

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   45	
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-10-C-0062		3. EFFECTIVE DATE 16 Jul 2010		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. SEE SCHEDULE		
5. ISSUED BY CDR NAWCWD CODE 2542000 ATTN: F. ROBERTO (760) 939-3916 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6100		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMA SAN DIEGO 7675 DAGGET STREET SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) AFFORDABLE ENGINEERING SERVICES LLC. DAN KAMDAR 41 VREELAND AVE STE 238 TOTOWAN NJ 07512-1100				8. DELIVERY [ ] FOB ORIGIN [ X ] OTHER (See below)		
				9. DISCOUNT FOR PROMPT PAYMENT		
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM
CODE 1S7H3		FACILITY CODE				
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE	12. PAYMENT WILL BE MADE BY NAVY ERP NAVAIR WD, CODE J260000 1 ADMIN CIRCLE MAIL STOP 1318 CHINA LAKE CA 93555-5000		CODE N64141	
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 <b>See Schedule</b>		
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<b>SEE SCHEDULE</b>						
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$39,387,620.19</b>
<b>16. TABLE OF CONTENTS</b>						
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<b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>						
17. [ ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items on 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. [ X ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-09-R-0025-0006 REF: AES Proposal Dated 31 Aug 2009 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 OF CONTRACTING OFFICER THEODORE W FISKE / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-8182 EMAIL: theodore.fiske@navy.mil		
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA  BY 		20C. DATE SIGNED 16-Jul-2010	
BY _____ (Signature of person authorized to sign)			BY _____ (Signature of Contracting Officer)			

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

**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

COMPENSATION/LABOR RATES

## COMPENSATION (LABOR)

- (a) The contractor shall be compensated at the labor category rates to be determined in accordance with the information in Attachment 9 for all services under this contract. *(Note: Delete this paragraph (a) in it's entirety per Amendment 01 Question/Answer (Q/A) #6.)*
- (b) Set forth in Attachment 9 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 5,180,400 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. *(Hours in paragraph (c) updated per Q/A #23, Amendment 02).*

**Total Hours:**

Ordering Period 1: 1,036,080  
 Ordering Period 2: 1,036,080  
 Ordering Period 3: 1,036,080  
 Ordering Period 4: 1,036,080  
Ordering Period 5: 1,036,080

**Total Hours: 5,180,400**

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

Ordering Period 1 Travel Amount: \$20,000.00  
 Ordering Period 2 Travel Amount: \$20,000.00  
 Ordering Period 3 Travel Amount: \$20,000.00  
 Ordering Period 4 Travel Amount: \$20,000.00  
Ordering Period 5 Travel Amount: \$20,000.00

**Total Travel Costs: \$100,000.00**

- (e) The payment amounts shall be computed by applying the applicable loaded labor rates set forth in Attachment 9 to the number of direct hours performed, and adding the fixed fee amount as set forth in the Fixed Fee Clause. 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/or 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.

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	DEPOT LEVEL MAINTENANCE Base Year CPFF		Lot		\$39,367,620.19
	Contractor shall provide support services required by the Fleet Readiness Center Southwest, North Island, California to augment the Government workforce performing Depot Level Maintenance (DLM) work on aircraft and rework of associated components/materials. Including: incorporations of modifications, in-service repairs, and all other categories of service associated with aircraft DLM and its planning, in accordance with the Performance Work Statement and the Quality Assurance Surveillance Plan.				
	PURCHASE REQUEST NUMBER: 1300098705				
				ESTIMATED COST	
				FIXED FEE	[ Exemption (b)4
				TOTAL EST COST + FEE	<u>\$39,367,620.19</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	FOR Navy Accounting Purposes Only CPFF				\$0.00
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300168522				
				ESTIMATED COST	\$0.00
				FIXED FEE	<u>\$0.00</u>
				TOTAL EST COST + FEE	\$0.00
	ACRN AA				\$1,388,197.20
	CIN: 130016852200001				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000102	FOR Navy Accounting Purposes Only CPFF FOB: Destination PURCHASE REQUEST NUMBER: 1300168522				\$0.00
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00
	ACRN AB CIN: 130016852200002				\$2,461,861.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TRAVEL CLIN Base Year COST		Lot		\$20,000.00
	All travel charges shall be approved by the COR prior to invoicing. All travel charges must be in accordance with the Joint Travel Regulation.				
				ESTIMATED COST	\$20,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	DEPOT LEVEL MAINTENANCE Year 2		Lot		\$39,464,695.39
OPTION	C'PF				
	<p>Contractor shall provide support services required by the Fleet Readiness Center Southwest, North Island, California to augment the Government workforce performing Depot Level Maintenance (DLM) work on aircraft and rework of associated components/materials. Including: incorporations of modifications, in-service repairs, and all other categories of service associated with aircraft DLM and its planning, in accordance with the Performance Work Statement and the Quality Assurance Surveillance Plan.</p>				
				ESTIMATED COST	( Exemption (b)4
				FIXED FEE	
				TOTAL EST COST + FEE	\$39,464,695.39

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	TRAVEL CLIN - YEAR 2		Lot		\$20,000.00
OPTION	COST				
	<p>All travel charges shall be approved by the COR prior to invoicing. All travel charges must be in accordance with the Joint Travel Regulation.</p>				
				ESTIMATED COST	\$20,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005			Lot		\$39,564,197.46
OPTION	DEPOT LEVEL MAINTENANCE Year 3 CPFF				
	Contractor shall provide support services required by the Fleet Readiness Center Southwest, North Island, California to augment the Government workforce performing Depot Level Maintenance (DLM) work on aircraft and rework of associated components/materials. Including: incorporations of modifications, in-service repairs, and all other categories of service associated with aircraft DLM and its planning, in accordance with the Performance Work Statement and the Quality Assurance Surveillance Plan.				
				ESTIMATED COST	
				FIXED FEE	[ Exemption (b)4
				TOTAL EST COST + FEE	<u>\$39,564,197.46</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006			Lot		\$20,000.00
OPTION	TRAVEL CLIN - YEAR 3 COST				
	All travel charges shall be approved by the COR prior to invoicing. All travel charges must be in accordance with the Joint Travel Regulation.				
				ESTIMATED COST	\$20,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007			Lot		\$39,666,187.09
OPTION	DEPOT LEVEL MAINTENANCE Year 4				
	CPFF				
	Contractor shall provide support services required by the Fleet Readiness Center Southwest, North Island, California to augment the Government workforce performing Depot Level Maintenance (DLM) work on aircraft and rework of associated components/materials. Including: incorporations of modifications, in-service repairs, and all other categories of service associated with aircraft DLM and its planning, in accordance with the Performance Work Statement and the Quality Assurance Surveillance Plan.				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$39,666,187.09

