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## FOIA Electronic Reading Room

### Document Coversheet

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**Document Description**

N68936-05-D-0013
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- This document has been released in its entirety.**
- Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are indicated below.**
- Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy.
- Exemption (b)(2) Information excised is related solely to the internal rules and practices of the Agency.
- Exemption (b)(3) Information excised is specifically exempt from disclosure by an Executive Order or Statute. Specifically:
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- Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

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Please direct inquiries regarding this document to:

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

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<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF PAGES 1   106
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-05-D-0013		3. EFFECTIVE DATE 01 Jun 2005		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0010120925	
5. ISSUED BY CDR NAWCWD CODE 210000D ATTN: J. PRICE (760) 939-5124 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMA BALTIMORE 217 E. REDWOOD, SUITE 1800 BALTIMORE MD 21202-5299		CODE S2101A
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) NATIONAL TECHNOLOGIES ASSOCIATES INC TOM DRAKE 6601 LITTLE RIVER TURN PIKE, STE 215 ALEXANDRIA VA 22312-1303				8. DELIVERY [ ] FOB ORIGIN [ X ] OTHER (See below)	
				9. DISCOUNT FOR PROMPT PAYMENT	
				10. SUBMIT INVOICES 3 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM <b>Section G</b>	
CODE 8V131		FACILITY CODE			
11. SHIP TO/MARK FOR  <b>See Schedule</b>		CODE	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER SOUTH ENTITLEMENT OPERATIONS PO BOX 182264 COLUMBUS OH 43218-2264		CODE HQ0338
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
<b>SEE SCHEDULE</b>					

**15G. TOTAL AMOUNT OF CONTRACT \$28,497,120.00**

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**CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE**

17. [ X ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)		18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-05-R-0014-0002 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 AND TITLE OF CONTRACTING OFFICER DOREEN P. ROBBINS / PROCURING CONTRACTING OFFICER TEL: (760) 939-9665 EMAIL: doreen.robbins@navy.mil	
19B. NAME OF CONTRACTOR	19C. DATE SIGNED	20B. UNITED STATES OF AMERICA	20C. DATE SIGNED
BY _____ (Signature of person authorized to sign)		BY <u>Doreen Robbins</u> (Signature of Contracting Officer)	04-Apr-2005

## Section A - Solicitation/Contract Form

## CLAUSES INCORPORATED BY FULL TEXT

**ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:**

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

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

## Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period - LABOR T&M	1	Lot	\$27,200,160.00	\$27,200,160.00
	The contractor shall provide Depot Level Maintenance (DLM) support services to the Naval Air Depot North Island (NAVAIR Depot NI) to support the production processes in accordance with the Performance Work Statement (PWS) in Section C of the contract/solicitation. The period of performance will be three years.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010120925				
				TOT ESTIMATED PRICE	\$27,200,160.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Base Period - MATERIALS/SUPPLIES T&M	1	Lot	(b)(4)	(b)(4)
	The contractor shall provide all materials and supplies necessary to perform all required tasks in accordance with the PWS in Section C of the contract/solicitation. The period of performance is three years. This CLIN includes all expenses for travel and subcontractor services. The material and supply amount is (b)(4). NOTE: The Not-to-Exceed (NTE) G&A/Handling Rate applicable to this CLIN is (b)(4)				
	FOB: Destination				
				TOT ESTIMATED PRICE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Base Period - DATA REQUIREMENTS T&M		Lot	*NSP	*NSP
	The contractor shall provide data in accordance with the Contract Data Requirements List (CDRL) and applicable Data Item Descriptions (DIDs) listed in the PWS in Section C of the contract/solicitation and listed in any Task Orders issued under the contract. (*NSP - Not separately priced.)				
	FOB: Destination				

TOTAL BASE PERIOD CEILING PRICE: \$28,497,120.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	Option Period - LABOR T&M	1	Lot	\$19,104,410.00	\$19,104,410.00
OPTION	The contractor shall provide DLM support services to the NAVAIR Depot North Island to support the production processes in accordance with the PWS in Section C of the contract/solicitation. The period of performance is two years.				
	FOB: Destination				

