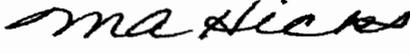


AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING		PAGE OF PAGES 1 49			
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-10-D-0037		3. EFFECTIVE DATE 30 Jul 2010			4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1300110616					
5. ISSUED BY CDR NAWCWD CODE 254300D ATTN: C. KYTE (760) 939-2634 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555		CODE N68936		6. ADMINISTERED BY (If other than Item 5) DCMA LOS ANGELES PO BOX 9608 MISSION HILLS CA 91346-9608		CODE S0512A				
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) ENGINEERING MANAGEMENT CONCEPTS, INC. JIM BAILEY 5051 VERDUGO WAY STE 200 CAMARILLO CA 93012-8658					8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)					
					9. DISCOUNT FOR PROMPT PAYMENT					
CODE 1DB04		FACILITY CODE			10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM			
11. SHIP TO/MARK FOR See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339				
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA						
15A. ITEM NO.	15B. SUPPLIES/ SERVICES			15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT			
SEE SCHEDULE										
15G. TOTAL AMOUNT OF CONTRACT							\$17,690,713.82			
16. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1 - 2	X	I	CONTRACT CLAUSES		39 - 48
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			3 - 6	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT			7 - 17	X	J	LIST OF ATTACHMENTS		49
X	D	PACKAGING AND MARKING			18 - 19	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			20	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X	F	DELIVERIES OR PERFORMANCE			21 - 22		L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA			23 - 27	M		EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS			28 - 38					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE										
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return ___ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)					18. [] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-09-R-0053-0002 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 MARTIE A HICKS / PROCURING CONTRACTING OFFICER TEL: (760) 939-2983 EMAIL: martie.hicks@navy.mil					
19B. NAME OF CONTRACTOR BY _____ (Signature of person authorized to sign)			19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)			20C. DATE SIGNED 29-Apr-2010		

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION:

The following addresses and points of contact are provided:

Name: Collin Kyte

Phone: (760) 939-2634

DSN: 437-2634

FAX: (760) 939- 8329

Email address: collin.kyte@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER

CODE 254300D (C. Kyte – 760-939-2634)

NAVAIRWARCENWPNDIV

429 E. BOWEN RD. MAIL STOP 4015

CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER

CODE 254300D (C. Kyte)

NAVAIRWARCENWPNDIV

BLDG 982, MAIL STOP 4015

CHINA LAKE, CA 93555-6108

ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

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

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001		UNDEFINED	Dollars, U.S.	UNDEFINED	\$14,748,010.94
	Labor CPFF				
	In accordance with the Performance Work Statement in Section C. NTE 155,690 hours.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300110616				
				MAX COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL MAX COST + FEE	\$14,748,010.94

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002		UNDEFINED	Dollars, U.S.	UNDEFINED	(b)(4)
	ODC- Materials / Subcontracts COST				
	In support of CLIN 0001 (Labor)				
	FOB: Destination				
				MAX COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003	ODC- Travel COST In support of CLIN 0001 (Labor). FOB: Destination	UNDEFINED	Dollars, U.S.	UNDEFINED	(b)(4)
				MAX COST	(b)(4)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004	Data COST Data in support of CLIN 0001, prepared in accordance with Exhibit A, DD Form 1423, Contract Data Requirements List (CDRLs). FOB: Destination	UNDEFINED	Lot		NSP
				MAX COST	UNDEFINED

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (NAVAIR)(OCT 2005)

(a) The level of effort estimated to be ordered during the term of this contract is 155,690 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

<u>Labor Category</u>	<u>Total Man-Hours</u>
See Attachment (1) Level of Effort	155,690

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) In the event that less than one hundred (100%) percent of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

(1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or

(2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

(1) A level of effort shall be established for each completion form task order. This estimated level of effort is established for the purpose of determining the amount of fixed fee payable on the task order and tracking the ceiling amount of the contract, it is not to be construed as a performance requirement. In the event the task(s) cannot be completed within the estimated cost, the Government will require more effort without increase in fee, if the Government elects to continue, provided the Government increases the estimated cost.

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

(i) The Contractor's estimate of the total allowable cost incurred under the task order; and

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

(e) Term Form Task Orders.

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

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

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

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. In performing term form task orders, the Contractor may use any combination of hours of the labor categories listed in the task order.

(2) In performing term form task orders, the contractor may use any combination of hours of the labor categories listed in the task order.

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

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

(ii) The Contractor's estimate of the total allowable cost incurred under the task order; and

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

(4) In the event that less than one hundred (100%) percent of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

(i) Requiring the Contractor to continue performance, subject to the provisions of the "Limitation of Cost" or the "Limitation of Funds" clause, as applicable, until the effort expended equals one hundred (100%) percent of the established Level of Effort (or of the fee-bearing portion of the last upward revision); or

(ii) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(5) In the event that the expended level of effort of a term order exceeds the established level of effort by ten (10%) percent or less, but does not exceed the estimated cost of the order; the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e)(1) above. This understanding does not supersede or change subsection (e)(1) above, whereby the contractor and Government may agree on a change to the task order level of effort with an equitable adjustment for both cost and fee.

B NOTE- FIXED FEE

Fixed fee is for work performed under this contract. Fixed fee is earned only under CLIN 0001 for labor-hours expended under authorized task orders. The cumulative fixed fee established in task orders issued hereunder shall not exceed the total fixed fee for the contract unless the contract is modified in writing by the Contracting Officer.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT

NAVAL AIR WARFARE CENTER WEAPONS DIVISION

RANGE DEPARTMENT SEA RANGE

AND PACIFIC OPERATIONS SUPPORT SERVICES

1.0 SCOPE

1.1 Background

This contract provides specialized technical support services to the Naval Air Warfare Center Weapons Division (NAWCWD) Range Department. These services involve planning, test support and coordination, test operational support, engineering analysis and reporting to the Range Department in its participation in Sea Range and Pacific Operations serving a broad variety of Test and Evaluation (T&E) customers.

1.2 General Scope of Work

1.2.1 When directed by written Task Orders (TOs), the contractor shall provide technical expertise to support the Range Department Test and Evaluation Competency in the planning for and providing of range services to high visibility and complex T&E operations occurring on the Sea Range and for Pacific Operations. The Pacific Operations represents the geographic areas of several Department of Defense (DoD) test ranges near or in the broad Pacific Ocean area and other off-range remote sites where deployment and employment of Range services may be required to support tests.

1.2.2 The contractor shall support a variety of range customers who will have a broad scope of often extremely complex test requirements. For example, the Missile Defense Agency (MDA) established the Pacific Range Support Team (PRST) to coordinate and support its test operations. The PRST, of which NAWCWD Range Department is a member, exemplifies a customer with complex requirements. Range support of the PRST requires interfacing with many other military and commercial ranges and contractors who are testing the systems that they are developing. Another example of the variety of customers is the anticipated support of Foreign Military Sales (FMS) customers.

1.3 Contract Work Environment

It is anticipated that the majority of the work done under this contract will be performed at contractor facilities within commuting distance of NAWCWD Pt. Mugu, CA and on-site at NAWCWD Pt. Mugu, CA. A smaller but still significant portion of the work may involve sites away from the NAWCWD Pt. Mugu facility, such as on-site support at Major Range and Test Facility Base (MRTFB) installations, commercial test ranges, remote field sites, and test operation centers.

2.0 APPLICABLE DOCUMENTATION

The following are typical documents that apply as guidance to the work under this contract. Specific documents governing the work to be performed will be identified in the respective TOs.

- Universal Documentation System (UDS) Handbook (501-97) November 1997
<http://jcs.mil/RCC/manuals/uds/titlepg.htm>
- Memorandum of Agreement between the Missile Defense Agency and the Pacific Range Support Team Ranges, MDA M-2003-15, 2003. (Available upon request).
- Concept of Operations for Pacific Range Support Team (PRST), July 2007. (Available upon request).

The Contractor shall not purchase any Information Technology (IT) equipment on behalf of NAVAIR in support of this contract without a NAVAIR CIO signed "IT" approval.

It is the Government's responsibility to ensure that any IT procurements (hardware/hardware maintenance or software/software maintenance, support services or telecommunications) procured by the Contractor under the scope of each CIO-approved individual TO that contains "IT" that will be associated with this Basic Contract meet the following requirements.

The following paragraphs are for information only.

2.1 Clinger-Cohen Act: This Clause Is Required In All IT Procurements.

In 1996, Congress enacted the Clinger-Cohen Act (CCA), requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. Per CCA, OSD Memo of 08 Mar 2000, the DoD 5000.2 of 13 May 2003, and SECNAVINST 5000.2C of 19 Nov 2004, CCA compliance is required for all programs that contain IT, including IT in weapons and weapons system programs. The law provides authority to the agency's CIO to manage IT resources effectively. The authority to grant compliance with CCA and approve the Information Assurance strategy depends on the Acquisition Category (ACAT).

2.2 System Software / Application Compliance:

"All Information Technology Systems or software/application development, modification or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP)), DON/NAVAIR Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates."

2.3 Information Assurance (IA): This is required on all DON Contracts

NAVAIR's Information Assurance (IA) Program is a unified approach to protect unclassified, sensitive or classified information, and is established to consolidate and focus efforts in securing that information, including its associated systems and resources. IA is required operationally throughout the DON. DON CIO (Chief Information Officer) is responsible for IT within the Navy, as mandated by the Clinger-Cohen Act, and is the lead for departmental compliance with the Federal Information Security Management Act of 2002.

"All IA shall be in compliance with the following listed instructions to include those referenced within the below listing:

- SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual
- National Industrial Security Operating Manual (NISPOM)
- CJCSI 6211.02 (series) --Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003
- CJCSI 6212.01 (series) --Interoperability and Supportability of Information Technology and National Security Systems

- DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
- DoDD 8500.1E--Information Assurance
- DoDI 8500.2--Information Assurance Implementation
- DoDI M-8510.1--DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual
- DoDI 5200.40, "DoD IT Security Certification and Accreditation (C&A) Process (DITSCAP)," 30 Dec 1997
- CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002"

For more information on determining the applicability of these documents to the specific requirements of your program, contact your local information assurance point of contact for assistance. An IA POC is available via the NAVAIR portal at <https://air74.navair.navy.mil>

All IT procured on behalf of NAVAIR shall meet all DOD/DON and NAVAIR IA policies. Failure to follow these policies will result in denied access to NMCI, One Net, ISNS and other DON, DOD and Joint Networks. These IA policies are standard across the Dept and ensure IA compatibility and interoperability.

