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Document Description

CONTRACT N68936-06-D-0024 w/Statement of Work

- This document has been released in its entirety.**
- Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are indicated below.**
- Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy.
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- Exemption (b)(6) Information excised is certain individual names and personal identifiers and is excised for heightened interest in the personal privacy of Department of Defense personnel that is concurrent with the increased security awareness demands.
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- Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions.
- Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

Please direct inquiries regarding this document to:

Commander (Code K00000D FOIA)
Naval Air Warfare Center Weapons Division
1 Administration Circle Stop 1009
China Lake, CA 93555-6100

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING DO-C9	PAGE OF PAGES 1 46	
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-06-D-0024		3. EFFECTIVE DATE 01 Sep 2006		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY CDR NAWCWD CODE 230000E ATTN: B. JO 575 "I" AVE SUITE 1, BLDG 66 POINT MUGU CA 93042-5049		CODE N68936	6. ADMINISTERED BY (If other than Item 5) See Item 5			CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) L-3 COMMUNICATIONS AEROSPACE LLC JOHN BRYAN 555 INDUSTRIAL DR S MADISON MS 39110-9073				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
CODE 1F066		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
11. SHIP TO/MARK FOR See Schedule		CODE	12. PAYMENT WILL BE MADE BY DFAS - CLEVELAND CENTER & OPLOCS SAN DIEGO 4181 RUFFIN ROAD SAN DIEGO CA 92123-1819			CODE N68936	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$48,083,668.00	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 2 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-05-R-0090-0005 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME AND TITLE OF CONTRACTING OFFICER NATHAN J SIMPSON / PROCUREMENT CONTRACTING OFFICE TEL: (805) 989-1303 EMAIL: nathan.simpson@navy.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA <i>Nathan Simpson</i>		20C. DATE SIGNED 21-Jul-2006	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION: The following addresses and points of contact are provided:

Name: Bryson Jo
Phone: (805) 989-8216
DSN: 351-8216
FAX: (805) 989-3656
Email address: bryson.jo@navy.mil
U.S Postal Service Mailing Address:
COMMANDER
CODE 230000E (B. JO - 805-989-8216)
NAVAIRWARCENWPNDIV
575 "I" AVE SUITE 1, BLDG 65
POINT MUGU, CA 93042-5049

Direct Delivery Address (UPS, FedEx, etc):
COMMANDER
CODE 230000E (B. JO)
NAVAIRWARCENWPNDIV
BLDG 65, RM 1-MAILROOM
POINT MUGU, CA 93042-5049

ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

Bilateral Modifications issued by the Department of Defense agencies are no longer assigned an official "P0000" number until the contracting officer has released/signed the modification. This change is a result of the Defense Finance and Accounting Service (DFAS) Business Management Modernization Program (BMMP) requirement that modifications are to be released in numerical order without skipping any "P0000" numbers.

To accommodate this change the Standard Procurement System (SPS) now assigns a unique Modification Control Number (MCN) to each modification when it is created. The MCN was established for contractors to track the approved version of the modification. This number, unique to the modification, is included on both the draft modification and the released/signed modification. The MCN can be found in Block 14 of all modifications. The use of the MCNs ensures DFAS only receives modifications in numerical order.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Depot Level Maintenance T&M	1	Lot	[b(4)]	[b(4)] NTE

Contractor shall provide support services required by the Naval Air Depot (NADEP) North Island San Diego, California to augment the Government workforce performing Depot Level Maintenance (DLM) work on aircraft and rework of associated components/materials. This is to includes incorporations of modifications, in-service repairs, and all other categories of service associated with aircraft DLM and it's planning, in accordance with Attachment 1, Statement of Work and individual task orders to be issued during the 3 Ordering Periods.

FOB: Destination

TOT MAX PRICE
CEILING PRICE

[b(4)] NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Travel Costs T&M	1	Lot	[b(4)]	[b(4)] NTE

Allowable Travel Costs have been determined by the Federal Joint Travel Regulations. Travel Expenses can only be invoiced against actual travel expenses incurred. Travel Orders to be determined by Technical Point of Contact. All travel costs must be approved prior to contract.

FOB: Destination

TOT MAX PRICE
CEILING PRICE

[b(4)] NTE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	Base Period - Data Requirements T&M	UNDEFINED	Lot		NSP
	The contractor shall provide data in accordance with Exhibit A, Contract Data Requirements List (CDRL) in accordance with Attachment 1, Statement of Work and individual task orders.				
	FOB: Destination				

TOT MAX PRICE
CEILING PRICE

COMPENSATION / LABOR RATES
COMPENSATION (LABOR)

- (a) The contractor shall be compensated at the labor category rates shown below for all services under this contract.
- (b) Set forth below are the estimated number of hours for the labor categories expected to be utilized during this contract.
- (c) The Level of Effort estimated to be ordered during the term of this contract is 1,592,418 man-hours of direct labor including authorized subcontract labor, if applicable. The contractor shall not, under any circumstances, exceed one hundred percent (100%) of the total level of effort specified in the basic contract.

A) Ordering Period 1 (3 months): Estimated to be 1 Jul 2006 thru 30 Sep 2006.

First Shift

NADEP North Island

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	37359	b(4)	[]	6610	b(4)	[]
Aircraft Pneudraulic Systems Mechanic	5532			1320		
Aircraft Sheet Metal Mechanic	66354			10465		
Aircraft Electrician	18958			3040		
Aircraft Worker	8364			1600		
Laborer	5576			600		
Aircraft Painter	7872			1100		
Painter Helper	2624			500		

Electroplating Worker	2624	[b(4)]	[b(4)]	300	[b(4)]
Aircraft Electronics Technician	3280			500	
Machinist	7806			1980	
Aircraft Configuration Management	656			0	
LEAN/TOC Analyst	656			0	
Planning&Estimating for Aircraft Voyage Repair Team	656			0	
Logistics Specialist	6650			1000	
Data Entry Clerk	2624			300	
Aviation Production Control Clerk	1312			200	
Management Analyst	1312			0	
Metals Inspector	3280			400	
183495				[b(4)]	

MCAS Miramar

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	1312	[b(4)]	[b(4)]	200	[b(4)]	[b(4)]
Aircraft Electrician	1312			200		
2624		[b(4)]	400	[b(4)]		

NAS Lemoore

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	2230	[b(4)]	[b(4)]	335	[b(4)]	[b(4)]
Aircraft Pneudraulic Systems Mechanic	1312			197		
Aircraft Sheet Metal Mechanic	3346			502		
Aircraft Electrician	1673			251		
Machinist	1115			167		
Logistics Specialist	656			0		
10332		[b(4)]	1452	[b(4)]		

Camp Pendleton

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	10037	[b(4)]	[b(4)]	1506	[b(4)]	[b(4)]
Machinist	1115			167		
Aircraft Sheet Metal Mechanic	10037			1506		
Aircraft Electrician	2788			418		
23977		[b(4)]	3597	[b(4)]		

MCAS Yuma

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	1312	[b(4)]	[b(4)]	80	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	1312			80		
Aircraft Electrician	1312			80		
Machinist	656			40		
		4592	[b(4)]	280	[b(4)]	[b(4)]

NAS Pt. Mugu

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	2624	[b(4)]	[b(4)]	160	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	2624			160		
Aircraft Electrician	1312			80		
Machinist	656			40		
		7216	[b(4)]	440	[b(4)]	[b(4)]

NAS Whidbey Island

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	1312	[b(4)]	[b(4)]	80	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	2624			160		
Aircraft Electrician	656			40		
		4592	[b(4)]	280	[b(4)]	[b(4)]

MCAS Kaneohe

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	2624	[b(4)]	[b(4)]	160	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	1312			80		
Aircraft Electrician	656			40		
		4592	[b(4)]	280	[b(4)]	[b(4)]

2nd Shift

NADEP North Island

Labor Category	2nd Hours	2nd Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	5604	[b(4)]	[b(4)]	560	[b(4)]	[b(4)]
Aircraft Pneudraulic Systems Mechanic	830			83		
Aircraft Sheet Metal Mechanic	9953			995		
Aircraft Electrician	2844			284		
Aircraft Worker	1255			125		

Laborer	836	b(4)	84	b(4)
Aircraft Painter	0		0	
Painter Helper	0		0	
Electroplating Worker	0		0	
Aircraft Electronics Technician	0		0	
Machinist	1171		117	
Aircraft Configuration Management	0		0	
LEAN/TOC Analyst	0		0	
Planning&Estimating for Aircraft Voyage Repair Team	0		0	
Logistics Specialist	0		0	
Data Entry Clerk	0		0	
Aviation Production Control Clerk	0		0	
Management Analyst	0		0	
Metals Inspector	0		0	
22493			[b(4)]	

NAS Lemoore

Labor Category	2nd Hours	2nd Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	394	b(4)	[b(4)]	59	[b(4)]	[b(4)]
Aircraft Pneudraulic Systems Mechanic	0			0		
Aircraft Sheet Metal Mechanic	590			89		
Aircraft Electrician	295			44		
Machinist	197			30		
1476		[b(4)]	222	[b(4)]		

Camp Pendleton

Labor Category	2nd Hours	2nd Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	1771.2	b(4)	[b(4)]	265.68	[b(4)]	[b(4)]
Machinist	196.8			29.52		
Aircraft Sheet Metal Mechanic	1771.2			265.68		
Aircraft Electrician	492			73.8		
4231.2		[b(4)]	634.68	[b(4)]		

HAZ

NADEP North Island

Labor Category	HAZ Hours	HAZ Rate	Amount	OT Hours	OT Rate	Amount
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Aircraft Mechanic	3401	[b(4)]	340	[b(4)]
	3401	[b(4)]	340	[b(4)]

MCAS Miramar

Labor Category	HAZ Hours	HAZ Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	452	[b(4)]		0	[b(4)]	
	452	[b(4)]		0		

B) Ordering Period 2 (12 months): Estimated to be 1 Oct 2006 thru 30 Sep 2007.