[ Exemption (b)4

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008			Lot		\$20,000.00
OPTION	TRAVEL CLIN - YEAR 4				
	COST				
	All travel charges shall be approved by the COR prior to invoicing. All travel charges must be in accordance with the Joint Travel Regulation.				
				ESTIMATED COST	\$20,000.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009 OPTION	DEPOT LEVEL MAINTENANCE Year 5 CPIF		Lot		\$39,770,726.45
	Contractor shall provide support services required by the Fleet Readiness Center Southwest, North Island, California to augment the Government workforce performing Depot Level Maintenance (DLM) work on aircraft and rework of associated components/materials. Including: incorporations of modifications, in-service repairs, and all other categories of service associated with aircraft DLM and its planning in accordance with the Performance Work Statement and Quality Assurance Surveillance Plan.				
				ESTIMATED COST	
				FIXED FEE	[ Exemption (b)4
				TOTAL EST COST + FEE	<u>\$39,770,726.45</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010 OPTION	TRAVEL CLIN - YEAR 5 COST		Lot		\$20,000.00
	All travel charges shall be approved by the COR prior to invoicing. All travel charges must be in accordance with the Joint Travel Regulation.				
				ESTIMATED COST	\$20,000.00

- Section C - Descriptions and Specifications

## PERFORMANCE WORK STATEMENT

### **PERFORMANCE WORK STATEMENT (PWS) FOR AIRCRAFT DEPOT LEVEL MAINTENANCE (DLM) SUPPORT SERVICES**

#### **1 SCOPE**

1.1 **Scope.** This is a requirement of Fleet Readiness Center Southwest (FRCSW), North Island, California for Depot Level Maintenance and repair services, comprehensive aerospace engineering, business program support, and technical support services to assigned U.S. Navy aircraft and peripheral systems. Their customers include the U.S. Navy, the U.S. Marine Corps and several U.S. Navy Foreign Military Sales (FMS) clients, however, no FMS Funding will be used on this contract. All funding provided under this effort will be Navy Working Capital Funds (NWCF). The Maintenance and Fleet Support Team(s) (FST) of FRCSW are responsible for requirements related to the Naval Air Systems Team's services. These services include: engineering; logistics; program management; and services related to the maintenance, repair, testing, modification and overhaul of various fleet aircraft, engines, electronic warfare systems, mobile facilities, and components; including both flight and avionics systems, training equipment and facilities and all other equipment related to Navy and Marine Corps air power. Engineering will provide production shop support in the form of repair design and TD repair clarification that may be required during the execution of scheduled depot level maintenance. The contractor shall assist in Continuous Process Improvements efforts across all programs. The number of events and people required will be determined by schedules and management determinations. Aircraft and components arrive at FRCSW from foreign and domestic fleet installations for scheduled depot maintenance, major modifications or crash damage repair. In addition, there are also field sites located at Marine Corps Air Station (MCAS) Miramar, California; Marine Corps Base (MCB) Camp Pendleton, California; MCAS Yuma, Arizona; Naval Air Station (NAS) Whidbey Island, Washington; Naval Air Warfare Center-Weapons Division (NAWCWD) Pt. Mugu, California; MCAS Kaneohe, Hawaii; Naval Base Point Loma, California; and NAS Lemoore, California as well as other sites yet to be determined that support large concentrations of fleet aircraft depot level maintenance activities whose purpose is to minimize "out-of-service" time in order to satisfy flexible deployment schedules.

1.2 **Background.** In order to mitigate impacts to operational units, FRCSW Maintenance Teams and FST's require contractor assistance in meeting workload "surges" providing support related to the Naval Air Systems Team's services in many areas related to Navy and Marine Corps air power for engineering; logistics; program management; maintenance prototyping; and Reliability Centered Maintenance (RCM) analysis. They also perform assessments of organizational structure, and overall efficiency; customer surveys; and Air Speed and LEAN assessments to improve the quality, timeliness, and efficiency of cognizant systems support, products and services and aircraft depot level repair services for a variety of fleet aircraft and support activities that include, but are not limited to 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, Components, AV-8 series, LM2500 Engine, Mobile Facilities, Manufacturing, Maintenance, Voyage Repair Team (VRT), and V-22.

#### **2 APPLICABLE DOCUMENTS**

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

## 2.2 Government Documents.

2.2.1 Technical guides and instructions. The following technical guides and instructions form a part of this document.

### TECHNICAL GUIDES

#### VARIOUS

System specific NAVAIR overhaul guides and repair manuals

### INSTRUCTIONS

#### DEPARTMENT OF DEFENSE INSTRUCTIONS

DOD 5000.1

Defense Acquisition System

DOD 5000.2-R

DOD 5220.22-M

National Industrial Security Program Operating Manual (NISPOM)

#### SECRETARY OF THE NAVY INSTRUCTION

SECNAVINST 4105.1A

Independent Logistics Assessment (ILA) and Certification Requirements

SECNAVINST 5510.36

#### CHIEF OF NAVAL OPERATIONS INSTRUCTION

OPNAVINST 4790.2X

Naval Aviation Maintenance Program

#### NAVAL AIR SYSTEMS COMMAND INSTRUCTION

NAVAIR 4790.20B

Reliability Centered Maintenance Program

#### NAVAL AVIATION DEPOTS INSTRUCTIONS

NAVAVNDEPOTINST 4855.43X

Quality Assurance Procedures

NAVAVNDEPOT NI 4855/130

ISO 9002 Quality Manual

NAVAVNDEPOTINST 10290.6

Tool Control Program

NAVAVNDEPOTINST 11016.1

Plant Property Acquisition, Inventory Control, and Disposal

## 3 REQUIREMENTS

3.1 General. The contractor shall provide resources and have the resident expertise to deliver high quality products that meet the requirements of this PWS.

3.1.1 The contractor shall provide depot level maintenance support 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 (PMI), and 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. The contractor will also provide support for shipboard catapult systems also known as the Voyage Repair Team (VRT), Mobile Facilities, LM2500 engines, and manufacturing. The contractor shall provide a cost report displaying total hours worked and total amount billed to the COR in accordance with the assigned CDRL. (A001)

3.1.2 This contract is for "surge" or "overflow" Depot Level Maintenance Support. As such, there is the possibility of temporary furloughs of contractor employees when the work is insufficient to sustain the contractor workforce. If circumstances dictate the need for a temporary furlough, the contractor will be given 24 hour (or previous working day, whichever is longer) notice of such a work stoppage. If furloughs are required, they will last no longer than three (3) days. There is also a yearly shutdown period at North Island, California, typically from Christmas Day to New Year's Day. The schedule for all days off during a given year, including any shutdown periods, will be posted at the beginning of each calendar year in all common work areas as the exact days off are not decided until the end of each year. A copy of the schedule for CY2008 is included as an attachment (as an example) to the RFP for this requirement. Contractor personnel shall not be paid for any temporary furlough or shutdown period, and are expected to make arrangements accordingly.