IT systems and or networks operated by contractors subsequent to a NAVAIR contracts, regardless of the level of data processed shall be operated and in accordance the NISPOM.

Contractor-owned equipment shall be permitted connections to NAVAIR/DoD networks in order to carry out the performance of this contract. All Contractor-owned hardware and/or software shall meet DOD 8500.2 IA Controls, is subject to validation scanning and must be approved by the NAVAIR site IA Manager prior to connection. The following specific criteria before being connected to any DoD or NAVAIR network in support of this contract. Requirements include:

- A. Network Vulnerability Scanning. NAVAIR Deputy CIO for Information Assurance maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DOD Contracts. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection of the system to the networks; Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor;
- B. Extent of Validation Scanning. To prevent scanning of "corporate" assets, all such networks, equipment and connections shall be physically segregated from any government/contractor "corporate" networks that are not in direct support of DoD contracts;
- C. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense information Security Agency and comply with CJCSI 6212.11B;
- D. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;
- E. Memorandum of Agreement and Inter-connection Agreements. An Information Assurance Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.

2.4 Enterprise Architecture:

Contractor Networks and connections. Contractor-owned and operated networks are prohibited on any Naval Air Systems Command (NAVAIR) facility or site in support of this contract. The contractor may access non-government, external IP space via the NAVAIR-provided VPN Outreach service or NAVAIR CIO approved IP service.

Architecture Compliance. The contractor shall ensure all IT solutions, including database solutions, comply with the appropriate NAE Enterprise Architecture, and are verified by the NAVAIR Enterprise Architect (AIR-7.2.3) prior to build out.

Disclosure of pre-existing networks, circuits or connections. Any and all networks, circuits or connections between the contractor and any NAVAIR site related to previous contracts shall be identified in the MOA. Failure to comply and subsequent discovery of an unregistered network, circuit or connection shall be grounds for immediate disconnection.

IT Approval. The contractor shall not purchase any IT equipment on behalf of NAVAIR in support of a contract without a NAVAIR CIO signed IT approval.

3.0 REQUIREMENTS

3.1 Work will be directed under this contract by the submission of individual TOs.

3.2 Planning

3.2.1 The contractor shall research and analyze customer requirements and develop plans to meet those requirements. The range of systems under test can include present and future air, surface, sub surface, missile defense and space warfare systems.

3.2.2 As part of the test planning process, the contractor shall prepare for Government review, briefings and white papers containing the contractor's concepts, recommendations and options for the T&E of the systems under test. The contractor may host test planning sessions with NAWCWD T&E management and provide administrative support including records of proceedings and coordination or resulting actions. The contractor shall submit briefings, reports, and minutes in accordance with CDRL A001.

3.2.3 In order to effectively plan for Range support, the contractor will collect, evaluate and analyze data from the customer that will utilize the T&E Group's ranges and facilities to conduct test, training and experimentation. The contractor may be required to work closely with NAVAIR Program/Project Manager Air (PMAs) and/or other DoD program elements to identify and define data collection and analysis strategies, and/or identify and define T&E measures of evaluation. The contractor shall provide an analysis of the related test, training and experimentation requirements, and provide technical reports that identify the necessary resources to meet the requirements. The reports shall include recommendations for the development of concepts, proposed plans for NAWCWD to support current and future joint and coalition force test, training and experimentation. The contractor shall submit technical reports in accordance with CDRL A002.

3.2.4 As part of planning for the T&E of new and complex systems, the contractor shall assess NAWCWD T&E ranges including sea, land and air space, and facilities, including but not limited to analysis of various encroachment issues such as environmental compliance and wildlife monitoring, frequency spectrum, and maritime restrictions, and implementation of policies and processes to perform each of the aforementioned and related activities. Where the execution of the test plan requires additions or alterations to existing Range infrastructure, the contractor shall prepare briefings, white papers and other documents as required to

justify same. When it applies as a natural outgrowth of the assessment and briefings, the contractor shall submit technical reports in accordance with CDRL A002.

- provide documentation and system engineering recommendations;
- provide systems engineering and consultation support for the development of the test, training and experimentation facilities, ranges and laboratories necessary to address the identified infrastructure shortfall;
- review and comment on the NAWCWD organizational structure, core mission area capabilities, investment needs and technical processes of activities and organizations

3.2.5 As a participant in the planning for Range support, the contractor will be a participant in the customer's prime item system test planning as these two modes of planning are interdependent. Accordingly, the contractor shall provide technical review, comment, re-write, and creation of technical documentation such as but not limited to Range T&E processes, proposed Range instrumentation architecture in support of test support agreements for off-axis and mid-range site support, support agreements between DoD Ranges, and program security documentation in accordance with CDRL A002.

3.2.6 The test planning process may identify Range capacity or capability shortfalls needed by the customer under the test plan. In this event, the contractor may be required to provide systems engineering services in support of developing Range capability and capacity to meet the customer's requirements. These services include requirements definition; hardware, software, and firmware design and modifications; providing of systems and system installation and checkout of both airborne and ground based Range T&E systems, including laboratory based Hardware-In-Loop facilities.

3.2.7 In the event that Range T&E system(s) needs to be developed, the contractor shall provide configuration management support to that effort in support of the requiring Range customers. The contractor shall manage configuration status accounting and configuration management applications which track project documentation, trouble reports, change requests and software/hardware configuration item design artifacts. The contractor shall support Change Control Processes, to include tracking actions of related Change Control Boards. The contractor shall submit a Configuration Status Accounting Information Report in accordance with CDRL A003.

3.2.8 The contractor shall assist the NAWCWD MDA Program Director Sea Range in providing a span of control over MDA test activities and initiatives at NAWCWD. This shall include supporting NAWCWD MDA infrastructure requirements, test planning activities, document reviews and staffing actions. In addition, the contractor shall assist in the prevention and resolution of NAWCWD and MDA issues such as but not limited to asset utilization (mobile and fixed), requirements definition, conflicting direction, and mission priorities. The contractor shall provide analysis of MDA test requirements and provide technical reports that identify necessary resources to meet requirements. This shall include recommendations and plans for NAWCWD to support future and current MDA testing in accordance with CDRL A002.

3.3 Test Support and Coordination

3.3.1 The contractor shall perform day-to-day coordination, implementation and documentation of items such as safety procedures, security procedures, Range operations procedures, Concepts of Operation, and operations checklists. The contractor may assist in the research of materials and test assets to meet customer requirements. The contractor may plan and coordinate facility installation as well as post-test removal and clean-up of affected sites.

3.3.2 The contractor shall provide English/foreign language translation in support of FMS events. The contractor shall provide and perform day-to-day foreign language interpretation between U.S. Government

and foreign personnel. The contractor shall also provide consultation to the Government in regard to foreign country culture. The contractor may be called upon to perform document translation.

3.3.3 As specified in each individual TO, the contractor shall provide Configuration Management and Data Management (CM/DM) support for but not limited to pre- and post-planning activities, test execution, and pre- and post-mission activities. This shall include items such as mission data products, hardware and software configurations and architecture, and equipment inventories. (CDRLs A001, A002).

3.3.4 The contractor shall coordinate, facilitate and prepare, in the Universal Documentation System (UDS) format, responses to customer Range support requests. In support of this task, it may be necessary for the contractor to attend and represent the Range at UDS documentation reviews, technical exchange meetings, readiness reviews, process reviews and/or other teleconferences and meetings. The contractor may make required presentations, take, assemble, and distribute minutes that identify potential issues, problems areas, and potential areas of additional Range involvement in accordance with CDRLs A001 and A002.

3.3.5 As specified in each individual TO, the contractor shall access various DOD -hosted electronic websites for download of technical documentation pertaining to the tests being scheduled and coordinated. The contractor shall assemble and distribute documentation (i.e. UDS documentation, Blue Water Charts, Mission Schedules, etc) accordingly in specified format such as MS Word, PDF, Power Point, Visio, etc. (CDRL A002)

3.3.6 The contractor shall provide logistic management support to test programs. This may include assisting with coordination of logistics services, such as transportation, fuels, range resource tracking, and shipping. The contractor shall provide for transport and movement of Range instrumentation systems and test support equipment by ground, air, rail, barge, etc. as appropriate to support mission requirements. The contractor may provide for temporary storage facilities in the field or remote sites for instrumentation systems or support equipment to meet mission requirements. The contractor shall prepare technical reports as well as schedule and coordinate customer testing that requires the deployment of NAWCWD and/or PRST Range assets at other MRTFB facilities or other test sites and installations in support of Pacific Operations in accordance with CDRL A002.

3.3.7 The contractor shall assume duties as Range Instrumentation Data Product Manager for support of designated missions. The contractor shall serve as a Point of Contact (POC) for mission data products inclusive but not limited to: optics, radar, telemetry, and communications. Duties shall include but not be limited to the following: POC to work and resolve data product issues; ensure and verify accuracy of data distribution requirements; track and ensure timely distribution of all data products; interface and assist as required to ensure data products are in acceptable formats; and ensure accuracy and completeness of data product requirements in UDS documentation or Data Management Plans.

3.3.8 The contractor shall provide support to the NAWCWD Sea Range Test Management Division in support of NAWCWD Range software applications such as for the Test Resource Management System (TRMS). The contractor shall serve as the Test Resource Management System (TRMS) user Advocate for the Point Mugu Sea Range. The contractor shall gather user requirements for TRMS; communicate user requirements with TRMS software developers; participate in TRMS user acceptance testing; and assist with TRMS user training.