TOT ESTIMATED PRICE \$19,104,410.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot	(b)(4)	(b)(4)
OPTION	Option Period - MATERIALS AND SUPPLIES				
	T&M				
	The contractor shall provide materials and supplies necessary to perform all required tasks in accordance with the PWS in Section C of the contract/solicitation. The period of performance is two years. This CLIN includes all expenses for travel and subcontractor services. The material and supplies amount is (b)(4) NOTE: The Not-To-Exceed (NTE) G&A rate applicable to this CLIN is (b)(4)				
	FOB: Destination				
				TOT ESTIMATED PRICE	(b)(4)

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0006	Option Period - DATA REQUIREMENTS	*NSP
	The contractor shall provide data in accordance with the Contract Data Requirements List (CDRL) and applicable Data Item Descriptions (DIDs) listed in the PWS in Section C of the contract/solicitation and listed in any Task Orders issued under the contract. (*NSP - Not separately priced.)	

TOTAL OPTION PERIOD CEILING PRICE: \$19,970,970.00

TOTAL CONTRACT CEILING PRICE: \$48,468,090.00

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the ceiling price that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. Any such upward adjustment shall be prospective only (i.e. will apply only to effort expended after a modification (if any) is issued.

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

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

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

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

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

#### COMPENSATION/LABOR RATES

#### **SCHEDULE B - COMPENSATION (LABOR)**

(a) The contractor shall be compensated at the labor category rates shown below for all services under this contract.

(b) Set forth below are the estimated number of hours for the labor categories expected to be utilized during this contract.

#### **(A) BASE PERIOD OF PERFORMANCE (THREE YEARS): (Estimated to be 1 June 2005 thru 31 May 2008)**

#### BASE PERIOD FIRST YEAR

<u>Labor Category</u>	<u>ST Hours</u>	<u>ST Rate</u>	<u>OT Hours</u>	<u>OT Rate</u>
Program Manager	1,920	\$54.36	288	\$73.80
Project Manager	5,760	\$50.47	288	\$63.99
Logistics Manager	5,760	\$32.34	960	\$46.44
Logistics Management Specialist	9,600	\$31.52	960	\$46.02
Logistics Technician	7,680	\$43.06	0	
Logistics Analyst	15,360	\$26.06	960	\$38.06
Aerospace Engineer	1,920	\$48.04	192	\$65.21

Electrical Engineer	1,920	\$44.49	192	\$60.39
Electronics Engineer	1,920	\$48.04	192	\$65.21
Mechanical Engineer	1,920	\$39.14	192	\$53.13
Industrial Engineer	1,920	\$39.14	192	\$53.13
Industrial Analyst	15,360	\$25.37	960	\$36.22
Industrial Engineering Technican	11,520	\$43.06	0	
Statistician	1,920	\$37.35	0	
System Analyst	1,920	\$33.46	192	\$45.43
Engineering Technician	3,840	\$43.06	0	
Electronic Technician	1,920	\$26.09	0	
Aviation Maintenance Analyst	15,360	\$23.70	0	
Aviation Maintenance Specialist	11,520	\$33.26	0	
Quality Assurance Specialist	1,920	\$35.93	0	
Equipment Specialist	19,200	\$28.72	960	\$41.05
Supply Specialist	9,600	\$24.98	0	
Supervisor	5,760	\$46.12	960	\$64.47
Leader	13,440	\$39.47	960	\$55.74
Production Controller	9,600	\$30.27	0	
Production Planner	5,760	\$30.40	0	
Production Machinery Mechanic	1,920	\$39.39	0	
Expediter (material)	3,840	\$30.46	0	
Electrician	7,680	\$36.85	0	
Electronic Industrial Control Mech	1,920	\$43.21	0	
Forklift Operator	3,840	\$25.60	0	
Pipefitter	3,840	\$36.63	0	
Rigger	5,760	\$34.45	0	
Painter	3,840	\$32.43	0	