### 3.2 Technical Tasks.

3.2.1 Maintenance, Modification and Repair Tasks. The contractor shall ensure all tasks are performed per FRCSW technical and engineering data, and shall comply with industry standards and FRCSW safety, tool control, and hazardous material management instructions. 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 Control Systems, Power Distribution/Electrical Power and Lighting Systems, Avionics Systems, Dynamic Component Systems, LM2500 Repair and Test, Catapult Systems, and Airframe Systems. The contractor shall provide a monthly report on all such activities in accordance with assigned CDRL. (A002)

3.2.2 Logistics and Logistics Planning. The contractor shall assist FRCSW in T/M/S Program Logistics Planning at FRCSW or other sites as needed in support of all DLR activities. Performance shall include but is not limited to:

3.2.2.1 Review T/M/S aircraft DLR maintenance cycles to establish logistics requirement scheduling. Support FRCSW aircraft Strategic Business Units (SBUs) executing scheduled DLR aircraft maintenance and repair management through Department of Navy (DON) logistics management planning guidelines.

3.2.2.2 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, NAS Pt. Mugu, and Point Loma) operations.

3.2.2.3 Provide production status liaison with Fleet customers regarding progress of specific aircraft including the coordination of Fleet dependant tasks/actions.

3.2.2.4 Assist in reconciling Integrated Maintenance Concept (IMC) material discrepancies relative to final aircraft billing and Technical Directive Compliance (TDC) kit contents.

3.2.2.5 Update and maintain Examination and Evaluation (E&E) component listings for each processed T/M/S aircraft to reflect component disposition and action taken.

3.2.2.6 Archive F/A-18 E&E repair/action taken and induction Log Book data for Planned Maintenance Interval (PMI-1) aircraft on DVD.

3.2.2.7 Provide aircraft production execution support for aircraft by generating Manufacturing Resource Planning (MRP-2) data files necessary to optimize aircraft production operations.

3.2.2.8 Coordinate manufacturing and repair of components and ancillary equipment necessary to facilitate T/M/S aircraft IMC/PMI processing.

3.2.2.9 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.

3.3 **Training.** The contractor shall provide training for their personnel in state-of-the-art repair procedures that meet industry standards and FRCSW engineering specifications for all T/M/S listed in the Scope paragraph. DLM work shall be performed by skilled/qualified personnel/artisans in support of FRCSW assigned program workload. The contractor shall comply with NAVAVNDEPOTINST 4855.43X Certification Program and provide their artisans with the appropriate training commensurate with trade skill tasks. Contractor employees shall be certified in accordance with FRCSW certification and NAVAVNDEPOTINST 4855.43X. The contractor shall provide skilled/qualified personnel/artisans for the trade specialties/job descriptions listed below in the performance of this PWS and in accordance with FRCSW assigned program workload.

3.3.1 The job descriptions for each labor category based on government standards are listed below:

3.3.1.1 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 pneudraulic 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.

3.3.1.2 Aircraft Pneudraulic Systems Mechanic: Overhauls, repairs, modifies, assembles, 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.

3.3.1.3 Aircraft Sheet Metal Mechanic: Interprets blueprints 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.

3.3.1.4 Aircraft Electrician: Maintains, operates, and performs 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.

3.3.1.5 Aircraft Worker: Performs 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.

3.3.1.6 Aircraft Painter: Performs examination of aircraft and components to determine type of metal prior to applying appropriate protective finishes in accordance with technical directives. Inspects 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 one-tenth (1/10) of a gram tolerance. Measures chemicals for formulas within one-tenth (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 in accordance with hazardous materials regulations, material safety data sheets (MSDS), and proper disposal of hazardous materials.

3.3.1.7 Painter Helper: Under supervision, applies protective and decorative paint finishes to aircraft, components, accessories, engine components, electronic, and ground support equipment. Must 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. Examines 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. Masks 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.

3.3.1.8 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, aldrine and dichromate seal; removal and treatment of corrosion; preservation and anodizing process.

3.3.1.9 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; and performing micro-miniature module repair on computer circuit cards. Uses a variety of electrical measuring and diagnostic equipment. Must be able to read and interpret electrical and electronic system diagrams and schematics.

3.3.1.10 Machinist: Interprets blueprints, technical data and/or engineering specifications (ES), incorporates Technical Directive Compliance. Overhauls, repairs, modifies, fabricates and fits aircraft metal structures, composites and various aircraft components. Performs precision handwork to fit, finish and assemble machined items into major assemblies and aircraft. Utilizes universal machines to perform the work required to accomplish technical directives.

3.3.1.11 Aircraft Configuration Management: Properly initiates and maintains aircraft logbooks, associated records and submits required reports using the OPNAVINST4790.2 series 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. Reviews all system and equipment changes for configuration impacts. Ensures all configuration changes proposed meet established criteria. Ensures all aircraft received and transferred to/from NADEP custody is reported using electronic methods. Ensures Naval Aviation Flight Record Subsystem (NAVFLIRS) records are properly processed.

3.3.1.12 Logistics Specialist: Provides 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. Tracks 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.

3.3.1.13 Data Entry Clerk: Enters data into computer systems or CD for subsequent entry in the form of tracking received data and source documents, prepares and sorts source documents, and identifies and interprets data entered into MRP-2 and other databases. Contacts originators of source documents to resolve questions, inconsistencies, or missing data. Makes 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. Files 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.

3.3.1.14 Aviation Production Control Clerk: Uses 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.

3.3.1.15 Rubber Worker: Manufactures components from all types of rubber, plastic and many other materials. Lays out and manufactures steel rule dies. Manufactures gaskets and seals, caulks with all types of sealing compounds. Measures, weighs, and mixes a variety of adhesives, epoxy, accelerators and bonding agents. Adjusts and operates rubber mixing and milling machines. Bonds many types of materials with proper adhesives. Must be able to measure and test rubber products with calipers, micrometers and shore durometers. Must be able to do layout work following blueprints, sketches, engineering directives and other technical instructions.