1st Shift

NADEP North Island

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	95819	[b(4)]	[b(4)]	6610	[b(4)]	[b(4)]
Aircraft Pneudraulic Systems Mechanic	11271	[b(4)]	[b(4)]	1320	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	147655	[b(4)]	[b(4)]	10465	[b(4)]	[b(4)]
Aircraft Electrician	51836	[b(4)]	[b(4)]	3040	[b(4)]	[b(4)]
Aircraft Worker	17279	[b(4)]	[b(4)]	1600	[b(4)]	[b(4)]
Laborer	6283	[b(4)]	[b(4)]	600	[b(4)]	[b(4)]
Aircraft Painter	14784	[b(4)]	[b(4)]	1100	[b(4)]	[b(4)]
Painter Helper	7392	[b(4)]	[b(4)]	500	[b(4)]	[b(4)]
Electroplating Worker	3696	[b(4)]	[b(4)]	300	[b(4)]	[b(4)]
Aircraft Electronics Technician	7392	[b(4)]	[b(4)]	500	[b(4)]	[b(4)]
Machinist	15708	[b(4)]	[b(4)]	1980	[b(4)]	[b(4)]
Aircraft Configuration Management	1848	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
LEAN/TOC Analyst	1848	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
Planning & Estimating for Aircraft Voyage Repair Team	1848	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
Logistics Specialist	14784	[b(4)]	[b(4)]	1000	[b(4)]	[b(4)]
Data Entry Clerk	7392	[b(4)]	[b(4)]	300	[b(4)]	[b(4)]
Aviation Production Control Clerk	3696	[b(4)]	[b(4)]	200	[b(4)]	[b(4)]
Management Analyst	3696	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
Metals Inspector	7392	[b(4)]	[b(4)]	400	[b(4)]	[b(4)]
	421619	[b(4)]	[b(4)]	29915	[b(4)]	[b(4)]

MCAS Miramar

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
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Aircraft Mechanic	1848	[b(4)]	200	[b(4)]
Aircraft Electrician	1848	[b(4)]	200	[b(4)]
	3696	[b(4)]	400	[b(4)]

NAS Lemoore

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	6283	[b(4)]	[b(4)]	942	[b(4)]	[b(4)]
Aircraft Pneudraulic Systems Mechanic	3696	[b(4)]	[b(4)]	554	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	9425	[b(4)]	[b(4)]	1414	[b(4)]	[b(4)]
Aircraft Electrician	4712	[b(4)]	[b(4)]	707	[b(4)]	[b(4)]
Machinist	3142	[b(4)]	[b(4)]	471	[b(4)]	[b(4)]
Logistics Specialist	1848	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
	29106	[b(4)]	[b(4)]	4088	[b(4)]	[b(4)]

Camp Pendleton

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	21991	[b(4)]	[b(4)]	3299	[b(4)]	[b(4)]
Machinist	3142	[b(4)]	[b(4)]	471	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	15708	[b(4)]	[b(4)]	2356	[b(4)]	[b(4)]
Aircraft Electrician	4712	[b(4)]	[b(4)]	707	[b(4)]	[b(4)]
	45553	[b(4)]	[b(4)]	6833	[b(4)]	[b(4)]

MCAS Yuma

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	3696	[b(4)]	[b(4)]	250	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	3696	[b(4)]	[b(4)]	250	[b(4)]	[b(4)]
Aircraft Electrician	3696	[b(4)]	[b(4)]	250	[b(4)]	[b(4)]
Machinist	1848	[b(4)]	[b(4)]	100	[b(4)]	[b(4)]
	12936	[b(4)]	[b(4)]	850	[b(4)]	[b(4)]

NAS Pt. Mugu

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	3696	[b(4)]	[b(4)]	220	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	3696	[b(4)]	[b(4)]	220	[b(4)]	[b(4)]
Aircraft Electrician	1848	[b(4)]	[b(4)]	100	[b(4)]	[b(4)]
Machinist	1848	[b(4)]	[b(4)]	100	[b(4)]	[b(4)]
	11088	[b(4)]	[b(4)]	640	[b(4)]	[b(4)]

NAS Whidbey Island

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	3696	[b(4)]	[b(4)]	220	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	7392	[b(4)]	[b(4)]	450	[b(4)]	[b(4)]
Aircraft Electrician	1848	[b(4)]	[b(4)]	100	[b(4)]	[b(4)]
	12936	[b(4)]	[b(4)]	770	[b(4)]	[b(4)]

MCAS Kaneohe

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	7392	[b(4)]	[b(4)]	400	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	3696	[b(4)]	[b(4)]	220	[b(4)]	[b(4)]
Aircraft Electrician	1848	[b(4)]	[b(4)]	100	[b(4)]	[b(4)]
	12936	[b(4)]	[b(4)]	720	[b(4)]	[b(4)]

2nd Shift

NADEP North Island

Labor Category	2nd Hours	2nd Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	16909	[b(4)]	[b(4)]	1691	[b(4)]	[b(4)]
Aircraft Pneudraulic Systems Mechanic	1989	[b(4)]	[b(4)]	199	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	26057	[b(4)]	[b(4)]	2606	[b(4)]	[b(4)]
Aircraft Electrician	9148	[b(4)]	[b(4)]	915	[b(4)]	[b(4)]
Aircraft Worker	3049	[b(4)]	[b(4)]	305	[b(4)]	[b(4)]
Laborer	1109	[b(4)]	[b(4)]	111	[b(4)]	[b(4)]
Aircraft Painter	0	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
Painter Helper	0	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
Electroplating Worker	0	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
Aircraft Electronics Technician	0	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
Machinist	2772	[b(4)]	[b(4)]	277	[b(4)]	[b(4)]
Aircraft Configuration Management	0	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
LEAN/TOC Analyst	0	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
Planning & Estimating for Aircraft Voyage Repair Team	0	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
Logistics Specialist	0	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
Data Entry Clerk	0	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
Aviation Production Control Clerk	0	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
Management Analyst	0	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]

Metals Inspector	0	[b(4)]	0	[b(4)]
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61033

[b(4)]

6104

[b(4)]

NAS Lemoore

Labor Category	2nd Hours	2nd Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	1109	[b(4)]	[b(4)]	166	[b(4)]	[b(4)]
Aircraft Pneudraulic Systems Mechanic	0	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	1663	[b(4)]	[b(4)]	249	[b(4)]	[b(4)]
Aircraft Electrician	832	[b(4)]	[b(4)]	125	[b(4)]	[b(4)]
Machinist	554	[b(4)]	[b(4)]	83	[b(4)]	[b(4)]

4158

[b(4)]

623

[b(4)]

Camp Pendleton

Labor Category	2nd Hours	2nd Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	3881	[b(4)]	[b(4)]	582	[b(4)]	[b(4)]
Machinist	554	[b(4)]	[b(4)]	83	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	2772	[b(4)]	[b(4)]	416	[b(4)]	[b(4)]
Aircraft Electrician	832	[b(4)]	[b(4)]	125	[b(4)]	[b(4)]

8039

[b(4)]

1206

[b(4)]

Hazard Pay

NADEP North Island

Labor Category	HAZ Hours	HAZ Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	10204	[b(4)]	[b(4)]	1020	[b(4)]	[b(4)]

10204

[b(4)]

1020

[b(4)]

MCAS Miramar

Labor Category	HAZ Hours	HAZ Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	452	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]

452

[b(4)]

0

[b(4)]

C) Ordering Period 3 (9 months): Estimated to be 1 Oct 2007 thru 30 Jun 2008.