Welder	1,920	\$33.43	0
Sheet Metal Mechanic	5,760	\$33.43	0
Carpenter	1,920	\$34.22	0
Warehouseman	7,680	\$25.70	0
Laborer	3,840	\$20.74	0
Technical Writer	3,840	\$49.00	0
Technical Illustrator	1,920	\$44.56	0
Data Entry Clerk	1,920	\$23.35	0
Word Processor	3,840	\$34.00	0
Clerk Typist	5,760	\$24.80	0

**BASE PERIOD SECOND YEAR**

<b><u>Labor Category</u></b>	<b><u>ST Hours</u></b>	<b><u>ST Rate</u></b>	<b><u>OT Hours</u></b>	<b><u>OT Rate</u></b>
Program Manager	1,920	\$56.24	288	\$76.31
Project Manager	5,760	\$52.22	288	\$66.16
Logistics Manager	5,760	\$33.46	960	\$48.00
Logistics Management Specialist	9,600	\$32.61	960	\$47.59
Logistics Technician	7,680	\$43.20	0	
Logistics Analyst	15,360	\$26.96	960	\$39.31
Aerospace Engineer	1,920	\$49.69	192	\$67.41
Electrical Engineer	1,920	\$45.99	192	\$62.41
Electronics Engineer	1,920	\$49.69	192	\$67.41
Mechanical Engineer	1,920	\$40.48	192	\$54.92
Industrial Engineer	1,920	\$40.48	192	\$54.92
Industrial Analyst	15,360	\$26.24	960	\$37.45
Industrial Engineering Technican	11,520	\$43.20	0	
Statistician	1,920	\$38.65	0	
System Analyst	1,920	\$34.60	192	\$46.95

Engineering Technician	3,840	\$43.20	0	
Electronic Technician	1,920	\$26.17	0	
Aviation Maintenance Analyst	15,360	\$24.52	0	
Aviation Maintenance Specialist	11,520	\$34.41	0	
Quality Assurance Specialist	1,920	\$37.18	0	
Equipment Specialist	19,200	\$29.70	960	\$42.45
Supply Specialist	9,600	\$25.84	0	
Supervisor	5,760	\$47.70	960	\$66.64
Leader	13,440	\$40.83	960	\$57.62
Production Controller	9,600	\$30.63	0	
Production Planner	5,760	\$31.41	0	
Production Machinery Mechanic	1,920	\$39.52	0	
Expediter (material)	3,840	\$30.58	0	
Electrician	7,680	\$36.96	0	
Electronic Industrial Control Mech	1,920	\$43.35	0	
Forklift Operator	3,840	\$25.68	0	
Pipefitter	3,840	\$36.76	0	
Rigger	5,760	\$34.56	0	
Painter	3,840	\$32.54	0	
Welder	1,920	\$33.56	0	
Sheet Metal Mechanic	5,760	\$33.56	0	
Carpenter	1,920	\$34.33	0	
Warehouseman	7,680	\$25.75	0	
Laborer	3,840	\$20.82	0	
Technical Writer	3,840	\$49.17	0	
Technical Illustrator	1,920	\$44.72	0	
Data Entry Clerk	1,920	\$23.36	0	