3.3.1.16 Advanced Composite Fabricator (Level 2 Certification): Develops and fabricates individual ply flat patterns to accurately position and orient each lamina within the laminate. Uses these flat patterns to cut individual plies from a variety of unidirectional advanced composite prepregged. Fabricates and lays up composite material to form composite skin panels or repair parts to dimension and stacking order specified by technical directives. Cures lay-up panels utilizing ovens, autoclaves, localized heat blankets, vacuum bags and restraining fixtures under various controlled temperature and pressure cycles. Assembles and checks mating and fit of complex contoured skin assemblies, substructures, honeycomb core, fittings and structural adhesives to meet exact tolerances prior to bonding (+0.5 angular tolerance and  $\pm 0.0005$  inch location tolerance).

3.3.1.17 Management Analyst: Supports program management efforts at FRCSW for aircraft and components programs in the areas of technical research, coordination of reports and development of program monitoring systems. Develops 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.

3.3.1.18 Sand-Blaster: Uses abrasive sandblasting equipment to clean, remove corrosion, and other contaminants. Operates blasting booth and walk-in cabinet blast. Prepares parts for blasting by inspecting for oil or grease. Masks material to confine the abrasive to a specific area. When operating the walk-in cabinet blast, places the part to be blasted on the table in the cabinet. Selects the type of abrasive to be used. Operates the blasting booth by setting the part in the booth, closing door, turning on the light and placing hands in gauntlets. Selects the proper abrasive, adjusts the nozzle for flow of abrasive and air pressure. Strips dirt, paint, lacquer, and preservative materials from barrels, work stands, machinery, paint pots; also, removes grease oil from sheet metal parts ready for sandblast. Steam cleans parts for aircraft parts such as fuel cells, preservation cans sludge tanks; also, preserves machinery for future use. Uses hand brushes and scrapers, spray guns, steam or water jets, soap and solvents. Masks off parts and sections as necessary.

3.4 **Security Requirements.** The contractor shall obtain a secret or appropriate clearance when necessary. The contractor is responsible for subcontractor implementation of Operational Security (OPSEC) requirements for this contract.

3.4.1 The contractor shall provide OPSEC protection for all classified and sensitive information. Security policy, procedures, and requirements for classified information are provided in DOD Manual

5220.22-M, National Industrial Security Program Operating Manual (NISPOM). The contractor will apply the framework for telecommunications security in Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.239-7016, as appropriate. The contractor will apply and use Distribution Statements following the provisions of Exhibit 8A, SECNAVINST 5510.36. This information shall be provided to the COR in accordance with the assigned CDRL. (A003)

3.4.2 The contractor shall provide locator information regarding all employees requiring a permanent badge for authorized entrance to FRCSW or other government installations as required. Entrance is authorized by this contract as a result of tasks associated with performance of this PWS only. Initial information shall be provided to the COR as each individual is assigned to this contract. Thereafter, monthly reports (due at the beginning of each month, by the fifth day of the month) shall be provided with gains/losses (identification of new and replaced or added individuals) and any changes to current personnel (such as telephone number, building number and room number). A point of contact is to be named on each monthly report for any questions/additional information needed by the Government recipient. The contractor shall ensure that all permanent badges are returned to COR on the last work day of the contractor employee. This information shall be provided in accordance with the assigned CDRL (A004).

3.5 **Quality of Work.** The contractor shall comply with the requirements of OPNAVINST 4790.2X and the established Quality Program Manual, NAVAVNDEPOTINST 4855.43X. This shall include, but not be limited to:

3.5.1 Documentation of qualifications or Individual Qualification Records (IQR) or equivalent shall be available for FRCSW, Quality Assurance (QA) review upon demand. Copies of the IQR's shall be available in the FRCSW work area and the contractor supervisor shall keep a copy and ensure they are current and accurate. Upon completion of the contract, the qualification and certification training records shall be provided to the FRCSW, QA Competency and originals will be held by the FRCSW, QA Competency for a period of 5 years. This information shall be provided in accordance with the assigned CDRL. (A005)

3.5.2 Certification- All work tasks shall be certified on FRCSW work documents, by the individual that performed the work. Contract employees shall certify their own work in accordance with the Quality Program Manual, NAVAVNDEPOTINST 4855.43X. Contract employees shall certify only the work they are qualified to perform as outlined in their job qualification requirements.

3.5.3 Certification authority- Contractor personnel shall comply with the rules and regulations of the Quality Program Manual, NAVAVNDEPOTINST 4855.43X, Chapter 4, regarding violations, revocation, and suspension of certification authority. Certification authority shall be identifiable to each contractor employee and shall be traceable by a unique certification stamp provided by the FRCSW to each employee.

3.5.4 Stamps- Certification shall be accomplished with a certification stamp issued to each contract employee, which is unique and identifiable to the person performing the work. Stamps, of the appropriate size for FRCSW work documents (1/8 inch high by 3/8 inch wide) shall be provided by the FRCSW. An updated stamp listing of current contract employees and their stamp numbers shall be provided to FRCSW, QA. To maintain adequate traceability, a certification stamp that is returned to the contractor shall not be reissued to a different contractor employee within a 6 month period in accordance with the requirements of the Quality Program Manual, NAVAVNDEPOTINST 4855.43X.

3.5.5 Data Collection- All defect data shall be collected and provided to FRCSW, QA for trending, analysis and reporting. This information shall be provided in accordance with the assigned CDRL. (A006)

3.5.6 All contractor responsible defects shall be corrected by the contractor within a 24 hour period unless otherwise agreed upon. The corrective action shall be performed at no cost to the government. The corrective action shall be documented on the Discrepancy Work Order (DWO), and the completed DWO shall be presented to FRCSW, QA for mandatory verification.

3.5.7 All Procedural deficiencies shall be documented on a Quality Correction Notice (QCN), form NAVAVNDEPOT NI 4855/130 by FRCSW, QA in accordance with the Quality Program Manual, NAVAVNDEPOTINST 4855.43X and forwarded to the contractor and the Contracting Officer's Representative (COR). The contractor shall take appropriate corrective action, and return the completed QCN to FRCSW, QA and COR for acceptance.

3.6 **Quality Assurance Surveillance.** All work tasks performed by the contractor shall be subject to monitoring, surveillance, and auditing by FRCSW, QA. The contractor shall be graded on a monthly performance report, and appropriate remedies shall be instituted in accordance with the Quality Assurance Surveillance Plan (QASP). The performance report will consider three factors: On-Board Percentage, Employee Turnover, and Productive Labor Hours.