3.3.9 The contractor shall provide systems engineering support for voice and data communications support to the NAWCWD/PRST. This support shall consist of but not be limited to: gathering communications requirements for designated missions for both fixed and mobile instrumentation assets, long haul communication requirements consisting of terrestrial and satellite, provide communications requirements documentation, UDS input and responses, provide interface between various DOD customers and the NAWCWD/PRST, and provide communications console support during real-time flight test operations.

3.3.10 The contractor shall assist the Range Sustainability Office for ensuring compliance with state and federal environmental laws, rules, and regulations that impact operations at San Nicolas Island. An important part of that work involves the management of cultural resources on San Nicolas Island and the curation of artifacts located at San Nicolas Island and at other institutions. The objective of this task is for the contractor to monitor the Navy's ongoing activities at San Nicolas Island for compliance with cultural resource requirements associated with federal regulations such as the National Historic Preservation Act and by conducting routine cultural resources management activities on the island, and to document their assessments, status, and findings in minutes and technical reports. (CDRLs A001, A002)

3.3.11 The contractor shall assist the Sea Range Communications Center (SRCC) with Information Assurance (IA) duties. This includes but is not limited to scanning networks within the SRCC and testing equipment prior to installation to verify its IA compliance. In-addition, the contractor shall perform duties of a System Administrator for SRCC computers, perform equipment software updates, and assist in the development of IA Standard Operating Procedures. The contractor shall also maintain an up-to-date configuration management system for all SRCC technical documentation.

3.4 Test Operational Support

3.4.1 The contractor shall monitor in real-time Range operations and record test events as the test unfolds. The contractor shall also, in real time during the operation, assess actual progress against the test plan. The contractor may be called upon in real time to provide technical advice to aid the Government in making go no-go decisions. The contractor shall provide feedback to the Range and Range customer during the after action review of the operation (debrief).

3.4.2 The contractor shall support troubleshooting of problems that arise during the course of engineering tests and Range operations and provide technical feedback to aid in problem resolution.

3.5 Engineering Analysis and Systems Engineering

3.5.1 The contractor shall perform as required engineering, systems engineering and possible re-engineering of government designated range instrumentation systems and support equipment as a result of parts or technology obsolescence, new requirements, or new technologies. The contractor may be required to re-design and/or upgrade range instrumentation equipment wiring, interfaces, or other related equipment at the component, unit, and/or system level. In-addition, the contractor shall provide documentation such as associated technical drawings and interface control documents in accordance with CDRLS A004 and A005. The contractor may also be required to integrate and test the affected system(s) for acceptance and requirements compliance.

3.5.2 The contractor shall provide systems engineering support to the Range by analyzing and reporting on the quality of the Range support services provided to customers assigned for support under this contract. Performance under this element is naturally part of an iterative process of Range change and growth in that it feeds back into the test planning process for future events. The contractor shall submit a report in accordance with CDRL A002.

3.5.3 The contractor shall participate during post-mission customer debriefs and technical discussions and provide technical feedback and recommendations for improvement to the Range in the form of technical reports in accordance with (CDRL A002).

3.6 Contractor Program Management, Reporting, and General Performance Requirements

3.6.1 The contractor shall establish and maintain a management system for controlling cost, schedule, and performance. The contractor shall maintain a cost accounting system that shall track, report, and invoice on each TO. Additionally, the contractor's cost accounting system shall be capable of tracking, reporting, and

invoicing at the Work Breakdown Structure (WBS) level 3 with each TO, when specifically required by the TO. The contractor shall submit a monthly cost status report in accordance with CDRL A006.

3.6.2 For each TO under this contract, the contractor shall, on a monthly basis, provide to the Government a Monthly Status Report, which highlights the events and accomplishments of the previous month's efforts. Included in the monthly report shall be a listing of travel taken during the reporting period and the results of that travel. Monthly reports shall be delivered to the Government within 10 working days after end of month in accordance with CDRL A007.

3.6.3 The contractor shall obtain authorization from the Task Order Manager (TOM) or, as a backup, from the Contracting Officer's Representative or the Contracting Officer, prior to the start of any long distance travel. Approval shall be in the form of a signed Travel Request or email confirmation, which denotes the intended location, mode of travel, date(s) and supporting reason. Upon approval of the travel request, the contractor is authorized to vary the dates of the itinerary by two weeks (prior and/or after the initial dates(s) approved). For the purpose of this SOW, "long distance travel" is defined as beyond 60 minutes of surface travel. The contractor shall submit a travel request in accordance with CDRL A008.

3.7 Security and Classified Data

3.7.1 The contractor shall be required to have security clearance up to the Top Secret level. During performance under this contract, the contractor shall comply with the contractual Form DD-254 and applicable DOD and NAWCWD security processes. Additional TO specific security information, if any, will be provided within the respective TOs.

3.7.2 Foreign Military Sales (FMS): Contractor personnel working in support of FMS tasking shall interface or work with foreign-nation personnel as required. Those contractor personnel shall satisfactorily complete special Government-provided security training in this area when such training is required.

3.7.3 Computer Security: Contractors with government-furnished computer equipment and/or other computers connected to the Government computer networks shall comply with OPNAVINST 5239.1B and the contractor shall submit IT Personnel Security Reports in accordance with CDRLs A00A and A00B.

3.7.4 Unclassified written and verbal information provided to or generated by the contractor under this contract will be considered to be NAWCWD business sensitive and will not be released to other agencies (public or private) without written authorization by the Contracting Officer's Representative.

3.8 Contractor Facilities

In order to facilitate the contractor attending frequent meetings at NAWCWD and, conversely, NAWCWD government personnel attending meetings at the contractor's facility, the contractor shall establish a facility located within acceptable automobile commuting range of the main gate of NAWCWD Pt. Mugu, CA. The contractor shall maintain a facility that meets the requirements as outlined in Form DD-254.

4.0 REPORTS, DATA, AND OTHER DELIVERABLES

CDRL #	SOW Paragraphs	Title	Format	Due Date	Deliver To/Number of Copies
A001	3.2.2, 3.3.3, 3.3.4, 3.3.10, 4.1	TECHNICAL REPORT – STUDY/SERVICES	Electronic Format agreed upon by both parties	Per Task Order Requirements	52000ME/1, 23000E/LTR ONLY

A002	3.2.3, 3.2.4, 3.2.5, 3.2.8, 3.3.3, 3.3.4, 3.3.5, 3.3.6, 3.3.10, 3.5.2, 3.5.3, 4.2	TECHNICAL REPORT – STUDY/SERVICES	Electronic Format agreed upon by both parties	Per Task Order Requirements	52000ME/1, 23000E/LTR ONLY
A003	3.2.7	CONFIGURATION STATUS ACCOUNTING INFORMATION	Electronic Format agreed upon by both parties	Per Task Order Requirements/First submission 40 DAC	52000ME/1, 23000E/LTR ONLY
A004	3.5.1	INTERFACE CONTROL DOCUMENT	Electronic Format agreed upon by both parties	Per Task Order Requirements	52000ME/1, 23000E/LTR ONLY
A005	3.5.1	DEVELOPMENTAL DESIGN DRAWINGS/MODELS AND ASSOCIATED LISTS	Electronic Format agreed upon by both parties	Per Task Order Requirements	52000ME/1, 23000E/LTR ONLY
A006	3.6.1	CONTRACT FUNDS STATUS REPORT	Electronic Format agreed upon by both parties	Per Task Order Requirements/ 40 DAC Initial, EOM+10 subsequent	52000ME/1, 23000E/LTR ONLY
A007	3.6.2, 4.3	CONTRACTORS PROGRESS, STATUS AND MANAGEMENT REPORT	Electronic Format agreed upon by both parties	Per Task Order Requirements/ 40 DAC Initial, EOM+10 subsequent	52000ME/1, 23000E/LTR ONLY
A008	3.6.3, 4.4	TECHNICAL REPORT – STUDY/SERVICES	Electronic Format agreed upon by both parties	Per Task Order Requirements/15 days prior to travel	52000ME/1, 23000E/LTR ONLY
A00A	3.7.3	STATUS REPORT	Electronic Format agreed upon by both parties	First report 30 days after award. Subsequent 365 days after first report	52000ME/1, 23000E/LTR ONLY
A00B	3.7.3	STATUS REPORT	Electronic Format agreed upon by both parties	First report 30 days after award. Subsequent 365 days after first report	52000ME/1, 23000E/LTR ONLY

5.0 TRAVEL

5.1 Frequent and unscheduled local travel will occur in the Point Mugu vicinity. Less frequent long distance travel is expected to occur between the Point Mugu vicinity and the following domestic and foreign locations such as, but not limited to:

Locations	Approximate Number of Trips Per Year
-----------	--------------------------------------

Albuquerque, NM	2
Washington, DC	5
NAWCWD China Lake , CA	6
Huntsville, AL	5
Kodiak, AK	1
Tokyo, Japan	2
White Sands Missile Range (WSMR), NM	2
Fort Worth, TX	2
NSWC Corona, CA	3
Point Loma, CA	3
NAWCAD Pax River, MD	3
Norfolk, VA	3
Anchorage, AK	2
NAS Whidbey Island	2
Pearl Harbor, HI	2
Kwajalein Marshall Islands	1
Pacific Missile Range Facility (PMRF), HI	2
Vandenberg AFB (VAFB), CA	5
Colorado Springs, CO	4

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9505 SYSTEM AUTHORIZATION ACCESS REQUEST NAVY (SAAR-N) REQUIREMENTS FOR INFORMATION TECHNOLOGY (IT) (NAVAIR) (JUN 2009)

(a) Contractor personnel assigned to perform work under this contract may require access to Navy Information Technology (IT) resources (e.g., computers, laptops, personal electronic devices/personal digital assistants (PEDs/PDAs), NMCI, RDT&E networks, websites such as MyNAVAIR, and Navy Web servers requiring Common Access Card (CAC) Public Key Infrastructure (PKI)). Contractor personnel (prime, subcontractor, consultants, and temporary employees) requiring access to Navy IT resources (including those personnel who previously signed SAAR DD Form 2875) shall submit a completed System Authorization Access Request Navy (SAAR-N), OPNAV 5239/14 (Jul 2008) form or latest version thereof, and have initiated the requisite background investigation (or provide proof of a current background investigation) prior to accessing any Navy IT resources. Instructions for processing the SAAR-N forms are available at: [NAVAIR Contractor Forms](#).