Word Processor	3,840	\$34.03	0
Clerk Typist	5,760	\$24.86	0

**BASE PERIOD THIRD YEAR**

<b><u>Labor Category</u></b>	<b><u>ST Hours</u></b>	<b><u>ST Rate</u></b>	<b><u>OT Hours</u></b>	<b><u>OT Rate</u></b>
Program Manager	1,920	\$58.11	288	\$78.78
Project Manager	5,760	\$53.97	288	\$68.34
Logistics Manager	5,760	\$34.58	960	\$49.58
Logistics Management Specialist	9,600	\$33.70	960	\$49.14
Logistics Technician	7,680	\$43.35	0	
Logistics Analyst	15,360	\$27.87	960	\$40.62
Aerospace Engineer	1,920	\$51.35	192	\$69.61
Electrical Engineer	1,920	\$47.56	192	\$64.47
Electronics Engineer	1,920	\$51.35	192	\$69.61
Mechanical Engineer	1,920	\$41.85	192	\$56.73
Industrial Engineer	1,920	\$41.85	192	\$56.73
Industrial Analyst	15,360	\$27.12	960	\$38.67
Industrial Engineering Technican	11,520	\$43.35	0	
Statistician	1,920	\$39.94	0	
System Analyst	1,920	\$35.79	192	\$48.51
Engineering Technician	3,840	\$43.35	0	
Electronic Technician	1,920	\$26.27	0	
Aviation Maintenance Analyst	15,360	\$25.34	0	
Aviation Maintenance Specialist	11,520	\$35.56	0	
Quality Assurance Specialist	1,920	\$38.41	0	
Equipment Specialist	19,200	\$30.69	960	\$43.83
Supply Specialist	9,600	\$26.70	0	

Supervisor	5,760	\$49.30	960	\$68.83
Leader	13,440	\$42.20	960	\$59.50
Production Controller	9,600	\$30.70	0	
Production Planner	5,760	\$32.44	0	
Production Machinery Mechanic	1,920	\$39.67	0	
Expediter (material)	3,840	\$30.68	0	
Electrician	7,680	\$37.09	0	
Electronic Industrial Control Mech	1,920	\$43.50	0	
Forklift Operator	3,840	\$25.77	0	
Pipefitter	3,840	\$36.90	0	
Rigger	5,760	\$34.68	0	
Painter	3,840	\$32.64	0	
Welder	1,920	\$33.68	0	
Sheet Metal Mechanic	5,760	\$33.68	0	
Carpenter	1,920	\$34.45	0	
Warehouseman	7,680	\$25.80	0	
Laborer	3,840	\$20.89	0	
Technical Writer	3,840	\$49.34	0	
Technical Illustrator	1,920	\$44.88	0	
Data Entry Clerk	1,920	\$23.38	0	
Word Processor	3,840	\$34.05	0	
Clerk Typist	5,760	\$24.92	0	

**TOTAL BASE PERIOD HOURS: 766,080 (ST) 25,344 (OT)**

**(B) OPTION PERIOD OF PERFORMANCE (TWO YEARS): (Estimated to be 1 Jun 2008 through 31 May 2010)**

**OPTION PERIOD FIRST YEAR**

<b><u>Labor Category</u></b>	<b><u>ST Hours</u></b>	<b><u>ST Rate</u></b>	<b><u>OT Hours</u></b>	<b><u>OT Rate</u></b>
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Program Manager	1,920	\$60.04	288	\$81.34
Project Manager	5,760	\$55.74	288	\$70.54
Logistics Manager	5,760	\$35.72	960	\$51.18
Logistics Management Specialist	9,600	\$34.82	960	\$50.73
Logistics Technician	7,680	\$43.50	0	
Logistics Analyst	15,360	\$28.78	960	\$41.92
Aerospace Engineer	1,920	\$53.04	192	\$71.86
Electrical Engineer	1,920	\$49.11	192	\$66.54
Electronics Engineer	1,920	\$53.04	192	\$71.86
Mechanical Engineer	1,920	\$43.22	192	\$58.55
Industrial Engineer	1,920	\$43.22	192	\$58.55
Industrial Analyst	15,360	\$28.01	960	\$39.94
Industrial Engineering Technican	11,520	\$43.50	0	
Statistician	1,920	\$41.26	0	
System Analyst	1,920	\$36.95	192	\$50.06
Engineering Technician	3,840	\$43.50	0	
Electronic Technician	1,920	\$26.34	0	
Aviation Maintenance Analyst	15,360	\$26.17	0	
Aviation Maintenance Specialist	11,520	\$36.74	0	
Quality Assurance Specialist	1,920	\$39.69	0	
Equipment Specialist	19,200	\$31.69	960	\$45.25
Supply Specialist	9,600	\$27.59	0	
Supervisor	5,760	\$50.92	960	\$71.03
Leader	13,440	\$43.59	960	\$61.44
Production Controller	9,600	\$30.76	0	
Production Planner	5,760	\$33.48	0	
Production Machinery Mechanic	1,920	\$39.79	0	