3.6.1 On-Board Percentage. Workload at Fleet Readiness Center Southwest and all other sites covered under this PWS are directly related to field activities supporting all current conflicts. As such, production schedules fluctuate and require the Production Manager to make changes in the number and type of authorized contractor employees. This information shall be provided in accordance with the assigned CDRL. (A007)

3.6.1.1 The on-board percentage metric measures the contractor's ability to scale manpower to meet this changing workload. The monthly on-board metric will be calculated by dividing the number of employees on-board by the total number of employees authorized represented as a percentage ((on-board / authorized) x 100).

3.6.1.2 The number of on-board employees is determined by counting the number of billable, onsite contractor employees present on the last working day of the month. Note that overhead staff - such as supervisors or office secretaries - are not billable and therefore not counted in the on-board number.

3.6.1.3 The number of authorized employees will be provided via CDRL by the Production Manager at the time of award. Any changes thereafter will be provided in the monthly CDRL provided to the COR..

3.6.1.4 To allow the contractor time to fill vacancies, the monthly on-board percentage calculation will use the number of authorized employees on the last week of the previous month. Consideration may be given if a large increase in the number of authorized personnel occurs or the positions are unusually hard to fill.

3.6.1.5 The number of on-board personnel shall never exceed the number authorized unless specifically approved in writing by the Project Officer.

3.6.2 Monthly Turnover. Fleet Readiness Center Southwest, and the other sites covered by this PWS incur considerable expense in the process of familiarizing new contract employees with Depot operations. As such, employee turnover is a critical cost and a continuity of service component and will be used to measure the contractor's performance. This information shall be provided to the COR in accordance with the assigned CDRL. (A008)

3.6.2.1 Monthly turnover is considered the number of employee separations occurring during a given month divided by the number employees on-board for the last working day of the month represented as a percentage ( $(\# \text{ separations} / \text{on-board}) \times 100$ ).

3.6.2.2 In some cases, a separation may occur as a result of a contractor's employee being recruited into civil service at one of the sites covered by this PWS. These separations will not be counted against the contractor's performance.

3.6.3 Productive Labor Percentage. FRCSW and the other sites covered by this PWS are responsible for the number of productive labor hours it produces including contractor labor. As such, contractor productivity will be measured by comparing the actual number of standard labor hours produced to a monthly goal based on the number of available standard hours. The following procedures will be used to determine the monthly labor hour goal: 1) Determine the number of working days in a month by subtracting the number of Saturdays, Sundays and Federal Holidays from the total number of days. 2) Multiply the number of working days by 8 giving the total number of available standard working hours for the month. 3) Multiply the number of available standard hours for the month by the number of on-board employees. This information shall be provided to the COR in accordance with the assigned CDRL. (A009)

3.6.3.1 The total number of actual man hours produced will be determined by totaling the number of productive standard hours as recorded by the weekly Certificate of Service for the same 4 week period used to determine the monthly goal.

3.6.3.2 Productive time is considered any activity directly related to an employee's job description or FRCSW or Government mandated training, safety meetings, and other activities directed by FRCSW or the site.

3.6.3.3 Non-Productive time is considered any activity that is not directly related to an employee's job description or is contractor mandated training, meetings, time/record keeping, drug and medical screening. It is understood that a reasonable amount of non-productive time is necessary for the

contractor to accomplish the deliverables outlined in this PWS. The Productive Labor Percentage metric will allow for non-productive time within the Performance Standards.

3.6.3.4 Standard hours are considered to be 40 hours a week.

3.6.3.5 The metric score will be calculated by dividing the actual number of productive standard man hours produced by the monthly labor hour goal represented as a percentage ((hours produced / goal) x 100).

3.6.4 Monthly Performance Report. The Monthly Performance Report will evaluate the contractor on the three criteria described above and assign a score of either Satisfactory, Marginal, or Negative for each. All scores will be calculated to the nearest tenth decimal place. The individual metric scores will be tallied and each equated to a remedy in accordance with the QASP.

3.6.4.1 On-Board Percentage:

a. A rating of Satisfactory will be assessed for On-Board Percentage if: The contractor's on-board percentage is greater than or equal to 96%.

b. A rating of Marginal will be assessed for On-Board Percentage if: The contractor's on-board percentage is greater than or equal to 92% but less than 96%.

c. A rating of Unsatisfactory will be assessed for On-Board Percentage if: The contractor's on-board percentage is less than 92%

3.6.4.2 Monthly Turnover rate:

a. A rating of Satisfactory will be assessed for Monthly Turnover if: The contractor's monthly turnover is less than or equal to 1.5%

b. A rating of Marginal will be assessed for Monthly Turnover if: The contractor's monthly turnover is greater than 1.5% but less than or equal to 2%

c. A rating of Unsatisfactory will be assessed for Monthly Turnover if: The contractor's turnover is greater than 2%

3.6.4.3 Productive Labor Percentage:

a. A rating of Satisfactory will be assessed for Productive Labor Percentage if: The contractor's productive labor percentage is greater than or equal to 95%

b. A rating of Marginal will be assessed for Productive Labor Percentage if: The contractor's productive labor percentage is greater than or equal to 93% but less than 95%

c. A rating of Unsatisfactory will be assessed for Productive Labor Percentage if: The contractor's productive labor percentage is less than 93%

3.7 **Tool Control.** The contractor shall be subject to U.S. Navy and FRCSW Tool Control requirements for identification, shadowing and inventory in accordance with NAVAVNDEPOTINST 10290.6, Tool Control Program (TCP). Tool Control requirements will be monitored by FRCSW, QA.

3.7.1 The contractor shall provide an inventory listing of all contractor tools and tool container(s) to FRCSW, Central Tool Control and FRCSW, QA. Contractor shall physically inventory tool container(s) and report results to FRCSW, QA. FRCSW, QA shall verify the results of the inventory as required.

3.7.2 The contractor shall ensure all tools supplied by the contractor are inventoried and legibly marked prior to entry or use in FRCSW workspaces. Contractors shall have adequate safeguards in place to ensure all tools are accounted for and documented on a daily basis. Markings on tools shall provide traceability to the owner /custodian of tools.

3.7.3 The contractor shall insure that employees are provided Tool Control Logbooks in accordance with NADEPINST 10290.6, for use by its employees for documenting all inventory actions. Upon completion of the contract, the contractor shall turn over all logbooks to the TCP Manager. Logbooks are subject to, and shall be made available for review by FRCSW, QA or TCP Managers upon reasonable and timely notification.