1st shift

NADEP North Island

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	75585	[b(4)]	[b(4)]	6610	[b(4)]	[b(4)]
Aircraft Pneudraulic Systems Mechanic	11628	[b(4)]	[b(4)]	1320	[b(4)]	[b(4)]

Aircraft Sheet Metal Mechanic	129071	b(4)	10465	b(4)
Aircraft Electrician	37210		3040	
Aircraft Worker	17442		1600	
Laborer	5814		600	
Aircraft Painter	13680		1100	
Painter Helper	5472		500	
Electroplating Worker	5472		300	
Aircraft Electronics Technician	5472		500	
Machinist	17442		1980	
Aircraft Configuration Management	2736		0	
LEAN/TOC Analyst	2736		0	
Planning & Estimating for Aircraft Voyage Repair Team	1368		0	
Logistics Specialist	20520		1000	
Data Entry Clerk	6840		300	
Aviation Production Control Clerk	2736		200	
Management Analyst	2736		0	
Metals Inspector	6840		400	
370800			[b(4)]	

MCAS Miramar

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	2736	[b(4)]	[b(4)]	200	[b(4)]	[b(4)]
Aircraft Electrician	2736	[b(4)]	[b(4)]	200	[b(4)]	[b(4)]
5472		[b(4)]		400		[b(4)]

NAS Lemoore

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	4651	[b(4)]	[b(4)]	380	[b(4)]	[b(4)]
Aircraft Pneudraulic Systems Mechanic	2736	[b(4)]	[b(4)]	280	[b(4)]	[b(4)]
Aircraft Sheet Metal Mechanic	6977	[b(4)]	[b(4)]	575	[b(4)]	[b(4)]
Aircraft Electrician	3489	[b(4)]	[b(4)]	300	[b(4)]	[b(4)]
Machinist	2326	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
Logistics Specialist	1368	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
21547		[b(4)]		1535		[b(4)]

Camp Pendleton

Labor Category	1st	1st	Amount	OT	OT Rate	Amount
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	Hours	Rate	Hours	
Aircraft Mechanic	18605	[b(4)]	1500	[b(4)]
Machinist	2326		0	
Aircraft Sheet Metal Mechanic	16279		1350	
Aircraft Electrician	4651		380	
	41861	[b(4)]	3230	[b(4)]

MCAS Yuma

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	2736	[b(4)]		200	[b(4)]	
Aircraft Sheet Metal Mechanic	2736		200			
Aircraft Electrician	2736		180			
Machinist	1368		100			
	9576	[b(4)]		680		[b(4)]

NAS Pt. Mugu

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	2736	[b(4)]		180	[b(4)]	
Aircraft Sheet Metal Mechanic	2736		180			
Aircraft Electrician	1368		100			
Machinist	1368		100			
	8208	[b(4)]		560		[b(4)]

NAS Whidbey Island

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	2736	[b(4)]		300	[b(4)]	
Aircraft Sheet Metal Mechanic	5472		550			
Aircraft Electrician	1368		150			
	9576	[b(4)]		1000		[b(4)]

MCAS Kaneohe

Labor Category	1st Hours	1st Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	5472	[b(4)]		380	[b(4)]	
Aircraft Sheet Metal Mechanic	2736		180			
Aircraft Electrician	1368		150			
	9576	[b(4)]		710		[b(4)]

2nd Shift

NADEP North Island

Labor Category	2nd Hours	2nd Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	13339	[b(4)]	[b(4)]	1334	[b(4)]	[b(4)]
Aircraft Pneudraulic Systems Mechanic	2052			205		
Aircraft Sheet Metal Mechanic	22777			2278		
Aircraft Electrician	6566			657		
Aircraft Worker	3078			308		
Laborer	1026			103		
Aircraft Painter	0			0		
Painter Helper	0			0		
Electroplating Worker	0			0		
Aircraft Electronics Technician	0			0		
Machinist	3078			308		
Aircraft Configuration Management	0			0		
LEAN/TOC Analyst	0			0		
Planning and Estimating for Aircraft Voyage Repair Team	0			0		
Logistics Specialist	0			0		
Data Entry Clerk	0			0		
Aviation Production Control Clerk	0			0		
Management Analyst	0			0		
Metals Inspector	0	0				
51916		[b(4)]		5193		[b(4)]

NAS Lemoore

Labor Category	2nd Hours	2nd Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	821	[b(4)]	[b(4)]	82	[b(4)]	[b(4)]
Aircraft Pneudraulic Systems Mechanic	0			0		
Aircraft Sheet Metal Mechanic	1231			123		
Aircraft Electrician	616			62		
Machinist	410			41		
3078		[b(4)]		308		[b(4)]

Camp Pendleton

Labor Category	2nd Hours	2nd Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	3283	[b(4)]	[b(4)]	328	[b(4)]	[b(4)]
Machinist	410	[b(4)]	[b(4)]	41	[b(4)]	[b(4)]

Aircraft Sheet Metal Mechanic	2873	[b(4)]	287	[b(4)]
Aircraft Electrician	821	[b(4)]	82	[b(4)]
	7387	[b(4)]	738	[b(4)]

HAZ

NADEP North Island

Labor Category	HAZ Hours	HAZ Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	7672	[b(4)]	[b(4)]	767	[b(4)]	[b(4)]
	7672	[b(4)]	[b(4)]	767	[b(4)]	[b(4)]

MCAS Miramar

Labor Category	HAZ Hours	HAZ Rate	Amount	OT Hours	OT Rate	Amount
Aircraft Mechanic	226	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]
	226	[b(4)]	[b(4)]	0	[b(4)]	[b(4)]

Total Hours:

Ordering Period 1: 313,562
 Ordering Period 2: 686,925
 Ordering Period 3: 591,931
Total Hours: 1,592,418

(d) The following amounts will be used for travel costs for the corresponding ordering periods:

Ordering Period 1 Travel Amount: \$18,000.00
 Ordering Period 2 Travel Amount: \$55,000.00
 Ordering Period 3 Travel Amount: \$33,000.00
Total Travel Costs: \$106,000.00

(e) The rates set forth above include allowances for wages, salaries, overhead, G&A expenses, paid vacation, sick leave, holidays, and all charges against the contract (unless stated herein) and profit. No additional compensation will be made for these items. The payment amounts shall be computed by applying the applicable loaded labor rates set forth above to the number of direct hours performed. Fractional parts of the hour shall be computed on a prorated basis. The contractor shall invoice for actual time worked only; there will be no billing or invoicing for periods of vacation, sick leave, and holidays.

(f) It is understood and agreed that while the contractor's performance is based on the above anticipated level of effort, such effort may fluctuate in pursuit of the assigned technical objective. The Government makes no guarantee as to the total amount of hours to be utilized.

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9504 LEVEL OF EFFORT (TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS) (NAVAIR) (NOV 1999)

(a) Task orders shall establish an anticipated level of effort (projected man-hours) for each CLIN or SLIN and a Ceiling Price for that task order. The ceiling price shall be the sum of: (1) the projected prime Contractor hours multiplied by the appropriate hourly rates prescribed in the schedule; and (2) the estimated amount of materials priced in accordance with the clause entitled, Payments Under Time-and-Materials and Labor-Hour Contracts, including estimated subcontract costs calculated in the same manner as the prime Contractor using the subcontract price schedules.

(b) The Contractor may use any combination of hours of labor categories listed in any single task order, if necessary to perform that task order. Labor categories not shown may not be used without a task order modification. The Contractor may use any combination of prime Contractor labor, subcontractor labor, and other material expense in accomplishing the statement of work within the limits expressed below.

(c) The NAVAIR clause 5252.232-9507, "Limitation of Funds - Time and Material and Labor-Hour Contracts", applies independently to each task order under this contract and nothing in this provision amends the rights or responsibilities of the parties hereto under that clause. In addition, the notifications required by this clause are separate and distinct from any specified in the NAVAIR 5252.232-9507.

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

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

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

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the ceiling price 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.

(e) Within thirty days after completion of the work under each task order, the Contractor shall submit the following information directly, in writing, to the ordering officer, the COR and the Defense Contract Audit Agency office to which vouchers are submitted.

(1) The total number of man-hours of direct labor, including subcontract labor, expended and a breakdown of this total showing the number of man-hours expended in each CLIN or SLIN listed in the task order schedule, including the identification of the key employees utilized.

(2) The total labor price plus estimated total allowable material cost incurred under the task order,

(3) In the case of a cost under run, the amount by which the task order amount may be reduced to recover excess funds.

(f) In the event that less than one hundred (100%) percent of the established level of effort for a task order is expended, the Government may require continued performance subject to the remaining obligation.

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

C.02 PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS

(a) The contractor shall prepare and submit a report as a supplement to each Standard Form 1034 presented for payment. The report shall cover the term for which the invoice is submitted and shall include the following information ,when applicable:

- (1) Identification of Elements
 - (i) Title (“Level of Effort, Progress and Status Report”)
 - (ii) Contract, Invoice and Control Numbers
 - (iii) Contractor’s Name and Address
 - (iv) Date of Report
 - (v) Reporting (invoicing) Period
 - (vi) Name of Individual Preparing Report
- (2) Description of Elements
 - (i) Description of progress made during the reporting period, including problem areas encountered, and recommendations.
 - (ii) Results obtained relating to previously identified problem areas.
 - (iii) Deliverables completed and delivered.
 - (iv) Extent of subcontracting and results achieved.
 - (v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.
 - (vi) Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals * utilized and the amount of labor hours expended by each.
 - (vii) Labor hours, by labor category and cumulatively, anticipated to be required for completion of the contract.
 - (viii) Materials and other direct cost items expended in performance of the contract during the reporting period.
 - (ix) Problem areas and recommendations involving impact on technical, cost and scheduling requirements.
- (b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.
- (c) Distribution of the report shall, as a minimum, be one (1) copy to the Contract Administration Office and one (1) copy to the Contracting Officer’s Technical Representative. Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

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C.33 CONTRACT DATA REQUIREMENTS LIST

Item CLIN 0004, 0008, and 0012 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, Exhibit “A” of this contract.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

252.223-7001	Hazard Warning Labels	DEC 1991
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9507 PACKAGING AND MARKING OF REPORTS (NAVAIR) (OCT 2005)

(a) All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data and documentation, if any, shall be prepared for shipment in accordance with the National Industry Security Program Operating Manual, DoD 5220.22-M.