Expediter (material)	3,840	\$30.77	0
Electrician	7,680	\$37.23	0
Electronic Industrial Control Mech	1,920	\$43.66	0
Forklift Operator	3,840	\$25.84	0
Pipefitter	3,840	\$37.03	0
Rigger	5,760	\$34.80	0
Painter	3,840	\$32.75	0
Welder	1,920	\$33.79	0
Sheet Metal Mechanic	5,760	\$33.79	0
Carpenter	1,920	\$34.58	0
Warehouseman	7,680	\$25.85	0
Laborer	3,840	\$20.97	0
Technical Writer	3,840	\$49.52	0
Technical Illustrator	1,920	\$45.04	0
Data Entry Clerk	1,920	\$23.40	0
Word Processor	3,840	\$34.08	0
Clerk Typist	5,760	\$24.98	0

OPTION PERIOD SECOND YEAR

<u>Labor Category</u>	<u>ST Hours</u>	<u>ST Rate</u>	<u>OT Hours</u>	<u>OT Rate</u>
Program Manager	1,920	\$61.96	288	\$83.88
Project Manager	5,760	\$57.53	288	\$72.75
Logistics Manager	5,760	\$36.86	960	\$52.79
Logistics Management Specialist	9,600	\$35.93	960	\$52.33
Logistics Technician	7,680	\$43.67	0	
Logistics Analyst	15,360	\$29.71	960	\$43.23
Aerospace Engineer	1,920	\$54.74	192	\$74.12
Electrical Engineer	1,920	\$50.68	192	\$68.62

Electronics Engineer	1,920	\$54.74	192	\$74.12
Mechanical Engineer	1,920	\$44.59	192	\$60.38
Industrial Engineer	1,920	\$44.59	192	\$60.38
Industrial Analyst	15,360	\$28.90	960	\$41.18
Industrial Engineering Technican	11,520	\$43.67	0	
Statistician	1,920	\$42.58	0	
System Analyst	1,920	\$38.14	192	\$51.63
Engineering Technician	3,840	\$43.67	0	
Electronic Technician	1,920	\$26.43	0	
Aviation Maintenance Analyst	15,360	\$27.01	0	
Aviation Maintenance Specialist	11,520	\$37.91	0	
Quality Assurance Specialist	1,920	\$40.95	0	
Equipment Specialist	19,200	\$32.70	960	\$46.65
Supply Specialist	9,600	\$28.47	0	
Supervisor	5,760	\$52.54	960	\$73.25
Leader	13,440	\$44.99	960	\$63.34
Production Controller	9,600	\$30.85	0	
Production Planner	5,760	\$34.55	0	
Production Machinery Mechanic	1,920	\$39.94	0	
Expediter (material)	3,840	\$30.89	0	
Electrician	7,680	\$37.34	0	
Electronic Industrial Control Mech	1,920	\$43.82	0	
Forklift Operator	3,840	\$25.94	0	
Pipefitter	3,840	\$37.15	0	
Rigger	5,760	\$34.93	0	
Painter	3,840	\$32.87	0	
Welder	1,920	\$33.90	0	

Sheet Metal Mechanic	5,760	\$33.90	0
Carpenter	1,920	\$34.69	0
Warehouseman	7,680	\$25.91	0
Laborer	3,840	\$21.03	0
Technical Writer	3,840	\$49.70	0
Technical Illustrator	1,920	\$45.20	0
Data Entry Clerk	1,920	\$23.42	0
Word Processor	3,840	\$34.11	0
Clerk Typist	5,760	\$25.04	0

**TOTAL OPTION PERIOD HOURS: 510,720 (ST)**

**16,896 (OT)**

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

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

(e) NOTE: It is acceptable to reallocate labor hours between labor categories as long as the total labor costs and the material and supply costs do not exceed the ceiling of \$28,497,120.00 for the base period of performance (CLIN's 0001 and 0002) and \$19,970,970.00 for option period of performance (CLIN's 0004 and 0005), if the optional period of performance is exercised, or exceed the total contract ceiling of \$48,468,090.00.