3.7.4 The contractor employees shall physically inventory tool container(s) and report results to FRCSW, QA. FRCSW, QA will verify results as required. The contractor shall ensure that any tool not accounted for is immediately reported to the supervisor of the shop where the loss was identified. Contractor lost tool incidents shall be handled according to the procedures outlined in NADEPINST 10290.6, with one exception, FRCSW will not replace any lost/missing tool. All lost tools shall be reported to the COR. This information shall be provided to the COR in accordance with the assigned CDRL. (A010)

3.8 **Safety Issues.** All Accident Reporting and Investigations shall be conducted (in order) as follows:

3.8.1 The contractor shall report promptly (verbally within one hour with a written report to follow within 24 hours) to the COR, all available facts relating to each instance of damaged property or injury to personnel.

3.8.1.1 The contractor shall immediately secure the accident area and wreckage until released by the accident investigative authority as designated by the Occupational Safety Office. Such release shall be accomplished through the COR. If the Government elects to conduct an investigation of the accident, the contractor shall cooperate and fully assist the Government.

3.8.2 Personal Protective Equipment (PPE) - The contractor shall provide all personal protective equipment except consumable PPE, which will be provided by the government.

3.8.3 Drug Free Workplace – The contractor shall provide a Drug Free Workplace Program equivalent to the Department of the Navy’s civilian program at FRCSW. This shall include 100% pre-employment screening and random testing of at least 10% of employees per quarter (3-month period). This information shall be provided to the COR in accordance with the assigned CDRL. (A011)

3.9 **Government Furnished Items.** The Government will furnish or make available to the contractor, without cost, access to certain Government-furnished equipment (GFE). This consists of equipment,

supplies, and material in Government spaces and will include utilities, including telephone service, water, and electricity, and is solely for use in direct performance of the work specified in this PWS.

3.9.1 Government Furnished Facilities. The Government will furnish or make available to the contractor the use of Government-owned or operated facilities; areas within facilities; and fixed equipment. If not otherwise specified, the Government will provide maintenance of real property. The contractor may alter or improve their assigned facilities, but shall not make any alterations without the concurrence of the Government. Before the contractor makes any modification to facilities, the contractor shall submit to the COR documentation describing, in detail, the modification. Any such alterations are at the contractor's expense, unless agreed to in advance by the Government. Such alterations become the property of the Government. The contractor shall report any unsafe or non-operational conditions of the facilities to the COR within 5 calendar days of the facility being offered to the contractor. Unsafe and non-operational conditions which pose an imminent threat to personnel safety or life shall be addressed within 1 calendar day of the facility being offered to the contractor. The COR shall resolve any unsafe or non-operational condition of the GFF within 20 calendar days of report of these conditions or prior to the facility being occupied by the contractor.

3.9.2 The Government will provide each contractor office worker a workstation consisting of desk, chair, and adequate administrative storage facilities. For contractor workers who do not work in an office, the Government will provide a workbench consisting of a worktable and stool in an appropriate work area.

3.9.2.1 Equipment Operation - The contractor shall be responsible for the proper operation and use of all Government-furnished equipment. The Government will provide scheduled maintenance for equipment as required.

3.9.3 Government Furnished Material. *(Following Sentence revised per Amendment 03 Q/A # 49):* "The Government will supply the contractor with GFM in the current inventory "stores" to support projects being worked by the contractor." The Government will furnish the contractor Government-unique repair parts as needed for repair of the appropriate aircraft through the Government supply system.

3.9.4 Information Management Systems. The Government will supply the following Desktop computing services: desktop (or laptop) hardware and operating and application software, peripheral devices, equipment moves, additions, or changes, operational monitoring, system problem determination and resolution, and other technical support. The Government will provide appropriate desktop computing services to the contractor for performance of requirements under this PWS. The contractor shall use these information management services only for transaction of official business of the FRCSW in direct support of this contract. The Government will also provide network support services to include appropriate access to FRCSW networks, network services, and corporate applications. The Government will provide Internet and e-mail access on a case-by-case basis as approved by the COR. The Government will also provide applications programming services. Such services include developing, maintaining, and supporting appropriate Government-unique applications that the contractor uses in performance of requirements under this PWS.

3.9.5 Telephones. The Government will provide telephone instruments and lines that are currently located in facilities that the contractor occupies at no cost to the contractor. Additional telephone lines will be provided on a case-by-case basis, as approved by the COR. The contractor shall use these telephones only for transaction of official business of FRCSW in direct support of this contract.

Government-furnished telephones are subject to security monitoring at all times. Use of these telephones constitutes consent to security monitoring. The Government may investigate any call not verified as official.

3.9.6 Personal Safety Equipment. The Government will provide to the contractor expendable personal safety equipment (PSE) (e.g., ear plugs, safety glasses, and gloves) as appropriate in shop areas.

3.10 Travel. The contractor may be required to travel in support of contract requirements. Reimbursement for travel expenses shall be in accordance with the contract and shall be billed against the appropriate Travel CLINs in listed in the contract. All charges shall be in accordance with the Joint Travel Regulation. All travel shall be approved by the COR prior to commencement.

#### 4 DELIVERABLES

4.1 **Reports, Data and Other Deliverables**. 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>PWS Paragraph</u>
A001	Cost Report	Paragraph 3.1.1
A002	Activities Status Report	Paragraph 3.2.1
A003	OPSEC Requirements	Paragraph 3.4.1
A004	Security Requirements	Paragraph 3.4.2
A005	Individual Qualification Records (IQR)	Paragraph 3.5.1
A006	Aircraft Evaluation and Repair Data	Paragraph 3.5.5
A007	On-board Percentage Report	Paragraph 3.6.1
A008	Monthly Turnover Report	Paragraph 3.6.2
A009	Productive Labor Percentage Report	Paragraph 3.6.3
A010	Lost Tool Report	Paragraph 3.7.4
A011	Random Drug Test Results	Paragraph 3.8.3

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
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## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-AUG-2010 TO 31-JUL-2011	N/A	N/A FOB: N/A	
000101	POP 01-AUG-2010 TO 31-JUL-2011	N/A	N/A FOB: Destination	
000102	POP 01-AUG-2010 TO 31-JUL-2011	N/A	N/A FOB: Destination	
0002	POP 01-AUG-2010 TO 31-JUL-2011	N/A	N/A FOB: N/A	
0003	POP 01-AUG-2011 TO 31-JUL-2012	N/A	N/A FOB: N/A	
0004	POP 01-AUG-2011 TO 31-JUL-2012	N/A	N/A FOB: N/A	
0005	POP 01-AUG-2012 TO 31-JUL-2013	N/A	N/A FOB: N/A	
0006	POP 01-AUG-2012 TO 31-JUL-2013	N/A	N/A FOB: N/A	
0007	POP 01-AUG-2013 TO 31-JUL-2014	N/A	N/A FOB: N/A	
0008	POP 01-AUG-2013 TO 31-JUL-2014	N/A	N/A FOB: N/A	
0009	POP 01-AUG-2014 TO 31-JUL-2015	N/A	N/A FOB: N/A	
0010	POP 01-AUG-2014 TO 31-JUL-2015	N/A	N/A FOB: N/A	

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I

APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9521 PLACE OF PERFORMANCE (NAVAIR) (OCT 2005)**

The services to be performed herein shall be performed at Marine Corps Air Station (MCAS) Miramar, California; Marine Corps Base (MCB) Camp Pendleton, California; MCAS Yuma, Arizona; Naval Air Station (NAS) Whidbey Island, Washington; Naval Air Warfare Center-Weapons Division (NAWCWD) Pt. Mugu, California; MCAS Kaneohe, Hawaii; Naval Base Point Loma, California; and NAS Lemoore, California as well as other sites yet to be determined.