(b) The contractor shall promptly display on the cover of each report the following information:

- (1) Name and business address of contractor.
- (2) Contract Number/Delivery/Task order number.
- (3) Contract/Delivery/Task order dollar amount.
- (4) Whether the contract was competitively or non-competitively awarded.
- (5) Name of sponsoring individual.
- (6) Name and address of requiring activity.

5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR) (JUL 1998)

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned as follows:

[To be identified at the Task Order Level]

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

**5252.247-9517 PACKAGING REQUIREMENTS FOR SHIPMENTS CONTAINING
NON-MANUFACTURED WOOD PACKING MATERIALS (NAVAIR) (FEB 2002)**

All non-manufactured, wooden pallets, reels, or containers shipped or used for shipment under this contract shall be heat treated and marked in accordance with the American Lumber Standards Committee, Incorporated Non-Manufactured Wood Packing Policy and Non-Manufactured Wood Packing Enforcement Regulations, both dated 30 May 2001.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report

MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

52.246-6 INSPECTION--TIME-AND-MATERIAL AND LABOR-HOUR (MAY 2001)

- (a) Definitions. As used in this clause-
- "Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--
- (1) All or substantially all of the Contractor's business;
 - (2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or
 - (3) A separate and complete major industrial operation connected with the performance of this contract.
- "Materials," includes data when the contract does not include the Warranty of Data clause.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- (c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.
- (e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.
- (f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.
- (g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--
- (i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or
 - (ii) Terminate this contract for default.
- (2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

(h) Notwithstanding paragraphs (f) and (g) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to (1) fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel or (2) the conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(i) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(j) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(k) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

5252.246-9512 INSPECTION AND ACCEPTANCE (DESTINATION) (NAVAIR) (MAR 1999)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at destination by the government's representative identified in each Task Order issued under this contract.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (NAVAIR) (MAR 1999)

(a) The Period of Performance shall commence on 1 September 2006 and shall continue until 31 August 2008.

(b) If FAR Clause 52.216-18, [Ordering], is incorporated into this contract, then the period in which the Government can issue orders under the contract will be extended at the exercise of an option, and extended to the end of that option period.

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (MAR 1999) (NAVAIR)

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is \$100,000.00; the maximum quantity is total value of contract award.

5252.247-9505 TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Attachment 2, attached hereto, and the following:

(a) Partial delivery of data is not acceptable unless specifically authorized on the DD Form 1423, or unless approved in writing by the PCO.

(b) The Government review period provided on the DD Form 1423 for each item commences upon receipt of all required data by the technical activity designated in Block 6.

(c) A copy of all other correspondence addressed to the Contracting Officer relating to data item requirements (i.e., status of delivery) shall also be provided to the codes reflected above and the technical activity responsible for the data item per Block 6, if not one of the activities listed above.

(d) The PCO reserves the right to issue unilateral modifications to change the destination codes and addresses for all technical data and information at no additional cost to the Government.

(e) Unless otherwise specified in writing, rejected data items shall be resubmitted within thirty (30) days after receipt of notice of rejection.

(f) DD Form 1423, Block 14 Mailing Addresses:

Naval Air Depot, North Island
P.O. Box 357058
Attn: Robert Hutchison (619)545-2591
Code 510 – Bldg 5
San Diego, CA 92135-7058

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation Subpart 42.5.

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME- AND-MATERIAL, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) (NAPS)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in accordance with Clause G-TXT-10.
- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than ___ calendar days between performance and submission of an interim payment invoice.
- (d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:
- (1) Contract line item number (CLIN)
 - (2) Subline item number (SLIN)
 - (3) Accounting Classification Reference Number (ACRN)
 - (4) Payment terms
 - (5) Procurement activity
 - (6) Date supplies provided or services performed
 - (7) Costs incurred and allowable under the contract
 - (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided
- (e) A DD Form 250, "Material Inspection and Receiving Report",
 ** is required with each invoice submittal.
 X is required only with the final invoice.
 ** is not required.
- (f) A Certificate of Performance
 X shall be provided with each invoice submittal.
 ** is not required
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS) (MAR 2006)

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

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

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

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

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

WAWF Invoice Type:	2-in-1
Issuing Office DODAAC	N68936
Admin Office DODAAC:	N68936
Inspector DODAAC (if applicable):	N65888
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (for Final Cost Voucher) (if applicable)	N65888
Acceptor DODAAC (if applicable):	N65888
Local Processing Office (LPO –if applicable):	N68936
DCAA Office DODAAC (Cost Voucher Approver – if applicable):	HAA373
Paying Office DODAAC:	N65888

(c) The contractor shall submit invoices / cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) The Government shall process invoices / cost vouchers for payment per contract terms.

(e) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Role
Robert Hutchison	Robert.hutchison@navy.mil	619-545-2591	COR

5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (APR 2005)

Inquiries regarding payment should be referred to: the DFAS Vendor Pay Inquiry System (VPIS) at <http://www.dod.mil/dfas/money/vendor/>. Payment information can be traced using the contract number, check number, CAGE code, DUNS number, or invoice number. The information is available for 90 days after payment is made.

G-TXT-01 ATTENTION! E-MAIL ADDRESS REQUIRED FOR DISTRIBUTION (APR 2002)

All Naval Air Warfare Center Weapons Division Contracts/ Purchase Orders and other related documents are now distributed by electronic mail.

Please provide the e-mail address to which distribution of contracts/purchase orders should be made.

E-Mail Address: _____dennis.mirabile@l-3com.com_____

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9501 DESIGNATION OF CONTRACTING OFFICER] S REPRESENTATIVE (COR) (NAVAIR) (OCT 1994)

The Contracting Officer has designated

Name: Robert Hutchison
Address: Naval Air Depot, North Island
P.O. Box 357058
Code 510 – Bldg 5
San Diego, CA 92135-7058
Code: 51000
Phone: 619-545-2591
Email: Robert.Hutchison@navy.mil

as the authorized Contracting Officer] s Representative (COR) for this contract.

5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (NAVAIR) (OCT 2005)

Access Procedures for Acquisition Management System and Data Requirements Control List (AMSDL), DoD 5010.12-L, and DIDs listed therein. The AMSDL and all DIDs and UDIDs listed therein are available online via the Acquisition Streamlining and Standardization Information System located at <http://assist.daps.dla.mil>. To access these documents, select the Quick Search link on the site home page.

5252.216-9534 TASK ORDERS PROCEDURES (SEP 1999)

(a) The following activity(ies) or individual(s) is/are designated as Ordering Officer(s):

NAVAIRWARCENWPNDIV
575 "I" Ave, Suite 1
BLDG 65
Point Mugu, CA 93042-5049

The above activity(ies) or individual(s) is/are responsible for issuing and administering any orders placed hereunder. Ordering Officers may negotiate revisions/modifications to orders, but only within the scope of this contract. Ordering Officers have no authority to modify any provision of this basic contract. Any deviation from the terms of the basic contract must be submitted to the Procuring Contracting Officer (PCO) for contractual action. Ordering Officers may enter into mutual no cost cancellations of orders under this contract and may reduce the scope of orders/tasks, but a Termination for Convenience of Termination for Default may be issued by the PCO.

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this

contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

(c) A task order shall be issued for each order. In addition to any other data that may be called for in the contract, the following information shall be specified in each order, as applicable:

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.
- (6) DD Form 254 (Contract Security Classification).
- (7) DD Form 1423 (Contract Data Requirements List).
- (8) Exact place of performance.
- (9) The inspecting and accepting codes.
- (10) Estimated cost and fee and level of effort by labor category (and billing rate if known).
- (11) List of Government furnished property and the estimated value of the property.
- (12) Invoice and payment provisions to the extent not covered by the contract.
- (13) Accounting and appropriation data.
- (14) Period of performance.
- (15) Organizational Conflict of Interest provisions.
- (16) Type of order (e.g., completion, term, FFP)

(d) Negotiated Agreement. The information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

(1) The Ordering Officer shall furnish the contractor with a written preliminary task order and request for proposal. The request shall include:

- (i) a description of the specified work required,
- (ii) the desired delivery schedule,
- (iii) the place and manner of inspection and acceptance, and

(2) The contractor shall, within the time specified by the preliminary task order, provide the Ordering Officer with a proposal to perform, which shall include:

- (i) the required number of labor hours by labor classification and scheduled billing rates, for each end product or task,
- (ii) overtime hours by labor category,
- (iii) proposed completion or delivery dates,
- (iv) other direct costs (i.e., direct material, travel subsistence, and similar costs)
- (v) dollar amount and type of any proposed subcontracts, and
- (vi) total estimated cost/price.

The cost factors utilized in determining the estimated cost/price under any order shall be the rates applicable at time the order is issued.

(3) Upon receipt of the proposal, the Ordering Officer shall review the estimates therein to ensure acceptability to the Government, enter into such discussions with the contractor as may be necessary to correct and revise any discrepancies in the proposal, and effect whatever internal review procedures are required. Should the Ordering Officer and contractor be unable to reach agreement as to the terms of the order prior to its issuance, the conflict shall be referred to the Contracting Officer.