## Section C - Descriptions and Specifications

STATEMENT OF WORK

**SECTION C**  
**PERFORMANCE WORK STATEMENT (PWS) FOR DEPOT LEVEL MAINTENANCE**  
**SERVICES FOR NAVAL AIR DEPOT NORTH ISLAND (NAVAIR Depot NI)**

**1.0 SCOPE**

1.1 Introduction: This Statement Of Work (SOW) forms an aggregate of support services to be performed by the Contractor in support of Depot Level Maintenance (DLM), Modernization, Conversion, In-Service Repair, Overhaul and other categories of DLM. The Contractor shall provide to the Naval Air Depot North Island (NAVAIR Depot NI) ~~requisite non-personal services in support of Production support, Industrial and Maintenance Engineering Support Services, Training, Facilities, Maintenance Planning support, and General Industrial Support Services in support of NAVAIR Depot NI's mission of Aircraft/Component Rework, Modification, Maintenance, Conversion, Overhaul, and or Rebuilding. Responsibilities will be in support of the Weapons Systems and Components as well as those corresponding Government and Contractor Furnished Equipment (GFE and CFE), Power Plants, Maintenance, Calibration and Support Equipment (SE)~~ necessary to support the NAVAIR Depot NI production processes.

1.2 Place Of Performance: Work will be performed on-site at the North Island Naval Air Station, San Diego, California, except for those special situations where work will be performed at other Fleet Field Activities or the Contractor's facility. The work location will be specified in each individual task order. The Contractor shall be required to travel when deemed necessary to fulfill contract requirements. Travel requirements will be coordinated with the designated Contracting Officer's Representative (COR).

1.3 Specific Tasking: The Contractor will be tasked by issuance of individual task orders to perform specific functions in accordance with the terms and conditions of the contract and within the scope of the SOW. Each task order will definitively identify technical details, deliverable products and schedule requirements.

1.4 Utilization of Government Furnished Equipment (GFE): The Contractor ~~shall~~ will be required provided (when delineated in the task order) ~~to utilize~~ GFE. The type of GFE, availability, location and schedule for use will be managed by the designated COR.

1.5 Normal Work Hours/Days: The NAVAIR Depot NI uses a five-day workweek, Monday through Friday, consisting of eight hours per day. Due to different work schedules, specific hours of operation will be specified under each individual task order. Saturday, Sundays, and Government Holidays are considered non-work days.

**2.0 REFERENCES**

2.1 Applicable Documents: All Applicable documents required for the level of effort will be referenced in the individual task orders.

2.2 Instructions/Manuals: All applicable instructions and manuals required for the level of effort will be referenced in the individual task orders.

**3.0 TASK REQUIREMENTS**

3.1 General Tasking Areas: The Contractor shall provide Technical Services in the following areas and provide technical support for those areas to accomplish the tasks identified in the following PWS sections:

- I – Production Support
- II – Master Work Execution Plans Development And Support
- III – Aircraft Modification/Overhaul Requirements Determination and Analysis Support
- IV – Depot Level Repair Capability Development Support
- V – Program/Project Management Support