(b) SAAR-N forms will be submitted to the Contracting Officer's Representative (COR) or Alternate COR, or to the government sponsor, if the contract does not name a COR or Alternate COR via the contractor's Facility Security Officer (FSO). If the contract does not have an assigned COR or Alternate COR (ACOR), the designated SAAR-N Government Sponsor for contractor employees requiring IT access, [fill-in name] shall be responsible for signing and processing the SAAR-N forms. For those contractors that do not have a FSO, SAAR-N forms shall be submitted directly to the COR/ACOR or designated SAAR-N Government Sponsor. Copies of the approved SAAR-N forms may be obtained through the COR/ACOR or designated SAAR-N Government Sponsor. Requests for access should be routed through the NAVAIR_SAAR.fct@navy.mil mailbox.

(c) In order to maintain access to Navy IT resources, the contractor shall ensure completion of initial and annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required. If requested, the contractor shall provide to the COR/ACOR or designated SAAR-N Government Sponsor documentation sufficient to prove that it is monitoring/tracking the SAAR-N requirements for its employees who are accessing Navy IT resources. For those contractor personnel not in compliance with the requirements of this clause, access to Navy IT resources will be denied/revoked.

(d) The SAAR-N form remains valid throughout contractual performance, inclusive of performance extensions and option exercises where the contract number does not change. Contractor personnel are required to submit a new SAAR-N form only when they begin work on a new or different contract.

**5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL
(NAVAIR)(OCT 2005)**

The Contractor's Technical Proposal Number [P10-1002], dated [1/15/2010], and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification" but the Government's Specification shall take precedence over the Contractor's technical proposal.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.247-9508 PROHIBITED PACKING MATERIALS (NAVAIR) (JUN 1998)

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

5252.247-9510 PRESERVATION, PACKAGING, PACKING AND MARKING FOR FOREIGN MILITARY SALES (FMS) REQUIREMENTS (NAVAIR)(OCT 2005)

(a) Unless specified elsewhere in the contract, packing and packaging shall comply with MIL-STD-129 and other applicable DoD regulations. Packing and packaging materials shall provide protection from abuse during handling and from environmental, magnetic, and electrical damage during handling and subsequent future storage, possibly under less than desirable conditions.

(b) Marking: All unit and exterior containers/packs shall as a minimum be marked as follows:

- (1) FMS Case Number.
- (2) Part Number (with CAGE Code).
- (3) For - the organization/address the material is shipped to.
- (4) The applicable MILSTRIP number (identified separately for each line item of the contract/delivery order)
- (5) Project Code number.
- (6) Project Directive Line Item (PDLI) Number.
- (7) Requisition Serial Number (RSN).
- (8) Quantity.
- (9) From - the contractor's address shipped from.
- (10) Ship to - the shipping address provided in the contract.
- (11) Transportation Priority
- (12) Required Delivery Date

(c) The contractor shall affix labels to the outside of each external pack warning all handlers that fragile, delicate, etc., equipment is contained within and to warn against particular improper handling and storage procedures/conditions as may be applicable to the item(s) ordered.

D-TXT-03 PACKAGING AND MARKING OF SHIPMENTS (APR 2002)

The Contractor shall preserve, package and mark all shipments in accordance with ASTM (American Society of Testing and Materials) D3951-98, Standard Practice for Commercial Packaging.

D-TXT-04 CLASSIFIED MATTER (APR 2002)

Classified matter, if applicable, will be packed and shipped in accordance with transmission instructions contained in the National Industrial Security Program Operating Manual (NISPOM) and the DD Form 254 attached to this contract.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 30-JUL-2010 TO 29-JUL-2015	N/A	N/A FOB: Destination	
0002	POP 30-JUL-2010 TO 29-JUL-2015	N/A	N/A FOB: Destination	
0003	POP 30-JUL-2010 TO 29-JUL-2015	N/A	N/A FOB: Destination	
0004	POP 30-JUL-2010 TO 29-JUL-2015	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The contract shall commence on 7/30/2010 and shall continue thru 7/29/2015. However, the period of performance may be extended in accordance with the option provisions contained herein.

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

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

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is [\$10,000.00]; the maximum quantity is [155,690 hours].

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

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

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. Complete addresses for the abbreviations in Block 14 are shown in paragraph (g) below. Additionally, the technical data shall be delivered to the following cognizant codes, who are listed in Block 6 of the DD Form 1423.

- (1) PCO, Code 254300D.
- (2) ACO, Code [S0512A].

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses: [See Exhibit A CDRLs]

F-TXT-04 DELIVERY OF DATA (MAR 2003)

Data shall be delivered per the schedules and to the destinations listed in the Contract Data Requirements List, DD Form 1423, Exhibit A.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

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

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;

(2) DoD is unable to receive a payment request or provide acceptance in electronic form;

(3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or

(4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contracting Officer has designated

*NAME: (b)(6)

*CODE: 52000ME

*MAILING ADDRESS: 575 I Street Bldg 0053A, Point Mugu, CA 93042

*TELEPHONE NUMBER: (b)(6)

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

(b) The duties of the COR are limited to the following: [See Attached COR Appointment Letter (Attachment 4)]

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: Jim Bailey

PHONE (BUS): 805-484-9082

PHONE (AFTER HOURS): (b)(6)

ALTERNATE:

NAME: Jack Dodd

PHONE (BUS): 805-484-9082

PHONE (AFTER HOURS): (b)(6)

(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 invoiced at the task order level and shall be based on the net direct labor hours expended during the installment period multiplied by the dollars per hour (based on the fixed fee divided by the level of effort in hours) rate established for each CLIN. The fixed fee for CLIN 0001 shall be paid at the rate of ^{(b)(4)} per direct labor hour. 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

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (NAVAIR) (MAR 2006)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) by the DOD Electronic Document Access (EDA) system. DFAS is responsible for payment of contractor invoices.

(a) In accordance with FAR Clause 52.232-33 "Payment By Electronic Funds Transfer--Central Contractor Registration", the contractor is responsible for providing updated information to the Central Contractor Register (CCR) database. Additionally, the contractor is responsible for maintaining its active status in the CCR database.

(b) If the DUNS, CAGE code, TIN or address set forth in the contract do not match the information in the CCR, then DFAS will return invoices without payment. Therefore, it is imperative that the contractor ensure the DUNS, CAGE code, TIN and contractor address on the contract are accurate and in compliance with the CCR database. Additionally, any changes/updates made to the CCR database should be communicated to the Contracting Officer for the purpose of modifying the contract to reflect the new data.

CLAUSES INCORPORATED BY FULL TEXT

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

(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			
DoDAAC Description	Located in Block			
	DD1155	SF26	SF33	SF1449
Issuing Office DoDAAC	6	5	7	9
Administrating Office DoDAAC	7	6	24	16
Inspector's DoDAAC	See Schedule	See Schedule	See Schedule	See Schedule
Ship To/Service Acceptor DoDAAC	6	5	7	9
Pay Office DoDAAC	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
(b)(6)	, (b)(6)	, (b)(6)	WAWF Acceptor

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.

5252.242-9513 FUNDING TO BE PROVIDED ON TASK ORDERS (NAVAIR) (OCT 2005)

All funding for this contract will be provided on the individual task orders. Task order 0001 issued concurrent to award of this contract meets the Government's minimum requirement.

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: jim.bailey@emc-inc.com

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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

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

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, or Compressed Work Schedule Alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

(c) The Naval Air Warfare Center Weapons Division works a 4/5/9 work schedule. Therefore alternate Fridays are not a part of the normal workweek for work performed on-site at a Naval Air Warfare Center Weapons Division site. The majority of the Government offices are closed on alternate Fridays.

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

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9512 PAPERLESS CONTRACTING (NAVAIR) (JUN 2009)

(a) Orders and requests for proposals are hereby authorized to be issued by facsimile or by electronic commerce (including e-mail and paperless methods of delivery). Nothing in this contract should be read to prohibit these types of orders. In the event of a conflict with any other provision of this contract, this clause shall govern.

(b) To the extent the terms "written", "mailed", or "physically delivered" appear in other provisions of this contract, these terms are hereby defined to explicitly include electronic commerce, email, or paperless delivery methods.

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9534 TASK ORDER PROCEDURES (NAVAIR) (OCT 2005)

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

Naval Air Warfare Center Weapons Division
Contracts Department

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

(b) Task orders. All orders issued hereunder are subject to the terms and conditions of this contract. The contract shall control in the event of conflict with any order. When mailed, an order shall be "issued" for purposes of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the contractor.

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

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

(d) Negotiated Agreement. For task orders with an estimated value of greater than **\$5,000.00**, the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

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

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

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

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

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

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

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

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

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

(A) notify the Ordering Officer immediately,

(B) submit a proposal for the work requested in the task order,

(C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9540 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (NAVAIR) (NOV 2003)

(a) Unless the procedures in paragraphs (b) and (c) are utilized orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally unpriced order.

(1) The unilaterally unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(2) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order.

(3) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule.

(4) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue a modification to the unilaterally unpriced order that establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests to negotiate the price by submission of a proposal.

(5) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes".

(c) For orders under \$100,000, the procedures for reaching agreement are as follows:

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

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

(i) notify the Ordering Officer within three working days

(ii) submit a proposal for the work requested in the order,

(iii) not commence performance until such time that the differences between the order and contractor's proposal are resolved and a modification, if necessary, is issued.

CLAUSES INCORPORATED BY FULL TEXT

5252.225-9506 VERIFICATION OF "SHIP TO" AND/OR "NOTICE OF AVAILABILITY" ADDRESS (NAVAIR) (JAN 1992)

The contractor shall submit a request in duplicate to the Transportation Office of the cognizant Contract Administration Office for verification of the "Ship to" address. If the offer/release instructions require a "Notice of Availability" the contractor shall also request verification of the address to which notification will be made (the 'IAC 3' address). Such requests shall be submitted at least ten (10) days in advance of (i) date Notice of Availability is to be submitted, or (ii) actual shipping date, if shipment is to be released automatically.

