such hours and materials actually expended in performance under the contract. This paragraph applies also to any additional facilities which may be necessary during contract performance.

C24S SECURITY REQUIREMENTS (OCT 2004)

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The Contractor shall comply with the attached DD Form 254, Contract Security Classification Specification, and any documents such as Classification Guides attached thereto or referenced thereon.

C25S ACCESS TO GOVERNMENT SITE (OCT 2009)

(a) Contractor personnel shall comply with all current badging and security procedures required to gain access to any Government site. Access to Naval Undersea Warfare Center Division, Newport sites may only be gained by obtaining a badge (either permanent or temporary) from the security office. Compliance with SECNAV M-5510.30, Section 9-20, FACILITY ACCESS DETERMINATION (FAD) PROGRAM is specifically required. Badges shall be issued only after completion of SF85P available at: <http://www.opm.gov/forms/index.asp>

Contractor personnel requiring a Common Access Card, access to controlled unclassified information (CUI) and/or user level access to DoN or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without control to identify and deny sensitive information, are required to have a favorably adjudicated NACLCL.

The Contractor shall ensure that Contractor personnel employed on any Government site become familiar with and obey Activity regulations. Contractor personnel shall not enter restricted areas unless required to do so and until cleared for such entry. The Contractor shall request permission to interrupt any activity roads or utility services in writing a minimum of 15 calendar days prior to the date of interruption. Contractor personnel shall wear personal protective equipment in designated areas. All contractor equipment shall be conspicuously marked for identification.

The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

(b) The contractor shall ensure that each contractor employee reads the pamphlet entitled, "Occupational Safety and Health Information for Contractors" prior to commencing performance at any NUWC DIVNPT site. This document is available under "Contractor Info" at: <http://www.navsea.navy.mil/nuwc/newport/docs/Forms/AllItems.aspx>

(c) The contractor shall ensure that each contractor employee reads the document entitled, "NUWC Environmental Policy" prior to commencing performance at any NUWC DIVNPT site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/EMS_EnvPolicy1.pdf

(d) The contractor shall ensure that each contractor employee who is resident at any NUWC DIVNPT site completes ISO 14001 Awareness training within 30 days of commencing performance at that site. This training is available on the ISO 14001 webpage on the NUWC DIVNPT Intranet and is also available on the NUWC Division Newport Internet site. This document is available at: http://www.navsea.navy.mil/nuwc/newport/docs/External%20ISO14001_2009%20Training.pdf

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(e) The contractor shall remove from the Government site any individual whose presence is deemed by the Commander, NUWC DIVNPT, to be contrary to the public interest or inconsistent with the best interests of national security.

C54S UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other task order, the contractor believes that any task order contains outdated or different versions of any specifications or standards, the contractor may request that all of its task orders be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the task order in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the task order.

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SECTION D PACKAGING AND MARKING

D11S PRESERVATION, PACKAGING, PACKING AND MARKING (JUN 2004)

Preservation, packaging, packing, and marking shall be in accordance with ASTM D 3951-98, "Standard Practice for Commercial Packaging". Additionally, the Contractor shall mark all packages with the following, as appropriate:

CONTRACT NUMBER: (from SF26 Block 2 or Task Order Block 1)

ORDER NUMBER: (from Task Order Block 2)

REQUISITION NUMBER: (from Task Order General Information Section)

D21S DELIVERY, CONTROL, AND MARKING OF TECHNICAL DATA (SEP 2004)

- (a) Data furnished hereunder shall be adequately packaged to assure safe delivery at destination.
- (b) Transmittal of classified information by mail shall be in accordance with the National Industrial Security Program Operating Manual (NISPOM) for Safeguarding Classified Information (DOD 5220.22-M).
- (c) The Contractor shall distribute data items according to the distribution shown on the Contract Data Requirements List(s) (CDRL), provided as an Exhibit to this task order. The Contractor shall not distribute, release, or show data items or other technical data to third parties except with the written permission of the Task Order Ordering Officer.
- (d) Release of all technical data is subject to NUWCDIVNPT INSTRUCTION 5570.1H, OPNAVINST 5510.161 and DoD Directive 5230.25 (or appropriate superseding document).
- (e) All copies of CDRL items under this task order, regardless of distribution, shall be marked on the report cover with the following information:

Naval Undersea Warfare Center Division, Newport

Contract, Order, and ELIN Numbers

Report Title

Date of Report

Contractor Name (division which generated the report)

- (f) Some of the data deliverables under this task order may require additional markings. If this clause is cited in Block 16 of the DD Form 1423, provide the following markings prominently on the cover of the report:

Contractor's Business Address

Task Order Dollar Amount

Sponsor (name, activity, office code, and location). Orders, if applicable, will identify the sponsor.