(4) For task orders under the dollar amount indicated in paragraph (d), the procedures for reaching agreement are as follows:

(i) The Ordering Officer shall issue a fully funded, unilaterally executed task order representing a firm order for the total requirement.

(ii) In the event the contractor cannot perform in accordance with the terms and conditions and within the estimated cost of the task order, he shall:

- (A) notify the Ordering Officer immediately,
- (B) submit a proposal for the work requested in the task order,
- (C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation paragraph (c) of FAR Clause 52.232-22, "Limitation of Funds" are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within 30 working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within 30 working days from the time of the oral communication amending the order.)

5252.217-9509 LIABILITY FOR GOVERNMENT PROPERTY UNDERGOING SERVICES, REPAIRS OR MODIFICATIONS (NAVAIR) (MAY 1998)

(a) As to Government property delivered to or picked up by the contractor for servicing, repairs, modification or for services preliminary thereto, the contractor shall be fully liable as an insurer for any loss or of damage to such equipment or property while in his care, custody or control arising from any cause whatsoever and he agrees to reimburse the Government in full for his account. Unless otherwise specified in the contract schedule, the Government retains title to any and all scraps, salvage or other residual materials originating from said equipment or property.

(b) Subject to the "Disputes" clause of this contract, the Contracting Officer may make an equitable adjustment downward in the contract price, or in any monies due to the contractor, to compensate the Government in whole or in part for loss or damage for which the contractor is liable hereunder.

5252.222-9500 SERVICE CONTRACT ACT (SCA) MINIMUM WAGES AND FRINGE BENEFITS (OCT 1994)

A Service Contract Act (SCA) wage determination number:

94-2058 REV (34) for the San Diego, CA area is provided in Attachment 2

94-2073 REV (23) for the Visalia, CA area is provided in Attachment 3

94-2154 REV (28) for the HI area is provided in Attachment 4

94-2071 REV (26) for the Ventura, CA area is provided in Attachment 5

94-2562 REV (22) for the Island County, WA area is provided in Attachment 6

94-2028 REV (18) for the Yuma, AZ area is provided in Attachment 7

and is applicable to this solicitation/contract. If a new wage determination is received prior to contract award, it will be incorporated by amendment to this solicitation.

5252.223-9500 ENVIRONMENTAL CONTROLS (JAN 1991) (NAVAIR)

Notwithstanding that the contract may require the use of paints or coatings which do not meet state or district requirements for reduced volatile organic compounds (VOC's), the contractor must comply with all federal, state, and local regulatory requirements respecting air quality and emission limitations. It remains the contractor's responsibility to meet the requirements for reduced VOC's even where to do so will require the use of engineering controls or other special painting equipment.

5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (NAVAIR) (OCT 2005)

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International Traffic in Arms Regulations (ITARs), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

(b) For violation of export laws, the contractor, its employees, officials or agents are subject to:

- (1) Imprisonment and/or imposition of criminal fines; and
- (2) Suspension or debarment from future Government contracting actions.

(c) The Government shall not be liable for any unauthorized use or release of export-controlled information, technical data or specifications in this contract.

(d) The contractor shall include the provisions or paragraphs (a) through (c) above in any subcontracts awarded under this contract.

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (OCT 1994)

(a) During the performance of this contract, the Government may use an independent services contractor (ISC), who is neither an agent nor employee of the Government. The ISC may be used to conduct reviews, evaluations, or independent verification and validations of technical documents submitted to the Government during performance.

(b) The use of an ISC is solely for the convenience of the Government. The ISC has no obligation to the prime contractor. The prime contractor is required to provide full cooperation, working facilities and access to the ISC for the purposes stated in paragraph (a) above.

(c) Since the ISC is neither an employee or agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

(d) The prime contractor acknowledges that the Government has the right to use ISCs as stated in paragraph (a) above. It is possible that under such an arrangement the ISC may require access to or the use of information (other than restricted cost or pricing data), which is proprietary to the prime contractor.

(e) To protect any such proprietary information from disclosure or use, and to establish the respective rights and duties of both the ISC and prime contractor, the prime contractor agrees to enter into a direct agreement with any ISC as the Government requires. A properly executed copy (per FAR 9.505-4) of the agreement will be provided to the Procuring Contracting Officer.

5252.228-9501 LIABILITY INSURANCE (MAR 1999)

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

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman'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.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

**5252.232-9507 LIMITATION OF FUNDS - TIME AND MATERIAL AND LABOR-HOUR CONTRACTS
(NAVAIR) (OCT 2005)**

(a) The parties estimate that performance of this contract will not cost the Government more than the ceiling price specified in the Schedule or on the individual Task Order. The contractor agrees to use its best effort to perform the work specified in the Schedule or Task Orders, and all obligations under this contract, within the ceiling price.

(b) The Schedule or individual Task Orders specify the amounts presently available for payment by the Government and allotted to the contract or individual Task Orders, the items covered, and the period of performance it is estimated the allotted amounts will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract or individual Task Orders up to the full ceiling price. The contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract and individual Task Orders approximates, but does not exceed, the total amount actually allotted by the Government to the contract.

(c) The contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under the contract or an individual Task Order in the next sixty (60) days, when added to all costs previously incurred, will exceed seventy-five (75%) percent of the total amount so far allotted to the contract or Task Order by the Government. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule or Task Order.

(d) Sixty (60) days before the end of the period specified in the Schedule or individual Task Order, the contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or Task Order, or otherwise agreed upon, and when the funds will be required.

(e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or individual Task Order, or another agreed upon date, upon the contractor's written request the Contracting Officer will terminate the contract or individual Task Order on that date, in accordance with the provisions of the Termination clause of this contract. If the contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate the contract or individual Task Order on that later date.

(f) Except as required by other provisions of this contract, specifically citing and stated to be an exception of this clause -

(1) The Government is not obligated to reimburse the contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and

(2) The contractor is not obligated to continue performance under this contract or individual Task Orders (including actions under the Termination clause of this contract), or otherwise incur costs in excess of the amount then allotted to the contract or Task Order by the Government, until a modification is executed increasing the amount allotted by the Government to the contract or Task Order.

(g) The ceiling price shall be increased in accordance with the provisions of FAR clause 52.232-7, "Payments Under Time-and-Materials and Labor-Hour Contracts".

(h) No notice, communication, or representation in any form other than specified in subparagraph (f)(2) above, or from any person other than the Contracting Officer, shall affect the amount allotted by the government to this contract or an individual Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.

(i) When and to the extent the amount allotted by the Government to the contract or an individual Task Order is increased, any costs the contractor incurs before the increase that are in excess of the amount previously allotted by the Government shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.

(j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule or individual Task Order, unless they contain a statement increasing the amount allotted.

(k) Nothing in this clause shall affect the right of the Government to terminate this contract or an individual Task Order.

**5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS
(NAVAIR) (MAR 2000)**

(a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

(c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.

(1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.

(2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.

(3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with food traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.

(4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.

(d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement.

(e) Car Rental. The contractor shall be reimbursed for car rental, exclusive of mileage charges, as authorized in the basic contract or upon approval by the COR, when the services are required to be performed beyond the normal commuting distance from the contractor's facilities. Car rental for a team on TDY at one site will be allowed for a minimum of four (4) persons per car, provided that such number or greater comprise the TDY team.

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem

in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

(g) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraph C8101.2C or C81181.3B(6) of the Department of Defense Joint Travel Regulations, Volume II.

(h) Special Material. "Special material" includes only the costs of material, supplies, or services which is peculiar to the ordered data and which is not suitable for use in the course of the contractor's normal business. It shall be furnished pursuant to specific authorization approved by the COR. The contractor will be required to support all material costs claimed by its costs less any applicable discounts. "Special materials" include, but are not limited to, graphic reproduction expenses, or technical illustrative or design requirements needing special processing.

5252.237-9503 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES (NAVAIR) (SEP 2000)

(a) This Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor pursuant to the authority of NMCI Contract # N00024-00-D-6000, clause 5.2 "Ordering."

(b) The Support Services contractor shall obtain written authorization from the Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Contracting Officer. Any NMCI Order exceeding the written authorization of the Contracting Officer shall be treated as an unallowable cost pursuant to FAR Part 31.

(c) The Government shall reimburse the contractor for the placement of NMCI Orders including applicable indirect burdens (general & administrative, etc.), excluding profit or fee.

5252.243-9504 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (NAVAIR) (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the contractor's facilities or in any other manner 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 Contracting Officer is:

Nathan Simpson
805-989-1303
575 "I" Ave, Suite 1
Bldg 65
Point Mugu, CA 93042-5049

**5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT
(NAVAIR) (APR 1998)**

(a) Definition. Government production and research property, as the term is used herein, shall consist of special tooling to which the Government has title or the right to acquire title, Government-owned special test equipment and Government-owned facilities as each term is defined respectively in FAR 45.101 and 45.301.

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:

Contract No(s): NONE

(c) Authorization to Use Government Production and Research Property and Agency Peculiar Property to be Provided Under this Contract Without Rental Charge in Performing this Contract. (This paragraph does not cover such property in possession of the contractor or his subcontractors on the date of award of this contract.)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government production and research property and agency peculiar property identified in (c)(2) through (c)(5) to the contractor. The contractor is hereby authorized to use, on a rent-free basis, said property in the performance of this contract.