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Export of information contained herein, which includes release to foreign nationals within the United States, without first obtaining approval or license from the Department of State for items controlled by the International

Traffic in Arms Regulations (ITARS), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION (NAVAIR) (FEB 2009)

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

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

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

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

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

CLAUSES INCORPORATED BY FULL TEXT

5252.228-9501 LIABILITY INSURANCE (NAVAIR) (MAR 1999)

The following types of insurance are required in accordance with the clause entitled, 52.228-7, "Insurance-- Liability to Third Persons" and shall be maintained in the minimum amounts shown:

(a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.

(b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.

(c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

CLAUSES INCORPORATED BY FULL TEXT

**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.

CLAUSES INCORPORATED BY FULL TEXT

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)".

CLAUSES INCORPORATED BY FULL TEXT

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.

CLAUSES INCORPORATED BY FULL TEXT

5252.242-9517 PROGRESS AND STATUS REPORT, IDIQ CONTRACTS WITH LEVEL OF EFFORT PROVISIONS (NAVAIR) (OCT 2005)

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

- (1) Identification Elements
 - (i) Contract, Invoice and Control Numbers
 - (ii) Contractor's Name and Address
 - (iii) Date of Report
 - (iv) Reporting (invoicing) Period
- (2) Delivery Order Description Elements. For each delivery order invoice, the report shall include:
 - (i) Delivery order number
 - (ii) Number of hours and labor categories as awarded in delivery order.
 - (iii) Labor hours expended for the reporting period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each.
 - (iv) Labor hours, by labor category anticipated to be required for completion of delivery order.
 - (v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals and total number of travelers.

(vi) List of materials and other direct cost items expended in performance of the delivery order during the reporting period.

(vii) The same information as specified in a. through f. above is required for any subcontractor performance on the delivery order.

(b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.

(c) Each period of performance and associated labor hours of the contract shall stand alone. Accordingly, when a new period begins (i.e., 1st option year, 2nd option year) the labor, travel, and material shall be reported for each performance period.

(d) Distribution of the report shall, as a minimum, be one (1) copy to the Contracting Officer, Code 220000D, and one (1) copy to the Contracting Officer's Representative (COR). Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

(e) COR will insure this report and copies of the invoice are retained.

CLAUSES INCORPORATED BY FULL TEXT

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 [].

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:

M.A. Hicks
Naval Air Warfare Center, Weapons Division (NAWCWD)
429 E. Bowen Rd. MS 4015
China Lake, CA 93555-6108

5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT (NAVAIR) (FEB 2009)

(a) Authorization is granted to use the Government property identified below without rental charge in the performance of this contract and subcontracts of any tier issued hereunder (see FAR 45.201(a) for further information regarding identification requirements) :

(1) Government property currently accountable and managed under the following contracts:

Contract Number	Nomenclature/Description	Part/Model/Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
NONE*							

(2) Government furnished property to be provided under this contract:

Nomenclature/Description	Part/ Model Number and National Stock Number	Mfg	Serial Number (Unique Item Identifier)	Quantity/Unit of Issue	As Is: Yes/No	Unit Acq Cost
NONE*						

(3) Government furnished material, as defined in FAR 45.101, to be provided under this contract:

Nomenclature and Description	Part Number	Mfg	Unit of Issue	Quantity	As Is: Yes/No	Unit Acq Cost
NONE*						

(4) If authority has been granted in accordance with FAR 51.102, Contractor access to Government supply sources is authorized for the following items:

Schedule/Source	Nomenclature/Description	Part Number	Mfg	Unit of Issue	Quantity Authorized	Unit Acq Cost
NONE*						

(b) The contractor shall prepare requisition documentation for the items listed in paragraph (a)(4) above in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1- M, Chapter 11, which is available at <http://www.dtic.mil/whs/directives> under publications. The contractor shall submit all requisitions for material from the supply system to the Material Control Activity specified in Section G of this contract.

(c) Government property provided above (except for special tooling and special test equipment as defined in FAR 2.101) shall not be installed or constructed or otherwise affixed to property not owned by the Government in such a fashion as to be nonseverable unless written authorization has been obtained from the Contracting Officer.

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

*No Government property is being provided at the contract level. If required, property shall be provided at the order level.

H-TXT-15 DESIGNATION OF CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (OCT 2002)

(a) The Contracting Officer has designated:

NAME (b)(6)

CODE 52000ME

MAIL ADDRESS 575 I Street Bldg 0053A, Point Mugu, CA 93042

TELEPHONE NO. (b)(6)

as the authorized Contracting Officer's Security Representative (COSR) for this contract/order.

(b) The Contracting Officer's Security Representative (COSR) is responsible for the security administration of this contract as required by SECNAVINST 5510.36, Department of the Navy Information Security Program (ISP) Regulation.

(c) The COSR is responsible for signing the Contract Security Classification Specification (DD 254), and revisions thereto. The COSR shall ensure that the industrial security functions specified in chapter 11 of SECNAVINST 5510.36 are accomplished when classified information is provided to industry for performance on a contract.

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
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.203-14	Display of Hotline Poster(s)	DEC 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.208-9	Contractor Use of Mandatory Sources of Supply or Services	OCT 2008
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	MAR 2009
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
52.215-13	Subcontractor Cost or Pricing Data--Modifications	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
52.219-9 Alt II	Small Business Subcontracting Plan (Apr 2008) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
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
52.222-39	Notification of Employee Rights Concerning Payment of Union Dues or Fees	DEC 2004
52.222-50	Combating Trafficking in Persons	FEB 2009

52.222-54	Employment Eligibility Verification	JAN 2009
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-16 Alt I	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 200&0 Alternate I	DEC 2007
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	DEC 2007
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	OCT 2008
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	OCT 2008
52.230-6	Administration of Cost Accounting Standards	MAR 2008
52.232-17	Interest	OCT 2008
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
52.237-3	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 II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	AUG 2009
52.245-1	Government Property	JUN 2007
52.245-2	Government Property Installation Operation Services	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-21	Contractor Liability for Personal Injury and/or Property Damage	APR 1984
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	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
252.204-7009	Requirements Regarding Potential Access to Export-Controlled Items	JUL 2008
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
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
252.225-7013	Duty-Free Entry	OCT 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests 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
252.242-7004	Material Management And Accounting System	JUL 2009
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	AUG 2009
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 7/30/2010 through 7/29/2015.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of 155,690 hours;

(2) Any order for a combination of items in excess of 155,690 hours; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 12 months after expiration of the contract.

52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged

business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

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

(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. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(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 date specified in the contract for exercising 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/sizestandardsttopics/>.

(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 that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause 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 \$0.00 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.

52.233-4 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:

___ No Subcontracts proposed. _____

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.

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock, the Contractor shall --

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late Contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address: [5051 Verdugo Way, Suite 200 Camarillo, CA 93012]:

Government Remittance Address: [M.A. Hicks, Naval Air Warfare Center, Weapons Division (NAWCWD), 429 E. Bowen Rd. MS 4015, China Lake, CA 93555-6108]

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.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Exhibit A CDRLs	10	22-APR-2009
Attachment 1	Attach. (1) LOE Spreadsheet	7	17-NOV-2009
Attachment 2	Attach. (2) DD 254	3	
Attachment 3	Attach. (3) QASP	8	17-NOV-2009
Attachment 4	COR Appointment Letter	3	19-APR-2010

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188				
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.									
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER: MISC						
D. SYSTEM/ITEM NAWC Sea Range and Pacific Operations Support Services		E. CONTRACT/PR NO.		F. CONTRACTOR					
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM CONFIGURATION STATUS ACCOUNTING INFORMATION			3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-81253A		5. CONTRACT REFERENCE SOW Para 3.2.7		6. REQUIRING OFFICE NAWCWD CODE 52000ME					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 40 DAC	14. DISTRIBUTION					
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES			
<p>Block 4: May be in contractor format as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement shall be provided by the Government prior to 1st submittal.</p> <p>Blocks 12 & 13: Document shall be delivered as identified in individual task orders.</p> <p>Block 14: Shall be submitted in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.</p>				Draft		Final			
						Reg	Repro		
				Code 52000ME		0	1	0	
				Code 230000E			LTR	ONLY	
15. TOTAL				0	1	0			
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 090410	I. APPROVED BY <i>San Murphy</i> DRRB Chairperson		J. DATE 090422				

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER: MISC	
D. SYSTEM/ITEM NAWC Sea Range and Pacific Operations Support Services		E. CONTRACT/PR NO.	F. CONTRACTOR	
1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM CONTRACT FUNDS STATUS REPORT (CFSR)		3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81468		5. CONTRACT REFERENCE SOW Para 3.6.1		6. REQUIRING OFFICE NAWCWD CODE 52000ME
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 40 DAC	14. DISTRIBUTION a. ADDRESSEE Code 52000ME Code 230000E
8. APP CODE N/A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION EOM +10	b. COPIES Draft Final Reg LTR Repro ONLY	
<p>Block 4: May be in contractor format as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement shall be provided by the Government prior to 1st submittal.</p> <p>Blocks 12 & 13: Document shall be delivered as identified in individual task orders.</p> <p>Block 14: Shall be submitted in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.</p>				15. TOTAL
				0
				1
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
				0
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 090410	I. APPROVED BY <i>in Murphy</i> DRRB Chairperson	
				J. DATE 090422