3.2. I - Production Support:

- 3.2.1 Conduct investigations and technical studies to identify equipment and other requirements necessary for capability development and capacity enhancement. Develop/review facility layout drawings and make recommendations regarding efficient utilization of available facilities. Provide recommendations for facility modernization or new construction.
- 3.2.2 Conduct capacity studies to determine existing capacity. Provide recommendations regarding capacity requirements and more efficient utilization of existing capacity.
- 3.2.3 Analyze equipment requirements necessary for the establishment of new repair/overhaul capability. Compare new requirements to existing capabilities and provide recommendations regarding the use of existing equipment to meet new requirements. Provide recommendations regarding equipment procurement and enhancements to accommodate new capability requirements. Develop equipment acquisition plans, including appropriate documentation. Track equipment acquisition actions and report equipment acquisition status.
- 3.2.4 Perform inventories of available tools, plant equipment and aircraft support equipment. Conduct an accounting of all government property in order to reconcile the Triennial Plant Property Inventory. Provide reports in hard copy and on machine-readable format that identify all tools, tooling, and equipment at the Depot assigned to the Depot but located at remote sites, or in specific areas of the Depot.
- 3.2.5 Perform equipment receipt and shipping functions such as receipt documentation, unpacking, and movement from receiving to the designated areas of the Depot.
- 3.2.6 Install/repair equipment in designated areas of the facility ensuring that all environmental, safety and installation requirements are in accordance with established guidelines.
- 3.2.7 Provide Technical and, ~~Administrative, and Artisan~~ support to NAVAIR Depot NI Production / Modification / Overhaul Programs as required to meet schedule and projected workload.
- 3.2.8 Investigate functional requirements for Plant Equipment and Systems. Make recommendations for Plant Equipment and Systems based upon the investigation of functional requirements. Develop technical recommendations for specifications for Plant Equipment and Systems. Review specifications for the adequacy of the technical requirements.
- 3.2.9 Investigate requirements for and complete the design of Avionics and Mechanical Production Equipment, Tools, and Fixtures, to include physical design, preparation of specifications, shop layout design, tool lists, and the development of recommendations for process and facility improvement planning.
- 3.2.10 Investigate specific technical problems that result from the procurement of Plant Equipment or Systems or from the operation of existing Plant Equipment or Systems, and make recommendations for technical solutions to those problems. Those recommendations shall take the form of studies, drawings, or design specifications. The contractor shall perform detailed capability/capacity analyses, to include throughput analysis, machine utilization, and capacity, and analysis of completed workload data to determine if the most effective processing is being utilized.
- 3.2.11 Review existing or new maintenance documentation, and make recommendations for Preventative Maintenance (PM) or Standard Operating Procedures (SOP) for Equipment. Where documentation is non-existent, the contractor shall assist in equipment evaluation and maintenance plan development.

3.2.12 Develop new and/or review existing documentation for equipment calibration requirements. Provide recommended calibration procedures and assist in the revision of calibration procedures to support changes in equipment or new programs.

3.2.13 Provide Equipment Calibration Technical services at calibration labs as required including support of Metrology Automated System for Uniform Recall and Reporting (MEASURE).

3.2.14 Perform warehouse functions, inventory and maintain storage/custody of material items and issue and receive material/tools as required including inventory and issuance of Change Kits.

### 3.3 II – Master Work Execution Plans Development And Support:

3.3.1 Develop, update and/or review Work Process Routers utilizing the Government's Compass Contract© software program in support of NAVAIR Depot NI MRP II work load control system initiatives. Routers are in support of but not limited to the various Aircraft, Engines, Components, and Support Equipment Repair/Overhaul or Maintenance Programs.

3.3.2 Review, update, develop or perform maintenance functions on Technical Data Packages (TDP's) for work tasks associated with repair and maintenance actions. Take preceding maintenance specification documentation (for example SDLM, Post Cruise Inspection or AEPD) and combine in a logical format to implement a new or revised specification such as PMI-1 or IMC. Incorporate released Technical Directives (i.e. AFC's) or Over And Above (O&A) work requirements into MRP II work documentation including coding to ensure the requirement reflects approved funding and reporting requirements.

3.3.3 Develop and maintain Bills Of Work (BOW) and Work Scopes including Phase Support Plans, Operation Flow and Run Times and Routing Sequenced Operations for Aircraft, Engines, SE and Component Programs.