**F-TXT-01 OPTION PERIOD OF PERFORMANCE (MAR 2003)**

(1) The period of performance for CLIN(s) 0003 AND 0004 is 12 MONTHS beginning 01 AUG 2011 and ending 31 JUL 2012. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause FAR 52.217-9.

(2) The period of performance for CLIN(s) 0005 AND 0006 is 12 MONTHS beginning 01 AUG 2012 and ending 31 JUL 2013. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause FAR 52.217-9.

(3) The period of performance for CLIN(s) 0007 AND 0008 is 12 MONTHS beginning 01 AUG 2013 and ending 31 JUL 2014. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause FAR 52.217-9.

(4) The period of performance for CLIN(s) 0009 AND 0010 is 12 MONTHS beginning 01 AUG 2014 and ending 31 JUL 2015. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause FAR 52.217-9.

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NA2B 000 77777 0 065888 2F 8E0038  
COST CODE: 631RAAK93100  
AMOUNT: \$1,388,197.20  
CIN 130016852200001: \$1,388,197.20

AB: 97X4930 NA2B 000 77777 0 065888 2F 8E0038  
COST CODE: 652RAAK95210  
AMOUNT: \$2,461,861.00  
CIN 130016852200002: \$2,461,861.00

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contracting Officer has designated [Exemption (b)(6)] FRCSW San Diego, [Exemption (D)(6)] \_\_\_\_\_ as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the COR Appointment Letter.

CLAUSES INCORPORATED BY FULL TEXT

**5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL  
LIAISON (NAVAIR)(OCT 2005)**

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

**CONTRACT COORDINATOR:**

NAME: \_\_\_\_\_  
PHONE (BUS): \_\_\_\_\_  
PHONE (AFTER HOURS): \_\_\_\_\_

**ALTERNATE:**

NAME: \_\_\_\_\_  
PHONE (BUS): \_\_\_\_\_  
PHONE (AFTER HOURS): \_\_\_\_\_

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)**

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than bi-weekly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled "Level of Effort" or the dollars per hour (based on the fixed fee divided by the level of effort in hours). Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009) ALT I (MAR 2009)**

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website: [WAWF Overview](#).

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at 760-939-0797 (contracts \$100K or greater) or 805-989-3969 (less than \$100K) or DFAS via the numbers listed at [www.dfas.mil](http://www.dfas.mil).

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF Technical Information and WAWF Training websites.

(4) 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 DODAACs, must be entered for completion of the invoice in WAWF:

DoDAAC LOCATION TABLE					
Invoice Type:	--Select Combo for Fixed Price Supplies and Services. --Select Cost Voucher for all Cost or T&M contracts or CLINs. --The 2-in-1 invoice is not authorized for use by NAVAIR. --Questions? Call 1-866-618-5988				
	Located in Block				
DoDAAC Description	DD1155 (Destination Acceptance)	DD1155 (Source/ Origin Acceptance)	SF26	SF33	SF1449
Issuing Office DoDAAC	6	6	5	7	9
Administrating Office DoDAAC	7	7	6	24	16
Inspector's DoDAAC	See Schedule	See Schedule	See Schedule	See Schedule	See Schedule
Service Acceptor DoDAAC	6	6	5	7	9
Pay Office DoDAAC	15	15	12	25	18a

(c) Cost Vouchers also require the cognizant **DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>**. 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) 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

CLAUSES INCORPORATED BY FULL TEXT

**5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld, additional contract administration functions assigned, or special instructions (see FAR 42.202) are: as delineated by Procuring Contracting Officer (PCO) correspondence.

(b) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil/index.html>.

**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: [ Exemption (b)4 ] [ Exemption (b)4 ]

## Section H - Special Contract Requirements

H-TXT-01

In accordance with Executive Order 13495, "Nondisplacement of Qualified Workers Under Services Contracts", this clause is being included in this solicitation requiring that the successful contractor and subcontractors offer those employees (other than managerial and supervisory employees) a right of first refusal of employment under the contract in positions for which they are qualified. There shall be no employment openings under the contract until such right of first refusal has been provided. This contract does not meet any of the specified exclusions as mentioned in the Executive Order. The FAR clause is expected to be released at the end of July 2009. Once the clause is released, it shall be included in the solicitation and/or the resultant contract.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR)(OCT 2005) - ALT I (OCT 2005)**

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

(c) No deviation in the normal workweek will be permitted without express advance approval by the designated Contracting Officer with coordination of the using departments.

**5252.228-9501 LIABILITY INSURANCE (NAVAIR) (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: \$0 per person and \$0 per accident for bodily injury and \$0 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: \$0 per person and \$0 per occurrence for bodily injury, other than passenger liability; \$0 per occurrence for property damage. Passenger bodily injury liability limits of \$0 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

**5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR)(OCT 2006)**

(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 good 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.

**5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (NAVAIR)(JUL 1985) - ALT I (OCT 2005)**

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

(a) The amount available for payment and allotted to this incrementally funded contract is:

Funded Cost	\$	[ Exemption (b)4 ]
Funded Fee	\$	
<b>TOTAL FUNDS</b>	<b>\$</b>	<b>3,880,582.00</b>

(b) This contract is incrementally funded and the amount currently available for payment is limited to \$10.00 which includes a fixed fee amount of \$10.00. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of the Contract, no legal liability on the part of the Government for payment in excess of the revised total shall arise unless additional funds are made available and incorporated in a contract modification.

(c) the items covered by such amount are Item(s) 0001; 0002; 0003; 0004; 0005 and

(d) the period of performance for which it is estimated the allotted amount will cover is 01 January 2010 to 31 December 2014.