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.										
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER: MGMT							
D. SYSTEM/ITEM NAWC Sea Range and Pacific Operations Support Services			E. CONTRACT/PR NO.		F. CONTRACTOR					
1. DATA ITEM NO. A007		2. TITLE OF DATA ITEM CONTRACTORS PROGRESS, STATUS AND MANAGEMENT REPORT			3. SUBTITLE Monthly Status					
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227			5. CONTRACT REFERENCE SOW Para 3.6.2, 4.3		6. REQUIRING OFFICE NAWCWD CODE 52000ME					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 40 DAC		14. DISTRIBUTION					
8. APP CODE N/A	11. AS OF DATE EOM	13. DATE OF SUBSEQUENT SUBMISSION EOM + 10								
<p>Block 4: May be in contractor format as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement shall be provided by the Government prior to 1st submittal.</p> <p>Blocks 12 & 13: Monthly status reports shall be delivered for each task order</p> <p>Block 14: Shall be submitted in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.</p>					a. ADDRESSEE		b. COPIES			
							Draft		Final	
							Reg		Repro	
					Code 52000ME		0	1	0	
					Code 230000E		0	1	0	
15. TOTAL →					0	2	0			
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 090410	I. APPROVED BY <i>Lee Murphy</i> DRRB Chairperson		J. DATE 090422				

DD Form 1423-1, 1 Jun 90

**LEVEL OF EFFORT
FOR
PACIFIC OPERATIONS SUPPORT SERVICES
N68936-09-R-0053**

GOVERNMENT LABOR CATEGORY	CONTRACTOR EQUIVALENT	HRS	YEAR ONE
			LABOR COSTS
<i>Program Manager</i>		2100	\$ -
<i>Sr. Project Engineer</i>		11582	\$ -
<i>Project Engineer</i>		11240	\$ -
<i>Engineer</i>		6216	\$ -
TOTAL HOURS		31138	
LABOR COSTS			\$ -
LABOR SURCHARGES			\$ -
OVERALL LABOR COSTS			\$ -
TRAVEL			\$ 113,545.00
MATERIAL & SUBCONTRACTS			\$ 406,000.00
SURCHARGES			\$ -
OVERALL TRAVEL AND MATERIAL COSTS			\$ 519,545.00
TOTAL COSTS: (\$K)			\$ 519,545.00

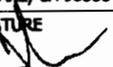
LABOR CATEGORY	CONTRACTOR EQUIVALENT	HRS	YEAR TWO LABOR COSTS
<i>Program Manager</i>		2100	\$ -
Sr. Project Engineer		11582	\$ -
<i>Project Engineer</i>		11240	\$ -
<i>Engineer</i>		6216	\$ -
TOTAL HOURS		31138	
LABOR COSTS			\$ -
LABOR SURCHARGES			\$ -
OVERALL LABOR COSTS			\$ -
TRAVEL			\$ 113,545.00
MATERIAL & SUBCONTRACTS			\$ 406,000.00
SURCHARGES			\$ -
OVERALL TRAVEL AND MATERIAL COSTS			\$ 519,545.00
TOTAL COSTS: (\$K)			\$ 519,545.00

LABOR CATEGORY	CONTRACTOR EQUIVALENT	HRS	YEAR THREE LABOR COSTS
Program Manager		2100	\$ -
Sr. Project Engineer		11582	\$ -
Project Engineer		11240	\$ -
Engineer		6216	\$ -
TOTAL HOURS		31138	
LABOR COSTS			\$ -
LABOR SURCHARGES			\$ -
OVERALL LABOR COSTS			\$ -
TRAVEL			\$ 113,545.00
MATERIAL & SUBCONTRACTS			\$ 406,000.00
SURCHARGES			\$ -
OVERALL TRAVEL AND MATERIAL COSTS			\$ 519,545.00
TOTAL COSTS: (\$K)			\$ 519,545.00

GOVT LABOR CATEGORY	CONTRACTOR EQUIVALENT	HRS	YEAR FOUR LABOR COSTS
Program Manager		2100	\$ -
Sr. Project Engineer		11582	\$ -
Project Engineer		11240	\$ -
Engineer		6216	\$ -
TOTAL HOURS		31138	
LABOR COSTS			\$ -
LABOR SURCHARGES			\$ -
OVERALL LABOR COSTS			\$ -
TRAVEL			\$ 113,545.00
MATERIAL & SUBCONTRACTS			\$ 406,000.00
SURCHARGES			\$ -
OVERALL TRAVEL AND MATERIAL COSTS			\$ 519,545.00
TOTAL COSTS: (\$K)			\$ 519,545.00

GOVERNMENT LABOR CATEGORY	CONTRACTOR EQUIVALENT	HRS	YEAR FIVE LABOR COSTS
Program Manager		2100	\$ -
Sr. Project Engineer		11582	\$ -
Project Engineer		11240	\$ -
Engineer		6216	\$ -
TOTAL HOURS		31138	
LABOR COSTS			\$ -
LABOR SURCHARGES			\$ -
OVERALL LABOR COSTS			\$ -
TRAVEL			\$ 113,545.00
MATERIAL & SUBCONTRACTS			\$ 406,000.00
SURCHARGES			\$ -
OVERALL TRAVEL AND MATERIAL COSTS			\$ 519,545.00
TOTAL COSTS: (\$K)			\$ 519,545.00

DEPARTMENT OF DEFENSE CONTRACT CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING	
(The requirement of the DoD Industrial Security Manual apply to all security aspects of this effort.)				a. FACILITY CLEARANCE REQUIRED TOP SECRET	
				b. LEVEL OF SAFEGUARDING REQUIRED SECRET	
Reference No:					
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IF FOR: (X and complete as applicable)		
<input checked="" type="checkbox"/>	a. PRIME CONTRACT NUMBER N68936-10-D-0037		<input checked="" type="checkbox"/>	a. Original (Complete date in all cases) Date (YYYY/MM/DD) 2010/04/13	
<input type="checkbox"/>	b. SUBCONTRACT NUMBER		<input type="checkbox"/>	b. REVISED (Supersedes all previous)	Revision No: Date (YYYY/MM/DD) //
<input type="checkbox"/>	c. SOLICITATION OR ANOTHER NUMBER N68936-09-R-0053		<input type="checkbox"/>	c. FINAL (Complete Item 5 in all cases) Date (YYYY/MM/DD) //	
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No					
Classified material received or generated under			N68936-05-D-0008		
If Yes, complete the following: (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL FORM 254? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					
In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE ENGINEERING MANAGEMENT CONCEPTS, INC 5051 VERDUGO WAY, SUITE 200 CAMARILLO CA 93012		b. CAGE CODE 1DB04	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DEFENSE SECURITY SERVICE (IOPWP) 3452 E. FOOTHILL BOULEVARD, SUITE 525 PASADENA, CA 91107-3142		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE N/A		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A		
8. ACTUAL PERFORMANCE					
a. LOCATION SAME AS 6.a		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) SAME AS 6.c		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT NAWC SEA RANGE AND PACIFIC OPERATIONS SUPPORT SERVICES TPOC: JEFF COLLOM, 805-989-9787; MICHAEL HUTSON, 805-989-0524					
10. CONTRACTOR WILL REQUIRE ACCESS TO:					
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
b. RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
d. FORMERLY RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
e. INTELLIGENCE INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
(1) Sensitive Compartmental Information (SCI)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY	
(2) Non-SCI		<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
f. SPECIAL ACCESS INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
g. NATO INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
k. OTHER (Specify)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	l. OTHER (Specify)	