D24S PROHIBITED PACKING MATERIALS (JUN 2004)

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

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SECTION E INSPECTION AND ACCEPTANCE

E14S INSPECTION AND ACCEPTANCE OF SERVICES (AUG 2005)

Inspection and acceptance shall be performed in accordance with the basic contract.

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SECTION F DELIVERABLES OR PERFORMANCE

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

1100	7/19/2006 - 7/18/2007
1101	6/15/2007 - 6/14/2008
1102	5/29/2008 - 2/22/2009
3100	7/19/2006 - 7/18/2007
3101	6/15/2007 - 6/14/2008
3102	5/29/2008 - 2/22/2009
4100	2/23/2009 - 10/16/2009
4101	10/17/2009 - 9/30/2010
4102	7/12/2010 - 7/11/2011
6100	2/23/2009 - 10/16/2009
6101	10/17/2009 - 9/30/2010
6102	7/12/2010 - 7/11/2011

F1S PERIOD OF PERFORMANCE

Services to be furnished hereunder shall be performed and completed as follows:

BASE PERIOD - CLINS 1100 & 3100 - 7/19/2006 - 7/8/2007

OPTION 1 - CLINS 1101 & 3101 - FROM 7/9/2007 - 5/28/2008

OPTION 2 - CLINS 1102 & 3102 - FROM 5/29/2008 - 2/22/2009

OPTION 3 - CLINS 4100 & 6100 - FROM 2/23/2009 - 10/16/2009

OPTION 4 - CLINS 4101 & 6101 - FROM 10/17/2009 - 7/11/2010

OPTION 5 - CLINS 4102 & 6102 - FROM 7/12/2010 - 7/11/2011

F18S DELIVERY AT DESTINATION (JUN 2004)

The articles to be furnished hereunder shall be delivered in accordance with the clause entitled, F.O.B. Destination (FAR 52.247-34), to the following address:

Supply Officer

Naval Undersea Warfare Center, Division Newport

Naval Station Newport, Bldg. 47

47 Chandler Street

Newport, RI 02841-1708

F22S DELIVERY OF DATA (JUN 2004)

The contractor shall deliver data items in accordance with the directions set forth on the DD Form 1423, Contract Data Requirements List (CDRL), which is an exhibit to this task order. Any change in the delivery of data must be made by a formal task order modification.

F30S PLACE OF PERFORMANCE (APR 2005)

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Work will be performed at the NUWCDIVNPT with approximately 30% of the support to be performed at the Contractor's facility or other locations, as required by the statement of work.

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SECTION G CONTRACT ADMINISTRATION DATA

G1S SUBMISSION OF INVOICES -- COST REIMBURSEMENT (AUG 2005)

The Contractor shall submit invoices and any necessary supporting documentation, in accordance with the basic contract. Also, the Contractor shall provide duplicate information to the Electronic Cost Reporting and Financial Tracking (eCraft) system.

G2S INVOICE INSTRUCTIONS (NAVSEA – SEP 2009) (NOV 2009)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), the Naval Undersea Warfare Center Division, Newport, Rhode Island (NUWCDIVNPT) utilizes the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document :

Applies to CLINs/SLINS:	
Issue DODAAC	N66604

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Admin DODAAC	S5111A
Pay Office DODAAC	HA0338
DCAA Auditor	HAA47B
Service Approver DODAAC	N66604
LPO DODAAC	LEAVE BLANK

ATTN CONTRACTORS:

- (1) CLIN/SLIN/ACRN information **MUST** be included on all WAWF submissions.
- (2) Your AAA WAWF fill-in is in your line of accounting associated with the CLIN/SLIN/ACRN you are billing. It is six (6) positions in length. Examples of it's location follow. The numbers underlined are the AAA's.

A1: 97X4930.NH6A 000 77777 0 066604 2F 000000 111111111111
AA: 97X4930.NH6A 000 77777 0 066604 2F 000000 222222222222
A1: 1781811.H230 310 TTTTTT 0 068342 2D 000000 333333333333
AA: 1781811.H230 310 TTTTTT 0 068342 2D 000000 444444444444

- (3) **Unique Item Identification and Valuation (UID): If DFARS Clause 252.211-7003 (or I11-7003) is included in this contract or order, you MUST ensure you submit the required information into WAWF. For additional information and training on UID, go to: <http://www.acq.osd.mil/dpap/pdi/uid/index.html> .**

(4) Shipping Charges:

a) If there IS NO LPO DODAAC for your payment type, and your shipping charges exceed \$100.00 for any item(s) in your contract/order, you MUST input the shipping charges into the Miscellaneous Amounts Tab in WAWF. Also, you MUST upload, as an attachment, documentation supporting the shipping charges.

b) If there IS AN LPO DODAAC, your shipping charges should be listed as a separate CLIN on your contract/order. You MUST upload, as an attachment, documentation supporting the shipping charges.