(2) Special Tooling (as defined in FAR 45.101):

Will be defined within individual Task Orders when applicable.

(3) Special Test Equipment (as defined in FAR 45.101):

Will be defined within individual Task Orders when applicable.

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301):

Will be defined within individual Task Orders when applicable

(These facilities shall, when provided, become accountable under and be subject to that facilities contract, if any, in effect between the Government and the contractor or any of his subcontractors at the plant where they are to be located during performance of this contract.)

(5) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

Will be defined within individual Task Orders when applicable

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;

(B) the agency peculiar property shall be accounted for under this contract; and

(C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the

Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

(2) Material (as defined in FAR 45.301):

Will be defined within individual Task Orders when applicable

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(3) Agency Peculiar Property (as defined in FAR 45.301 and DFARS 245.301):

Will be defined within individual Task Orders when applicable

The terms and conditions made applicable to agency peculiar property in (c)(5) shall be applicable to the agency peculiar property, if any, identified above.

(e) Government Installations to be Made Available Under this Contract. (This paragraph covers Government installations, or portions thereof, to be made available to a contractor but not transferred to his possession - for example, test centers, wind tunnels, aircraft fields, as well as buildings, furniture or equipment. Instructions may be needed to establish ground rules or plans governing availability of installations.)

(1) The Government hereby agrees to make available hereunder on a rent-free, non-interference basis for performing this contract the Government installations, or portions thereof, identified in (e)(2) in accordance with standard operating procedures and priorities unless otherwise specified in the Schedule. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to these installations.

(2) Installations.

Will be defined within individual Task Orders when applicable

(f) Bailed Property to be Used Under this Contract. (This paragraph will not obviate the need to set forth in this contract the terms of the project agreement as required by the pertinent bailment agreement.)

(1) The bailed property identified in (f)(2) is hereby authorized for use on a rent-free basis in the performance of this contract. Although not "Government-furnished property" under this contract, the provisions of paragraph (a) of the Government Property clause of this contract shall apply to this bailed property.

Bailment Agreement
Under which

(2) Description	Serial Number	Accountable
NONE		

(3) The bailed property identified in (f)(2) is furnished "as is" and the Government makes no representations or warranties with respect to such property, including the suitability of such property for the intended use.

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost. The price of this contract constitutes full compensation to the contractor for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless

authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.

(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.

(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease; provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JUL 2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9	Small Business Subcontracting Plan	JUL 2005
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting	OCT 1999
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	MAY 1989
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997

52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	MAR 2005
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.245-5	Government Property (Cost-Reimbursement Time-And-Materials, Or Labor Hour Contracts)	MAY 2004
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JUN 2005

252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2005
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING (OCT 1995)

- (6) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued during contract period of performance.
- (7) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$3,000,000.00;
- (2) Any order for a combination of items in excess of \$10,000,000.00; or
- (3) A series of orders from the same ordering office within seven days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 90 days after end of period of performance.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days before completion of contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract completion; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 24 months.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (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

<u>Employee Class</u>	<u>(*DOL Occupation Code)</u>	<u>Monetary Wage-Fringe Benefits</u>
Electronic Technician	23181	GS-09 \$19.81 plus \$4.97

Engineering Technician	29084	GS-07	\$16.19 plus \$4.06
Industrial Engineering Technician	29084	GS-07	\$16.19 plus \$4.06
Logistics Technician	29084	GS-07	\$16.19 plus \$4.06
Clerical Typist	01118	GS-07	\$16.19 plus \$4.06
Data Entry Clerk	01132	GS-07	\$16.19 plus \$4.06
Technical Illustrator	13043	GS-09	\$19.81 plus \$4.97
Technical Writer	29480	GS-11	\$23.97 plus \$6.01
Word Processing/Publications Spec.	01613	GS-07	\$16.19 plus \$4.06
Carpenter	23130	WG-10	\$20.69 plus \$5.19
Electrician	23160	WG-10	\$20.69 plus \$5.19
Electronic Industrial Controls Mechanic	23183	WG-10	\$20.69 plus \$5.19
Laborer	23470	WG-08	\$18.45 plus \$4.63
Material Expediter	21030	WG-05	\$15.11 plus \$3.79
Painter	23760	WG-10	\$20.69 plus \$5.19
Pipefitter	23790	WG-10	\$20.69 plus \$5.19
Production Controller	21020	WG-08	\$18.45 plus \$4.63
Production Machinery Mechanic	23530	WG-10	\$20.69 plus \$5.19
Rigger	23850	WG-10	\$20.69 plus \$5.19
Sheet Metal Mechanic	23890	WG-10	\$20.69 plus \$5.19
Warehouseman	21400	WG-08	\$18.45 plus \$4.63
Welder	23960	WG-10	\$20.69 plus \$5.19
Forklift Operator	21071	WG-06	\$16.21 plus \$4.06

*Department of Labor (DOL) Occupation Code identified for information purposes only

52.228-5 INSURANCE--WORK ON A GOVERNMENT INSTALLATION (JAN 1997)

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective (1) for such period as the laws of the State in which this contract is to be performed prescribe, or (2) until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (AUG 2005)

The Government will pay the Contractor as follows upon the submission of invoices or vouchers approved by the Contracting Officer:

(a) *Hourly rate.*

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated

voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer may unilaterally issue a contract modification requiring the Contractor to withhold amounts from its billings until a reserve is set aside in an amount that the Contracting Officer considers necessary to protect the Government's interests. The Contracting Officer may require a withhold of 5 percent of the amounts due under paragraph (a), but the total amount withheld for the contract shall not exceed \$50,000. The amounts withheld shall be retained until the Contractor executes and delivers the release required by paragraph (f) of this clause.

(3) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis. If no overtime rates are provided in the Schedule and overtime work is approved in advance by the Contracting Officer, overtime rates shall be negotiated. Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract. If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(b) *Materials and subcontracts.*

(1) The Contracting Officer will determine allowable costs of direct materials in accordance with Subpart 31.2 of the Federal Acquisition Regulation (FAR) in effect on the date of this contract. Direct materials, as used in this clause, are those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product.

(2) The Contractor may include reasonable and allocable material handling costs in the charge for material to the extent they are clearly excluded from the hourly rate. Material handling costs are comprised of indirect costs, including, when appropriate, general and administrative expense allocated to direct materials in accordance with the Contractor's usual accounting practices consistent with Subpart 31.2 of the FAR.

(3) The Government will reimburse the Contractor for supplies and services purchased directly for the contract when the Contractor-

(i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or

(ii) Will make these payments determined due-

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(4)(i) The Government will reimburse the Contractor for costs of subcontracts that are authorized under the subcontracts clause of this contract, provided that the costs are consistent with paragraph (b)(5) of this clause.

(ii) The Government will limit reimbursable costs in connection with subcontracts to the amounts paid for supplies and services purchased directly for the contract when the Contractor has made or will make payments determined due of cash, checks, or other forms of payment to the subcontractor-

(A) In accordance with the terms and conditions of a subcontract or invoice; and

(B) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government.

(iii) The Government will not reimburse the Contractor for any costs arising from the letting, administration, or supervision of performance of the subcontract, if the costs are included in the hourly rates payable under paragraph (a)(1) of this clause.

(5) To the extent able, the Contractor shall--

(i) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(ii) Take all cash and trade discounts, rebates, allowances, credits, salvage, commissions, and other benefits.

When unable to take advantage of the benefits, the Contractor shall promptly notify the Contracting Officer and give the reasons. The Contractor shall give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that have accrued to the benefit of the Contractor, or would have accrued except for the fault or neglect of the Contractor. The Contractor shall not deduct from gross costs the benefits lost without fault or neglect on the part of the Contractor, or lost through fault of the Government.

(c) *Total cost.* It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total

price to the Government for performing this contract with supporting reasons and documentation. If at any time during performing this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performing this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(d) *Ceiling price.* The Government shall not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer shall have notified the Contractor in writing that the ceiling price has been increased and shall have specified in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(e) *Audit.* At any time before final payment under this contract the Contracting Officer may request audit of the invoices or vouchers and substantiating material. Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices or vouchers, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. Upon receipt and approval of the voucher or invoice designated by the Contractor as the "completion voucher" or "completion invoice" and substantiating material, and upon compliance by the Contractor with all terms of this contract (including, without limitation, terms relating to patents and the terms of (f) and (g) of this section), the Government shall promptly pay any balance due the Contractor. The completion invoice or voucher, and substantiating material, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(f) *Assignment.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions:

(1) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible of exact statement by the Contractor.

(2) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(3) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(g) *Refunds.* The Contractor agrees that any refunds, rebates, or credits (including any related interest) accruing to or received by the Contractor or any assignee, that arise under the materials portion of this contract and for which the Contractor has received reimbursement, shall be paid by the Contractor to the Government. The Contractor and each assignee, under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, an assignment to the Government of such refunds, rebates, or credits (including any interest) in form and substance satisfactory to the Contracting Officer.

(h) *Interim payments.*

(1) Interim payments made prior to the final payment under the contract are contract financing payments. Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act.