12. PUBLIC RELEASE. Direct <input type="checkbox"/> Through (Specify) <input checked="" type="checkbox"/>	Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be COMMANDER NAWCWD, 1 ADMINISTRATION CIRCLE, ATTN: PUBLIC AFFAIRS STOP 1013, CHINA LAKE, CA 93555-6100,	
13. SECURITY GUIDANCE. N68936-10-D-0037	<p style="font-size: small;">The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor needs for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. Fill in as appropriate for the the classified effort. Attach or forward under separate correspondence, any documents/guides/extracts referenced herein. Add</p> <p>TECHNICAL PAPERS, BRIEFINGS, PRESENTATIONS, EITHER CLASSIFIED OR UNCLASSIFIED TO BE PRESENTED AT CLASSIFIED SYMPOSIA MUST BE SUBMITTED TO NAWCWD 7.4.1 FOR APPROVAL PRIOR TO PRESENTATION. UNCLASSIFIED MATERIAL, (INCLUDING GRAPHICS) INTENDED FOR PUBLIC RELEASE OR POSTING ON INTERNET/WORD WIDE WEB SITES WILL BE FORWARDED FOR REVIEW TO THE OFFICE LISTED IN ITEM 12 ABOVE BEFORE RELEASE. TRANSMISSION BY NON-SECURE FACSIMILE OF TECHNICAL PAPERS, BRIEFINGS OR PRESENTATIONS IS NOT AUTHORIZED.</p> <p>THIS SOLICITATION DD254 IS FOR THE BASIC CONTRACT. TASK ORDERS WILL BE ISSUED UNDER THE AWARDED CONTRACT, WHICH MAY INCLUDE DIFFERENT PERFORMANCE LOCATIONS. CLASSIFICATION GUIDANCE WILL BE PROVIDED BY THE GOVERNMENT AT EACH SITE BEING VISITED.</p> <p>A FINAL U.S. GOVERNMENT CLEARANCE, AT THE APPROPRIATE LEVEL, IS REQUIRED FOR ACCESS TO CLASSIFIED FOREIGN GOVERNMENT INFORMATION. WRITTEN APPROVAL OF THE CONTRACTING OFFICER IS REQUIRED PRIOR TO SUBCONTRACTING.</p> <p>FOR OFFICIAL USE ONLY INFORMATION GENERATED AND/OR PROVIDED UNDER THIS CONTRACT SHALL BE SAFEGUARDED AND MARKED AS SPECIFIED IN DoD 5400.7-R, CHAPTER 3 AND DoD 5200.1-R, APPENDIX 3 (ATTACHED).</p> <p>FOR ALL WORK PERFORMED ABOARD NAVAL AIR WARFARE CENTER SITES, THE APPLICABLE INFORMATION SECURITY REGULATIONS WILL BE SECNAV 5510.36 AND LOCAL NAWCWDINST 5510.4.</p> <p>CLASSIFIED MATERIAL PROVIDED TO THE CONTRACTOR WILL BE APPROPRIATELY MARKED.</p> <p>ANY CLASSIFIED INFORMATION/MATERIAL GENERATED IN PERFORMANCE OF THIS CONTRACT WILL BE CLASSIFIED IN ACCORDANCE WITH SOURCE MATERIAL AND/OR CLASSIFICATION GUIDES PROVIDED BY NAWCWD TPOC AND WILL CARRY THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTIONS, WARNING NOTICES AND CONTROL MARKINGS APPLICABLE. A LISTING OF SOURCE MATERIAL WILL BE INCLUDED AS A PART OF THE DOCUMENT. ANY CLASSIFIED MATERIAL/INFORMATION RECEIVED AND/OR GENERATED WILL BE SAFEGUARDED ON SITE.</p> <p>THE LEVEL OF WORK PERFORMANCE, AND SAFEGUARDING, WILL BE LIMITED TO THE SECRET LEVEL AT THE CONTRACTOR FACILITY.</p> <p>CONTRACTOR WILL BE FABRICATING, MODIFYING AND STORING CLASSIFIED HARDWARE AT THEIR FACILITY, AND SHALL PROVIDE APPROPRIATE STORAGE AND SAFEGUARDING CAPABILITY.</p> <p>CONTRACTOR IS AUTHORIZED TO USE THE SERVICES OF DTIC, UPON THE PROPER REGISTRATION, PRIOR TO USING THIS SERVICE.</p> <p>CONTRACTOR REQUIRES THE USE OF THE SERVICES OF DCS. WRITTEN APPROVAL FROM THE COMMANDER OF DEFENSE COURIER SERVICE, MUST BE OBTAINED BEFORE AUTHORIZATION IS APPROVED. PRIOR APPROVAL OF THE USER AGENCY IS REQUIRED BEFORE A SUBCONTRACTOR CAN BE AUTHORIZED TO USE THE SERVICES OF DCS.</p> <p>THE CONTRACTOR SHALL DEVELOP, IMPLEMENT AND MAINTAIN A FACILITY LEVEL OPSEC PROGRAM TO PROTECT CLASSIFIED AND CONTROLLED UNCLASSIFIED INFORMATION TO BE USED AT THE CONTRACTOR FACILITY DURING THE PERFORMANCE OF THIS CONTRACT. THE OPSEC PLAN SHALL BE SUBMITTED TO NAWCWD WITHIN 90 DAYS OF CONTRACT AWARD FOR ACCEPTANCE AND APPROVAL. THE CONTRACTOR SHALL MAIL THE PRELIMINARY DRAFT OF OPSEC PLAN TO: COMMANDER NAWCWD, 1 ADMINISTRATION CIRCLE, CODE 741000D STOP 1301. A FINAL PLAN IS DUE 45 DAYS FROM THE DATE THAT THE DRAFT OPSEC PLAN IS APPROVED. WHILE PERFORMING ABOARD NAWCWD SITES, THE CONTRACTOR SHALL COMPLY WITH THE PROVISIONS OF OPNAVINST 3432.1 AND THE LOCAL COMMAND NAWCWDINST 3432.1A (SERIES) FOR OPERATIONS SECURITY; AT ALL OTHER SITES, THE CONTRACTOR SHALL COMPLY WITH THE LOCAL COMMAND AND/OR PROGRAM OPSEC PLAN.</p> <p>CONTRACTORS POSSESSING RECIPROCAL CLEARANCES ARE NOT ELIGIBLE FOR ACCESS TO INFORMATION RELEASED TO OR DEVELOPED UNDER THIS CONTRACT. SUBCONTRACTING TO CONTRACTORS WITH RECIPROCAL CLEARANCES REQUIRES PRIOR USER AGENCY APPROVAL.</p> <p>IF ADDITIONAL SECURITY CLASSIFICATION IS REQUIRED, PLEASE CONTACT THE COSR IN BLOCK 16.a.</p>	
14. ADDITIONAL SECURITY REQUIREMENTS.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>Requirements, in addition to ISM requirements, are established for the contract. (If Yes, identify th pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)</small> SEE ITEM 13 ABOVE	
15. INSPECTIONS.	Elements of this contract are outside the inspection responsibility of the cognizant security office. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
16. CERTIFICATIONS AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.		
a. TYPED NAME OF CERTIFYING OFFICIAL JOHN TROWBRIDGE	b. TITLE CONTRACTING OFFICER'S SECURITY REPRESENTATIVE	c. TELEPHONE (Include Area Code) 760-939-0987
d. ADDRESS (Include Zip Code) COMMANDER NAWCWD 1 ADMINISTRATION CIRCLE ATTN: 741000D, STOP 1301 CHINA LAKE, CA 93555-6100	17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY	
e. SIGNATURE 	15 APR 2010	

PAST PERFORMANCE QUESTIONNAIRE COVER SHEET

Name of offeror questionnaire is being completed for: _____

Name of Company or Activity completing questionnaire: _____

Location: _____ Contract Number: _____

Person Completing Questionnaire:

Name: _____ Title: _____

Phone Number _____ FAX: _____ Email _____

Length of time your firm has been involved with the offeror: _____

Submit past performance cover sheet and questionnaire by specified in the solicitation to:

The following addresses and points of contact are provided:

Name: Collin Kyte

Phone: (760) 939-2634 FAX: (760) 939-8329 Email address: collin.kyte@navy.mil

RATING SCALE

Please use the following ratings to answer the questions. If you are unable to rate an item because it was not a requirement, never an issue, or you have no knowledge of the item in question, then you should mark "NA".

EVALUATION CRITERIA

Excellent - The offeror's performance was consistently superior. The contractual performance was accomplished with only minor problems for which corrective action taken by the contractor was highly effective.

Good - The offeror's performance was highly satisfactory, and you would willingly do business with the offeror again. The contractual performance was accomplished with minor problems. Corrective actions taken by the contractor were effective.

Neutral - No record exists.

Average - The offeror's performance was satisfactory and you would consider awarding a contract to the offeror again. The contractual performance reflects a problem for which the contractor has not yet implemented corrective actions.

Poor - The offeror's performance was entirely unsatisfactory and you would not do business with the offeror again under any circumstances. The contractual performance being assessed contains problems for which the contractor's corrective actions appear to be or were ineffective.

NOTE: For statements indicating "Poor", please provide a brief explanation in the comments section of the survey.

**Attachment (3) Continued
CONTRACTOR PERFORMANCE EVALUATION SURVEY**

POOR AVERAGE NEUTRAL GOOD EXCELLENT

a.) QUALITY OF PRODUCT OR SERVICE:

- (1) The Contractor provided a product or service that conformed to contract requirements, specifications, and standards of good workmanship.
- (2) The Contractor submitted accurate reports.
- (3) The Contractor utilized personnel that were appropriate to the effort performed.

b.) COST CONTROL:

- (1) The Contractor performed the effort within the estimated cost/price.
- (2) The Contractor submitted accurate invoices on a timely basis.
- (3) The Contractor demonstrated cost efficiencies in performing the required effort.
- (4) The actual costs/rates realized closely reflected the negotiated costs/rates.

c.) SCHEDULE:

- (1) The tasks required under this effort were performed in a timely manner and in accordance with the period of performance of the contract.
- (2) The Contractor was responsive to technical and/or contractual direction.

d.) BUSINESS RELATIONSHIPS:

- (1) The Contractor demonstrated effective management over the effort performed.
- (2) The Contractor maintained an open line of communication so that the Contracting Officer's Representative (COR) and/or Technical Point of Contact (TPOC) were apprised of technical, cost, and schedule issues.
- (3) The Contractor presented information and correspondence in a clear, concise, and businesslike manner.

**Attachment (3) Continued
CONTRACTOR PERFORMANCE EVALUATION SURVEY**

POOR AVERAGE NEUTRAL GOOD EXCELLENT

(4) The Contractor promptly notified the COR, TPOC, and/or Contracting Officer in a timely manner regarding urgent issues.					
(5) The Contractor cooperated with the Government in providing flexible, proactive, and effective recommended solutions to critical program issues.					
(6) The Contractor made timely award to, and demonstrated effective management of, its subcontractors.					
(7) The Contractor placed purchase orders and subcontracts for supplies and services using sound business judgment, comprehensive procedures, adequate cost or price analysis, and well-documented decisions					
(8) The Contractor relied on their approved purchasing system for placing orders and subcontracts under the simplified acquisition threshold (\$100,000).					
(9) The Contractor demonstrated an effective small/small disadvantaged business subcontracting program.					

e.) CUSTOMER SATISFACTION:

(1) The products/services provided adequately met the needs of the program.					
(2) The Contractor was able to perform with minimal or no direction from the COR or the TPOC.					
(3) I am satisfied with the performance of the Contractor under this effort.					

f.) KEY PERSONNEL:

(1) The labor turnover in key personnel labor categories was minimal and did not adversely affect Contractor performance.					
(2) The Contractor proposed qualified personnel to fulfill the requirements of the contract.					

COMMENTS: _____

**Quality Assurance Surveillance Plan (QASP)
SEA RANGE AND PACIFIC OPERATIONS
Support Services**

1. Purpose

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure systematic quality assurance methods are used in the administration of the performance based services under the planned contract. The intent is to ensure that the Contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the contract.

This contract requirement as defined in the Statement of Work (SOW) is for engineering support services for the Sea Range and Pacific Operations Division (52000ME) at the Naval Air Warfare Center Weapons Division (NAWCWD). Generally, the Contractor will perform a variety of engineering, technical and management services related to test planning, test support and coordination, test operational support, engineering analysis, systems engineering and program management in support of programs such as the Missile Defense Agency (MDA). The MDA established the Pacific Range Support Team (PRST) to coordinate and support its test operations. The PRST, of which NAWCWD Range Department is a member, exemplifies a customer with complex requirements. Range support of the PRST requires interfacing with many other military and commercial ranges and contractors who are testing the systems that they are developing. Another

It is anticipated that this performance based requirement will be met by issuing a single Indefinite Delivery Indefinite Quantity (IDIQ) contract award. The basic contract will have a cost-plus-fixed-fee labor CLIN and cost-reimbursable CLINs for travel and material/subcontracts. The contract will be for a five-year period. A properly executed QASP will assist the Government in achieving the objectives of this procurement.