- (5) Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

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(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the Government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NUWCDIVNPT WAWF point of contact, Jerry Palmer at 401-832-4964 or gerard.palmer@navy.mil (alternate: Catharine Costakos at 401-832-1488, catharine.costakos@navy.mil). **For payment status, log into WAWF, scroll to the bottom of the page, and click on the link for “Pay Status (myinvoice – External Link)”.** **Call or e-mail** Barbara Sangeado at 401-832-4952 or barbara.sangeado@navy.mil only if you cannot get the answer through the WAWF Website.

GIOS CONTRACTUAL AUTHORITY AND COMMUNICATIONS (AUG 2005)

(a) Functions: The Procuring Contracting Officer (PCO) for this contract is identified on the basic contract. Only the PCO can change the basic contract, and the PCO maintains primacy over the contract and all its task orders. The Task Order Ordering Officer of this Task Order is a warranted Ordering Officer of the Naval Undersea Warfare Center Division Newport. Unless otherwise noted, all references to "Ordering Officer" or "OO" in the text of this task order and the basic contract refer to the Task Order Ordering Officer. The Government reserves the right to administratively transfer authority over this task order from the individual named below to another Task Order Ordering Officer at any time.

(b) Authority: The Task Order Ordering Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Task Order Ordering Officer's. The Contractor shall not comply with any order, direction or request of Government personnel - that would constitute a change - unless it is issued in writing

and signed by the Task Order Ordering Officer. No order, statement, or conduct of any Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this task order and no adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

(c) The Task Order Ordering Officer and Negotiator are:

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G11S CONTRACT ADMINISTRATION FUNCTIONS (SERVICES)(OCT 2004)

(a) The cognizant Administrative Contracting Office for this task order is identified in Block 6 on page one of this task order.

(b) **TASK ORDER ORDERING OFFICER RETAINED FUNCTIONS.** The Task Order Ordering Officer retains the administrative functions described in FAR 42.302(a) and listed below: These functions will be accomplished as set forth in the attached JA4S Task Order Administration Plan.

(3) Conduct post-award orientation conferences.

(40) Perform engineering surveillance to assess compliance with contractual terms for schedule, cost, and technical performance in the areas of design, development, and production.

(44) Perform engineering analyses of contractor cost proposals.

(45) Review and analyze contractor-proposed engineering and design studies and submit comments and recommendations to the contracting office, as required.

(46) Review engineering change proposals for proper classification, and when required, for need, technical adequacy of design, producibility, and impact on quality, reliability, schedule, and cost; submit comments to the contracting office.

(47) Assist in evaluating and make recommendations for acceptance or rejection of waivers and deviations.

(c) **TASK ORDER ACO DELEGATED FUNCTIONS.** The task order Administrative Contracting Officer (ACO) is delegated the following functions:

(1) All other functions of FAR 42.302(a) except (3), (40), (44), (45), (46), and (47).

(2) The function of FAR 42.302(b)(4); negotiating and executing supplemental agreements providing for the deobligation of unexpended dollar balances considered excess to known contract requirements, and for the crediting of any overpayments made to the contractor. Attach a copy of the modification to the DD 1594 and forward to the Task Order Ordering Officer address (Attn: Code 593 -- CLOSEOUT)

(3) The function of FAR 42.302(b)(6).

(d) If the task order ACO identifies a contract administration problem, the remedy for which is not covered by the above, the task order ACO shall request the Task Order Ordering Officer to delegate additional functions as necessary. The Task Order Ordering Officer may delegate authority by letter.

G14S CONTRACTOR'S SENIOR TECHNICAL REPRESENTATIVE (AUG 2005)

CONTRACTORS: Fill-in the information required below and submit it as an attachment to your proposal. The contractor's senior technical representative, point of contact for performance under this task order is:

Name: Raymond Trubia

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(b) The TOM is responsible for those specific functions assigned in the Task Order Administration Plan, attached.