(2) The designated payment office will make interim payments for contract financing on the _____
 [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert "30th"] day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of

a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

52.244-2 SUBCONTRACTS (AUG 1998)

(a) Definitions. As used in this clause--

“Approved purchasing system” means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

“Consent to subcontract” means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

- (1) Is of the cost-reimbursement, time-and-materials, or labor- hour type; or
- (2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

All subcontracts over \$2,500 will require consent and approval by the Contracting Officer's Representative (COR) and the Contracting Officer before placing a subcontract order/contract.

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)

(a) Definitions. As used in this clause--

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201). (Flow down a required in accordance with paragraph (g) of FAR clause 52.222-39.)

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR clause 52.247-64).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): www.arnet.gov/far/ or www.farsite.hill.af.mil/

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	CDRLs		
Attachment 1	SOW		
Attachment 2	Wage Determination SD		
Attachment 3	Wage Determination Visalia, CA		
Attachment 4	Wage Determination HI		
Attachment 5	Wage Determination Ventura, CA		
Attachment 6	Wage Determination Washington		
Attachment 7	Wage Determination Yuma, AZ		
Attachment 8	Subcontracting Plan		

**STATEMENT OF WORK
FOR
NADEP NORTH ISLAND AIRCRAFT DEPOT LEVEL MAINTENANCE (DLM) SERVICES
FOR NADEP NORTH ISLAND AND DETACHMENTS
SOLICITATION N68936-05-R-0090**

1.0 INTRODUCTION AND SCOPE

1.1 Introduction: The Naval Air Depot (NADEP) at North Island, California is responsible for the maintenance, repair, modification and overhaul of various fleet aircraft, including both flight and avionics systems. Aircraft arrive at NADEP North Island from foreign and domestic fleet installations for scheduled depot maintenance, major modifications or crash damage repair. In addition, field sites at MCAS Miramar, Marine Corp Base (MCB) Camp Pendleton, MCAS Yuma, NAS Whidbey Island, NAS Pt. Mugu, MCAS Kanehoe, and NAS Lemoore that support large concentrations of fleet aircraft depot level maintenance activities are conducted to minimize “out-of-service” time in order to satisfy flexible deployment schedules.

1.2 Scope: In order to mitigate impacts to operational units, NADEP North Island requires contractor support to assist during periods of workload “surges” to provide aircraft depot level repair services, logistics planning and management for a variety of fleet aircraft to that include the following:

- F/A-18 series
- C-130 series
- E-2C
- C-2A
- UH-1 series
- AH-1W
- H-60 series
- H-53 series
- EA-6B
- S-3B
- AV-8 series

2.0 APPLICABLE DOCUMENTS

2.1 The Government will provide access to available technical documentation applicable to the required DLM Services.

3.0 REQUIREMENTS

3.1 The contractor shall provide support in the performance of and logistics planning for depot level repair (DLR) actions of those aircraft Type/Model/Series (T/M/S) listed above to include depot level maintenance programs such as Integrated Maintenance Concept (IMC) Phased Maintenance Intervals; In-Service Repair (ISR) or mishap repair actions relative to the disassembly, repair, modification, fabrication and assembly of aircraft systems/subsystems (including dynamic assemblies) and related aircraft components scheduled during the period of performance of this Contract.

3.2 Technical Tasks

3.2.1 Maintenance, Modification and Repair Tasks

The contractor shall complete disassembly, repair, nondestructive testing, modification, assembly, and functional tests of hardware, systems, and components to include but not limited to the following systems:

- Landing and Arresting Gear Systems
- Hydraulic and Pneumatic Systems
- Fuel and Air Refueling Systems (Pneudraulics)

- Flight Controls Systems
- Power Distribution/Electrical Power and Lighting Systems
- Avionics Systems
- Dynamic Component Systems

The contractor shall ensure all tasks are performed per NADEP technical and engineering data, and will comply with industry standards and NADEP safety, tool control, and hazardous material management instructions.

3.2.2 Logistics and Logistics Planning

The contractor will assist NADEP in T/M/S Program Logistics Planning at NADEP North Island, San Diego, CA in support of all DLR activities. Duties include supporting NADEP North Island aircraft Program Management Team Offices (PMTO's) executing scheduled DLR aircraft maintenance and repair management through DON logistics management planning guidelines. Performance includes but is not limited to:

- Review T/M/S aircraft DLR maintenance cycles to establish logistics requirement scheduling.
- Coordinate logistics requirements and provide scheduling/management oversight of remote site (NAS Lemoore, MCAS Miramar, MCB Camp Pendleton, NAS Whidbey Island, MCAS Kaneohe, MCAS Yuma, and NAS Pt. Mugu) operations.
- Provide production status liaison with Fleet customers regarding progress of specific aircraft including the coordination of Fleet dependant tasks/actions.
- Assist in reconciling IMC material discrepancies relative to final aircraft billing and Technical Directive Compliance (TDC) kit contents.
- Update and maintain E&E component listings for each processed T/M/S aircraft to reflect component disposition and action taken.
- Archive F/A-18 Estimating and Evaluation (E&E) repair/action taken and induction Log Book data for PMI-1 aircraft on DVD.
- Provide aircraft production execution support for aircraft by generating MRP-2 data files necessary to optimize aircraft production operations.
- Coordinate manufacturing and repair of components and ancillary equipment necessary to facilitate T/M/S aircraft IMC/PMI processing.
- Provide technical, administrative, and leadership assistance to the requiring Program Manager on the "LEAN/Theory of Constraints (TOC)" initiatives designed to increase productivity, decrease costs, and improve cycle time for the overhaul and maintenance of effected aircraft and component programs. Conduct training, facilitate work teams, act as the liaison to outside consultants, and communicate the goals and progress of the Lean/TOC transformation.

3.2.3 Training

The contractor shall provide training for their personnel in state-of-the-art repair procedures that meet industry standards and NADEP engineering specifications for all T/M/S listed in the Scope paragraph. Minimum certification credentials required of trade labor support personnel shall satisfy the following requirements:

Corrosion Control, Basic, NA-01-1-509
 Chemical Conversion, LPS 253H
 Sealants, Cements, & Coatings, NA01-1A-507
 Structural Hardware, NA-01-1A-8
 Basic Blueprint Reading
 Machining, Drilling, Reaming & Countersinking Carbon Epoxy Structures, LPS 1105
 Hole Quality, LPS 466
 Cold Working Certification
 Aviation Hydraulic Systems, NA-01-1A-17, /Ch. 1-8, 12-14
 Aviation Tubes and Hose, NA-01-1A-20
 Aviation Fuel Cells & Tanks, NA-01-1A-35
 Maintenance of Aircraft Bearings, "O" Level, NA-01-1A-503
 Tire/Wheel Safety, NA-04-10-1, NA-01-10-506
 Aviation Hydraulic Contamination Control, NA-01-1A-17

Structural Repair, General NA-01-1A-1
Installation Practices, Aircraft Electrical & Avionics Wiring

Contractor will provide a blanket statement with at least two examples of certifications for each trade.

3.3 Labor Category Descriptions *(Labor categories are based on government standards)*

- **Aircraft Mechanic**
Installs, adjusts, aligns, troubleshoots and performs final functional and operational tests on a variety of major aircraft systems, their assemblies and components such as airframe, landing gear, power plants, gear boxes, pumps, and hydraulic, pressurization, utility, fuel, oil, pneumatic, and flight control systems. This includes installing, aligning, and functionally testing the various major and minor mechanical and pneumatic systems on an aircraft during overhaul or modification. Assignments may range from complete aircraft overhaul to routine aircraft maintenance and servicing. Verifies technical data to ensure the most up to date changes exist.
- **Aircraft Pneumatic Systems Mechanic**
Overhaul, repair, modifies assemblies and tests fuel systems and components related to the motive flow fuel system. Understands Fuel-Flow under pressure used to control and operate fuel related components and systems. Troubleshoots and performs operational system checkout of complex fuel components and systems. Artisans must possess a working knowledge of the inter-related electrical, mechanical, and hydraulic systems.
- **Aircraft Sheet Metal Mechanic**
Interpret blueprint and engineering specifications (ES) to facilitate aircraft service change installation. Fabricates metal repairs and modifies aircraft sheet metal and composite structure and various aircraft component parts.
- **Aircraft Electrician**
Maintain, operate, and perform trouble analysis of multi-electronic systems consisting of complete integrated systems including electronic flight controls, multi-display systems, and signal data recording systems. Tasks are accomplished during final assembly on the production floor and at the flight test line during pre/post flight operations. Electricians supporting aircraft flight operations must be familiar with flight line techniques, procedures, and safety practices.
- **Aircraft Worker**
Perform one or more specialized operations or a variety of general mechanical operations on aircraft covering disassembly, modification, and assembly of airframe components where the operation does not require the application of broad trade knowledge.
- **Laborer**
Under supervision loads and unloads supplies, tools, materials and/or equipment, from trucks, dollies, roll-aways, etc. Moves such things as boxes and cartons by hand, hand truck or dolly; opens crates and boxes using crowbars, and cuts bands using shears, stacks boxes, and will be required to clean up working spaces within a hangar. Must be able to follow oral instructions and be able to identify common tools, supplies, materials and equipment handled on a repetitive basis, and have the ability to achieve consistent results. Requires moderately heavy physical effort with specific instructions provided for new tasks. May be required to lift and/or carry such things as tools and aircraft parts weighing up to 40 pounds to load onto carts.
- **Aircraft Painter**
Perform examination of aircraft and components to determine type of metal prior to applying appropriate protective finishes in accordance with technical directives. Inspect surfaces to be painted visually, to assure that all surface residues have been removed.