2. Authority

Authority for issuance of this QASP is provided by Section E Inspection and Acceptance, which provides for inspection and acceptance of the services and documentation called for in task orders, to be executed by the Contracting Officer or a duly authorized representative.

3. Scope

To fully understand the roles and responsibilities of the parties, it is important to first define the distinction in terminology between Quality Control Plan and the Quality Assurance Surveillance Plan. The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract.

The QASP on the other hand, is put in place to provide Government surveillance oversight of the Contractor's efforts to assure that they are timely, effective and are delivering the results specified in the contract.

4. Government Resources

The following definitions for Government resources are applicable to this plan:

Contracting Officer - A person duly appointed with the authority to enter into (Procuring Contracting Officer) (PCO) or administer (Administrative Contracting Officer) (ACO) contracts and make related determination and findings on behalf of the Government. The PCO for this contract is AIR 2.5.4.3. The ACO will be designated in the resulting contract. Contracting Officers are designated via a written warrant, which sets forth limitations of authority.

Contracting Officer's Representative (COR) - An individual appointed in writing by the PCO to act as their authorized representative to assist in administering the contract. The COR will be appointed in the resulting contract. The limitations of authority are contained in a written letter of appointment.

5. Responsibilities

The following Government resources shall have responsibility for the implementation of this QASP:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Contracting Officer's Representative (COR) – The COR is responsible for technical administration of the contract and assures proper Government surveillance of the contractor's performance. The COR is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms or conditions shall be referred to the Contracting Officer for action.

6. Methods of QA Surveillance

- a. **Contractor Performance Assessment Report System (CPARS)** – The market place for engineering and management support services is very competitive. As such, the successful offeror has a vested interest in the Government generated CPARS rating under this contract. Additionally, an evaluation using the CPARS format will be performed at the midpoint of each period of performance. This evaluation will be one determinant in exercising an option. The Government for this procurement will address the quality of product or service, schedule, cost control, business relations,

management, and other important areas. As this information may affect future source selections throughout DoD, and the continuation of the contract, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

- b. **QASP** - The below listed methods of surveillance shall be used by the COR in the technical administration of this QASP. In addition to the below instructions, the form to be used for documentation of quality assurance surveillance is the Surveillance Activity Checklist provided as Enclosure (3) herein.

7. Surveillance

Enclosures (1) sets forth the performance standards, incentives, and surveillance methods for the contractor and COR while enclosure (2) provides the checklist and means for the COR to document on a monthly basis the results of the surveillance and shall be provided to the Contracting Officer on a monthly basis.

8. Documentation

In addition to providing monthly reports to the Contracting Officer, the COR will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function, including the originals of the Quality Assurance Checklists. All such records will be maintained for the life of the contract. The COR shall forward these records to the Contracting Officer at termination or completion of the contract.

9. Enclosures

- Enclosure (1) Performance Requirement Summary
- Enclosure (2) Quality Assurance Monitoring Form

ENCLOSURE 1: PERFORMANCE REQUIREMENTS SUMMARY

Required Services (Tasks)	Performance Standards	Acceptable Quality Levels	Methods of Surveillance	Incentive
<p>Cost</p> <p>The contractor shall ensure that incurred costs and hours are consistent with the value of the services and products received by the government.</p>	<p>The value received is commensurate with the costs and hours expended. All funding and cost status reports are accurate and complete and submitted IAW contract requirements</p>	<p>The value received is commensurate with the costs and hours expended. All funding and cost status reports are accurate and complete and submitted IAW contract requirements.</p>	<p>Task Order Managers shall review contractor submitted Monthly Status and Funds Expenditure Reports throughout the period of performance of the respective Task Orders</p> <p>At the discretion of the TOM, surveys may be sent to the IPT members and other government teammates.</p>	<p>(+) Meets the acceptable performance definition as a condition for opportunity to compete for new orders under this contract. (-) Does not meet the acceptable performance definition as a condition for opportunity to compete for new orders under this contract.</p>
<p>Schedule</p> <p>The contractor shall conduct PWS tasking in alignment with NAWCWD Sea Test Range mission and product schedules and milestone events.</p>	<p>PWS tasking is performed without causing programmatic delay to the government. All products are submitted timely.</p>	<p>PWS tasking is performed without causing delay to the government. All products and support are submitted or performed timely without adverse affect to government schedules, plans or milestones.</p>	<p>Inspection will be based upon government teammates' evaluations throughout the performance period.</p> <p>At the discretion of the TOM, surveys may be sent to the IPT members and other government teammates.</p>	<p>(+) Meets the acceptable performance definition as a condition for opportunity to compete for new orders under this contract. (-) Does not meet the acceptable performance definition as a condition for opportunity to compete for new orders under this contract.</p>

<p>Performance</p> <p>Required Range instrumentation data and post mission data products are collected, processed and provided to satisfy customer requirements.</p>	<p>Methodologies and data/post mission products are consistent and reflective of the customer's requirements.</p>	<p>Range instrumentation data and post mission data products are accurately collected, processed and provided to the customer in proper format and media format</p>	<p>Inspections will be based upon government teammates' observations and feedback from recipients of mission data products.</p> <p>At the discretion of the TOM, surveys may be sent to the IPT members and other government teammates.</p>	<p>(+) Meets the acceptable performance definition as a condition for opportunity to compete for new orders under this contract. (-) Does not meet the acceptable performance definition as a condition for opportunity to compete for new orders under this contract.</p>
<p>Management</p> <p>The contractor shall support sustaining efforts such as systems engineering IAW PWS tasking.</p>	<p>Management and teaming allow seamless integration among government and contractor teammates. The contractor takes a proactive role in resolving issues. Issues are identified by the government and are addressed and resolved in a timely fashion.</p>	<p>Full staffing of qualified and properly trained personnel for sustaining efforts.</p>	<p>Government Task Order Manager and other teammate observations and submitted document review of contractor support plans.</p>	<p>(+) Meets the acceptable performance definition as a condition for opportunity to compete for new orders under this contract. (-) Does not meet the acceptable performance definition as a condition for opportunity to compete for new orders under this contract.</p>
<p>Data Performance</p> <p>Funds and Manpower Expenditure Report submission are in accordance with the CDRLs.</p>	<p>All funding and expenditure reports are accurate and complete and submitted IAW contract requirements.</p>	<p>95% acceptable on first submission to government; 100% acceptable on subsequent submissions</p>	<p>Inspection and evaluation by Task Order Managers as appropriate.</p>	<p>(+) Meets the acceptable performance definition as a condition for opportunity to compete for new orders under this contract. (-) Does not meet the acceptable performance definition as a condition for opportunity to compete for new orders under this contract.</p>

				contract.
Data Performance Technical Reports – Study Services submission is in accordance with the CDRLs.	All Technical reports are accurate and complete and submitted IAW contract requirements.	95% acceptable on first submission to government; 100% acceptable on subsequent submissions	Inspection by Task Order Managers as appropriate.	(+) Meets the acceptable performance definition as a condition for opportunity to compete for new orders under this contract. (-) Does not meet the acceptable performance definition as a condition for opportunity to compete for new orders under this contract.
Data Performance Contractor Progress, Status and Management Reports submission is in accordance with the CDRLs.	All status reports are accurate and complete and submitted IAW contract requirements.	95% acceptable on first submission to government; 100% acceptable on subsequent submissions	Inspection by Task Order Managers as appropriate.	(+) Meets the acceptable performance definition as a condition for opportunity to compete for new orders under this contract. (-) Does not meet the acceptable performance definition as a condition for opportunity to compete for new orders under this contract.

If the contractor has not met all regulatory requirements and the contractor is not rated Satisfactory or better, consideration for future task orders will be denied.

The contractor will be required to develop a corrective action plan to show how and by what date it intends to bring performance up to the required levels.

All tasks will be assessed using the following Contractor Performance Assessment Reporting System (CPARS) criteria.

Performance – Assess the contractor’s effort to transform operational needs and requirements into an integrated solution. Areas of focus may include the planning and management of program tasks, the quality of support provided throughout all phases of contract execution, the integration of program management specialties, management of interfaces, and the management of a totally integrated effort of all program management concerns to meet cost, performance, and schedule objectives. Assess how successfully the contractor meets program quality.

Schedule – Assess the contractor’s adherence to the required delivery schedule by assessing the contractor’s efforts during the assessment period that contribute to or effect the schedule variance. Also address significance of scheduled events, discuss causes, and assess the effectiveness of contractor corrective actions.

Cost Control – Assess the contractor’s effectiveness in forecasting, managing, and controlling contract cost. Is the contractor experiencing cost growth or under-run? If so, discuss the causes and contractor-proposed solutions for the cost overruns. For contracts where task or contract sizing is based upon contractor provided person-hour estimates, the relationship of these estimates to ultimate cost should be assessed. In addition, the extent to which the contractor demonstrates a sense of cost responsibility, through the efficient use of resources in each work effort should be assessed.

Management – Assess the timeliness, completeness and quality of problem identification, corrective action plans, proposal submittals, contractor's history of reasonable and cooperative behavior, effective business relations, and customer satisfaction. Consider the contractor’s responsiveness to the program as it relates to meeting contract requirements during the period covered by the report.

Data Performance - Assess the contractor’s progress, status and management reports submissions and ensure that all data submitted is accordance and complete in accordance with contract requirements.

The evaluation ratings are as follows:

Exceptional – Performance meets contractual requirements and exceeds many to the Government’s benefit. The contractual performance of the tasks being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.

Very Good – Performance meets contractual requirements and exceeds some to the Government’s benefit. The contractual performance of the tasks being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.

Satisfactory – Performance meets contractual requirements. The contractual performance of the tasks contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.

Marginal – Performance does not meet contractual requirements. The contractual performance of the tasks being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor’s proposed actions appear only marginally effective or were not fully implemented.

Unsatisfactory – Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the tasks contains a serious problem(s) for which the contractor’s actions appear or were ineffective.