(c) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding on the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or basic contract PCO has issued a formal modification.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H20S INSURANCE - WORK ON A GOVERNMENT INSTALLATION

The following types of insurance are required in accordance with the clause entitled, Insurance - Work On A Government Installation (FAR 52.228-5), and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

H31S INCREMENTAL FUNDING - ADDITIONAL FUNDS (JAN 2008)

Additional funds are hereby obligated for continued performance. The total funding obligated for performance is therefore increased from \$5,336,118.00 by \$368,526.00 to \$5,704,644.00. The clause entitled "Limitation of Funds (FAR 52.232-22)" applies. The Government is not obligated to reimburse the Contractor for costs incurred in excess of this amount unless additional funds are made available and are incorporated as a modification to this order.

NUWC Accrual Date: July 11, 2011

H52S PRIOR WRITTEN PERMISSION REQUIRED TO SUBCONTRACT

None of the services required by this task order shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written approval of the Procuring Contracting Officer.

H61S GOVERNMENT FURNISHED PROPERTY (GFP) (FEB 2005)

(a) The Government shall furnish Government property to the Contractor for use in connection with this task order.

(1) Government Furnished Equipment (GFE), Government Furnished Material (GFM) and Government facilities shall be made available for contractor's use as identified in the attached, Government Property Made Available. The property shall be made available, free of expense to the Contractor, in the quantities and at the times specified at the following location: See Attachment #3.

(2) Government Furnished Information (GFI) shall be provided as identified in the Statement of Work and specifications. Unless specified otherwise, GFI will be furnished within 30 days after task order award.

(b) Only the identified items, in the quantity shown, will be furnished by the Government; however, additional Government property may be made available. All other material required for the performance of this task order shall be furnished by the Contractor. GFP furnished under this task order is for use exclusively under this task order unless specified otherwise in writing by the Task Order Ordering Officer.

(c) All Government Property furnished under this task order shall be returned to NUWCDIVNPT at the completion of the task order unless otherwise specified. The Contractor shall immediately advise the Task Order Ordering Officer, in writing, of any property lost, damaged, or transferred out of the Contractor's possession.

H81S TRAVEL COSTS AND RESPONSIBILITIES

(a) Performance under this task order may require travel by contractor personnel. If travel, domestic or overseas, is required, the Contractor shall be responsible for making all needed arrangements for his personnel. This includes, but is not limited to, medical examinations; immunizations; passports, visas, etc. and security clearances. If any work will take place on a U.S. Navy vessel, the Contractor shall obtain boarding authorization for all contractor personnel from the Commanding Officer of the vessel. Authorization shall be obtained prior to boarding.

(b) The Government will reimburse the Contractor for allowable travel costs incurred by the Contractor in performance of the task order in accordance with FAR subpart 31.2 or 31.3 as applicable.

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H83S SERVICE CONTRACT ACT WAGE DETERMINATION (SEP 2005)

The applicable Service Contract Act Wage Determinations by the Secretary of Labor are provided below:

WAGE DETERMINATION NO: 2005-2467; Revision 9; AREA: Rhode Island, Statewide

The above Wage Determinations (WD) can be accessed from the following website: <http://www.wdol.gov/>

Choose "Selecting WDs" from the menu. After choosing the appropriate area, answer the "prompts" as follows:

1. Were these services previously performed at this locality under an SCA-Covered contract? YES
2. Are any of the employees performing work subject to a CBA? NO
3. Are the contract services to be performed listed below as Non-Standard Services? NO
4. Were these services previously performed under an SCA wage determination that ends in an even number?
Example: 1994-2104; or 1994-2114. NO

The site will provide the appropriate WD.

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SECTION I CONTRACT CLAUSES

252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES (AUG 1999)

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT AND VEGETATION (APR 1984)

52.222-41 Service Contract Act (1965)

I22-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (FAR 52.222-42) (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, 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

SEE CLAUSE H83S for guidance.

52.222-41 Service Contract Act (1965)

52.222-41 Service Contract Act (1965)

52.222-41 Service Contract Act (1965)

52.222-54 Employment Eligibility Verification (Jan 2009)

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a

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contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at

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(b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for—*

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

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**252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES
RESTRICTING THE USE OF MANDATORY ARBITRATION
AGREEMENTS (DEVIATION) (FEB 2010)**

(a) *Definitions.*

“Covered subcontract,” as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

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SECTION J LIST OF ATTACHMENTS

Exhibit "A" - DD Form 1423 Contract Data Requirements List

Attachment #1 - DD Form 254 Contract Security Classification Specification

Attachment #2 - JA4S Task Order Administration Plan

Attachment #3 - Government Furnished Property