**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.

**5252.242- 9518 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM (CPARS)(NAVAIR) (FEB 2009)**

(a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (DoD Deviation 99-O0002). The frequency and type of CPARS reports (initial, intermediate, final, out-of-cycle, and addendum ) shall be as required in the DoD CPARS Policy Guide that is available at: <http://www.cpars.csd.disa.mil/cparsmain.htm>

(b) For orders placed against contracts and agreements the contractor's performance shall be assessed on an order-by-order basis [\_\_\_\_] or total contract/agreement basis [\_\_\_\_] (contract specialist is to check one) .

**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: [Theodore Fiske, 429 E. Bowen Rd, Mail Stop 4015, China Lake, CA 760-939-8182, theodore.fiske@navy.mil]

## 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	SEP 2006
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	SEP 2007
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
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	SEP 2006
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	NOV 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.227-1	Authorization and Consent	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-18	Availability Of Funds	APR 1984

52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2008
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
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
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	DEC 2006
252.215-7004	Excessive Pass-Through Charges	MAY 2008
252.219-7009	Section 8(a) Direct Award	SEP 2007
252.219-7010	Alternate A	JUN 1998
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7002	Requests for Equitable Adjustment	MAR 1998
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

**52.217-8 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 30 Days of end of period of performance.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 5 days of end of period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**52.219-17 SECTION 8(A) AWARD (DEC 1996)**

(a) By execution of a contract, the Small Business Administration (SBA) agrees to the following:

(1) To furnish the supplies or services set forth in the contract according to the specifications and the terms and conditions by subcontracting with the Offeror who has been determined an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(2) Except for novation agreements and advance payments, delegates to the responsibility for administering the contract with complete authority to take any action on behalf of the Government under the terms and conditions of the contract; provided, however that the contracting agency shall give advance notice to the SBA before it issues a final notice terminating the right of the subcontractor to proceed with further performance, either in whole or in part, under the contract.

(3) That payments to be made under the contract will be made directly to the subcontractor by the contracting activity.

(4) To notify Mr. Thesdore Fiske, Procuring Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(5) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the cognizant Contracting Officer under the "Disputes" clause of the subcontract.

(b) The offeror/subcontractor agrees and acknowledges that it will, for and on behalf of the SBA, fulfill and perform all of the requirements of the contract.

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the Naval Air Warfare Center Weapons Division.

**52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)**

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer --

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement . A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) The SBA Administrator will notify the Naval Air Warfare Center Weapons Division Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

#### **52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)**

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [ ] is, [ ] is not a small business concern under NAICS Code [541330] assigned to contract number [\_\_\_\_\_].

[Contractor to sign and date and insert authorized signer's name and title].

Signature	Date
Signer's Printed Name	Signer's Title

**52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)**

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed TBD or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

**52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT -- OVERTIME COMPENSATION (JUL 2005)**

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages

and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

#### **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

Employee Class	Monetary Wage-Fringe Benefits
Aircraft Mechanic	WG-10 \$20.69 plus \$5.19
Machinist	WG-10 \$20.69 plus \$5.19
Management Analyst	GS-11 \$23.97 plus \$6.01
Electronic Technician	GS-09 \$19.81 plus \$4.97
Engineering Technician	GS-07 \$16.19 plus \$4.06
Industrial Engineering Technician	GS-07 \$16.19 plus \$4.06
Logistics Technician	GS-07 \$16.19 plus \$4.06
Clerical Typist	GS-07 \$16.19 plus \$4.06
Data Entry Clerk	GS-07 \$16.19 plus \$4.06
Technical Illustrator	GS-09 \$19.81 plus \$4.97
Technical Writer	GS-11 \$23.97 plus \$6.01
Word Processing/Publications Spec.	GS-07 \$16.19 plus \$4.06
Carpenter	WG-10 \$20.69 plus \$5.19
Electrician	WG-10 \$20.69 plus \$5.19
Electronic Industrial Controls Mechanic	WG-10 \$20.69 plus \$5.19
Laborer	WG-08 \$18.45 plus \$4.63
Material Expediter	WG-05 \$15.11 plus \$3.79
Painter	WG-10 \$20.69 plus \$5.19
Pipefitter	WG-10 \$20.69 plus \$5.19
Production Controller	GS-09 \$19.81 plus \$4.97
Production Machinery Mechanic	WG-10 \$20.69 plus \$5.19

Rigger	WG-10	\$20.69 plus \$5.19
Sheet Metal Mechanic	WG-10	\$20.69 plus \$5.19
Warehouseman	WG-08	\$18.45 plus \$4.63
Welder	WG-10	\$20.69 plus \$5.19
Forklift Operator	WG-06	\$16.21 plus \$4.06

**52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)**

United States law will apply to resolve any claim of breach of this contract.

**52.244-2 SUBCONTRACTS (JUN 2007)**

(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) 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 (c) or (d) of this clause.

(c) 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.

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

(e)(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 (b), (c), or (d) 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 (b), (c), or (d) of this clause.
- (f) 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.
- (g) 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).
- (h) 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.
- (i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.
- (j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

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\*(To be completed at time of award)

#### **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): <http://www.arnet.gov/far> or <http://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.

**252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

**5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (JAN 2007)**

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

**5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT 2005)**

(a) A requirement of this contract is to maintain stability of personnel proposed in order to provide quality services. The contractor agrees to assign only those key personnel whose resumes were submitted and approved, and who are necessary to fulfill the requirements of the effort. The contractor agrees to assign to any effort requiring non-key personnel only personnel who meet or exceed the applicable labor category descriptions. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution to such personnel, in accordance with paragraph (d) below.

(c) The contractor agrees that [during the term of the contract], no key personnel substitutions or additions will be made unless necessitated by compelling reasons including, but not limited to: an individual's illness, death, termination of employment, declining an offer of employment (for those individuals proposed as contingent hires), or family friendly leave. In such an event, the contractor must promptly provide the information required by paragraph (d) below to the Contracting Officer for approval prior to the substitution or addition of key personnel.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, information regarding the full financial impact of the change, and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the qualifications of the person being replaced.

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the

convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

(h) Noncompliance with the provisions of this clause will be considered a material breach of the terms and conditions of the contract for which the Government may seek any and all appropriate remedies including Termination for Default pursuant to FAR Clause 52.249-6, Alt IV, "Termination (Cost-Reimbursement)".

## Section J - List of Documents, Exhibits and Other Attachments

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	QASP (.DOC)		
Attachment 2	Technical Pub #1 (.PDF)		
Attachment 3	Technical Pub #2 (.PDF)		
Attachment 4	Technical Pub #3 (.PDF)		
Attachment 5	Technical Pub #4 (.PDF)		
Attachment 6	DD254 (.PDF)		
Attachment 7	CDRLs (.DOC)		