Mixes, thins and blends all types of aircraft lacquers, enamels and resins to proper spraying consistency and measures chemicals for formulas within 1/10 of a gram tolerance. Measures chemicals for formulas within 1/10 of a gram tolerance and mixes toxic material in precise proportions, to achieve proper coating specifications. Executes spray application techniques so as to control film thickness to tolerances of .002 inches and IAW hazardous materials regulations, material safety data sheets (MSDS), and proper disposal of hazardous materials.

- **Painter Helper**
Under supervision applies protective and decorative paint finishes to aircraft, components, accessories, engine components, electronic, and ground support equipment. Then be able to apply stencils, color code markings, national insignia, lettering, and designs on all types of aircraft and components under the guidance and direction of a supervisor or a crew leader. Typical work requires examination of aircraft and component surfaces to determine the condition of the surface and appropriate method of repair or preparation, prior to application of both chemical strippers and protective finish in accordance with technical data furnished. Mask aircraft and components for all paint and strip operations. Must be aware of local, state, and federal hazardous material and air quality regulations relating to their tasks.
- **Electroplating Worker**
Cleans, prepares and coats aircraft engine components and parts by chemical, mechanical and sonic methods using various chemical solutions. Prepares, controls, and maintains temperature consistency and effectiveness of various solutions. Determines and monitors immersion required times. Processes include cleaning, degreasing, de-rusting, paint stripping, metal stripping, sonic and ultrasonic cleaning, pickling, alodine and dichromate seal; removal and treatment of corrosion; preservation and anodizing process.
- **Aircraft Electronics Technician**
Troubleshoots and repairs complex electronic systems, employing the latest test equipment and procedure digital computers maintaining fiber optics, infrared detection, radar systems, electricity generation systems, laser electronics, navigation systems, communications equipment, electrical power distribution, pressure indication systems, electric transformers and circuits. Technicians may also perform the following functions: Testing aircraft instruments and systems such as automatic flight controls, inertial navigation, and compass systems; installing changes, alterations, and modifications to aircraft electronics systems; performing micro-miniature module repair on computer circuit cards. Will use a variety of electrical measuring and diagnostic equipment. Must be able to read and interpret electrical and electronic system diagrams and schematics.
- **Machinist**
Interpret blueprint, technical data and/or engineering specifications (ES), incorporates Technical Directive Compliance. Overhaul, repair, modify, fabricate and fit aircraft metal structures, composites and various aircraft components. Perform precision handwork to fit, finish and assemble machined items into major assemblies and aircraft. Utilize universal machines to perform the work required to accomplish technical directives.
- **Aircraft Configuration Management**
Properly initiate and maintain aircraft logbooks, associated records and submit required reports using the OPNAVINST4790.2series guidelines and the Naval Aviation Logistics Command Management Information System (NALCOMIS) Database Management Optimized (OMA) System. Maintains accurate inventory of all configuration managed assets. Maintain configuration management databases. Review all system and equipment changes for configuration impacts. Ensure all configuration changes proposed meet established criteria. Ensure all aircraft received and transferred to/from NADEP custody is reported using electronic methods. Ensure Naval Aviation Flight Record Subsystem (NAVFLIRS) records are properly processed.
- **LEAN/Theory of Constrains (TOC) Analyst**
Provide LEAN/TOC expertise in the analysis of NADEP North Island production processes and Navy's Integrated Maintenance Concept (IMC) processes including critical path evolutions

from depot aircraft induction through the “Log-Sell” evolution. Analyze current processes, resource requirements, and constraints to determine if changes are necessary to improve maintenance operations efficiency. This includes all activities relative to aircraft induction inspection, complete disassembly, repair modifications, assembly of aircraft systems/subsystems, test flight of the aircraft and final sell processes.

- **Planning and Estimating for Aircraft Carrier Voyage Repair Team**
Perform planning and estimating (P&E) services for NAVSEA-sponsored shipboard aircraft launch and recovery equipment and special projects. Interpret blueprints, service change documents, and technical manuals to define material, labor, and special tooling requirements. Coordinate with field team operations to ensure timely shipment of tooling/material, arrange for support functions, and coordinate production actions.
- **Logistics Specialist**
Provide on-site support to aircraft T/M/S Production Controllers assisting in the performance of their tasks. This involves inventory, packaging and handling of aviation depot level repairables (AVDLR); the movement of materials from one location to another, and general housekeeping. The use of forklifts, hoists and *come-alongs* could be required. Monitors progress of aircraft/ components through the Integrated Maintenance Concept (IMC) process and ensures availability of support and repair materials. Track back-shop progress at specified intervals. Work is performed in a heavily industrial environment and requires strict adherence to Safety precautions and HAZMAT use and handling.
- **Data Entry Clerk**
Enter data into computer systems or CD for subsequent entry by tracking received data and source documents, preparing and sorting source documents, and identifying and interpreting data entered into MRPII and other databases. Contact originators of source documents to resolve questions, inconsistencies, or missing data. Make necessary corrections to information. Compiles, sorts, and verifies accuracy of data. Keeps record of work completed. Reviews error reports and enters corrections into computer. Transmits entered information into database. File or routes source documents after entry. Provides routine office support such as making copies, faxing, answers phones, prepare correspondence for mailing, and delivering and picking up correspondence.
- **Aviation Production Control Clerk**
Production Control Assistants use computer systems to ensure all repair parts are accurately ordered, received and issued. In addition to accounting for supplies they provide warehousing, inventory management and transportation skills. Duties include ordering, receiving and issuing spare parts, general supplies; operating computer systems to account for all government supplies; and inventory records for all parts in warehouses and storerooms. Performs duties associated with hazardous material control and management. May be required to receive and transfer hazardous waste.
- **Management Analyst**
Support program management efforts at NADEP North Island for aircraft and components programs in the areas of technical research, coordination of reports and development of program monitoring systems. Develop charts and reports to monitor implementation of required actions, milestone accomplishments and evaluate progress on a continuing basis to determine problem areas and recommend solutions.
- **Metals Inspector**
Performs routine testing/inspection on aircraft structures, engines, components and related systems and equipment by use of nondestructive test techniques such as liquid penetrant (PT), magnetic particle (MT), and eddy current (ET). Interprets defect indications and evaluates them against applicable specifications and/or directives for possible corrective action.

4.0 REPORTS, DATA, AND OTHER DELIVERABLES

4.1 The contractor shall deliver the items listed on the attached DD-1423 Contract Data Requirements List. Soft media deliverables shall be delivered in Microsoft Office Formats, unless otherwise specified. The data items are as follows:

<u>CDRL Item</u>	<u>Description</u>	<u>SOW Paragraph</u>
A001	Financial Reporting	N/A
A002	Activities Status Report	N/A
A003	Aircraft Evaluation and Repair Data	Paragraph 3.2.1 and 3.2.2

5.0 OTHER CONSIDERATIONS

5.1 Government Furnished Information (GFI)

5.1.1 This offering is for work within a Government installation operated by the Government. The Government will provide the following GFF/GFE/GFI:

- Access to government furnished property
- Relevant Installation Instructions
- Special Tooling
- Consumables (material and tooling)
- Access to GFI germane to this task, including aircraft production schedules, Navy forms, messages, and documents
- Work content and production schedules
- Quality Assurance Representative (QAR)/Technical Assistance
- Adequate work space including a desk, NMCI desktop computer, phone, and adequate administrative storage facilities
- Access to MRP-2 database and file screens

5.1.2 Contractor personnel performing these tasks will be required to pass an FBI background investigation and be a United States citizen.

6.0 TRAVEL

6.1 The contractor may be required to travel in support of task order requirements. Requirements for travel will be defined in individual task orders. Reimbursement for travel expenses shall be in accordance with NAVAIR Clause 5252.232-9509 in Section H of the contract and shall be billed against the appropriate Travel CLINs listed in Section of the contract.

6.2 Travel shall be approved by the COR prior to the commencement of the travel.

7.0 PERIOD OF PERFORMANCE

7.1 The period of performance for the base period of the contract is 8 months from 1 February 2006 through 30 September 2006. The government may elect to extend the term of this by modification via two option periods. The first option period shall be for 1-fiscal year, from 1 October 2006 through 30 September 2007. The second option period shall be for 4-months, from 1 October 2007 through 31 January 2008. The total duration of this contract, including the exercise of any options, shall not exceed twenty-four months. The estimated hourly rates for options under this task shall not exceed the established schedule hourly rates in effect when the option is exercised.

7.2 Performance of the above activities will be accomplished primarily at NADEP North Island, CA; but will include depot level maintenance activities at field sites such as MCAS Miramar, CA, NAS Lemoore, CA, MCB Camp Pendleton, CA; MCAS Kaneohe, HI; NAS Whidbey Island, WA; MCAS Yuma, AZ; and NAWC-WD Pt. Mugu, CA.