3.3.4 Assure the MRP II Workload Control and Information Database is current by investigating manuals; reviewing aircraft and component specifications, publications, Local Engineering Specifications (LES's), Local Process Specifications (LPS's) drawings, equipment Maintenance Plans (MP's) and manufacturer documentation, ~~for incorporation into MRP II Workload Control and Information Database.~~ Develop work process documentation to support maintenance of Aircraft, Engines, Components, Manufacturing and Support Equipment. Utilizing the Government's Compass Contract© and other related databases, develop Bills Of Work (BOW), Work Scope, Routers and Bills Of Material (BOM) to support the total weapons system maintenance and provide a permanent maintenance record reflecting Action Taken, Maintenance Code, Personnel Performing Task and Time Task Was Performed on a particular product or weapons system.

3.3.5 ~~Investigate and a~~Apply Storage, Kitting practices, and coding to Routers. This shall include the research, development, and applications of various types of hardware kitting information/coding to respective MRP II Routers/Work Plans. Research, identify, and validate material requirements for Depot workload, enter material requirements and usage in data base format.

3.3.6 Develop, review, validate, maintain, and update Component Program Routers and Sub Routers to meet MRP II program requirements. The effort shall embody maintenance of the NAVAIR Depot North Island MRP II Database to include any LAN/WAN requirements, interface with Compass Contract© Information Systems software and database management tools, and utilization of any other necessary databases such as Master Component Repair Control (MCRC), Capability Action Tracking System (CATS), North Island Component Capability Database or NAVICP Master Data Files (SNAPSHOT). The effort includes technical and analytical research, Industrial Engineering, and data entry support associated with Router maintenance and the development of the Master Parts Lists (MPL) required for the subsequent development of the Bill of Materials (BOM's).

3.3.7 Provide engineering and technical support to conduct operations research or operations analysis to determine the most advantageous routing sequencing of Depot Level Maintenance (DLM) tasks. This analysis will

extend to in-shop processes of components/weapon systems, to initially determine the most efficient utilization of existing plant facilities and equipment.

3.3.8 Evaluate all major Integrated Logistics Support (ILS) elements for Depot Level Repairables (DLR's). This shall consist of the requirements associated with repairables, such as tooling, equipment, support personnel, technical information, Depot capacity, and/or material support.

3.3.9 Inventory, review, and prototype Component Pilot Rework (CPR) packages, and phased support plans required for complete overhaul of an item to include all necessary and correct tooling, equipment, publications and material; shop capacity for tooling and/or equipment setup; availability of personnel and skill level required to utilize and maintain upkeep of tooling and equipment; and provide training of personnel during overhaul.

3.3.10 Develop and analyze cost/schedule status reports, critical path models and other production facilitating computer-based tools.

3.3.11 Perform productivity analysis of Depot operations; perform random sampling of employee activity to document task time percentages. Tasks to be observed may include working on aircraft, working on components, ordering/waiting on materials, performing transportation functions, and/or attending meetings or training. Provide detailed summaries of observed tasks.

3.3.12 Develop Class B Standards. The contractor shall perform studies to develop Class B Standards. The development of these standards shall involve the observation and documentation of work processes and task times, the application of Engineering Judgment to work tasks and the recommendation of improved standards for those work tasks. Developed Standards shall be maintained in the Government Business Pro© Database.

3.3.13 Develop, maintain and review Workload Standards. The contractor shall review and update backup studies for Workload Standards developed through the use of Elemental Standard Data, OMNI Purpose Data, and other predetermined time values. The contractor shall provide on-site verification of the method and motion pattern currently being used for task accomplishment, as well as verify the correctness of such associated information as supporting technical data, part numbers, personal fatigue, and supplemental values.

3.3.14 Review Personal Fatigue and Supplemental Backup Data. The contractor shall review and update backup data for Personal Fatigue and Supplemental factors, as set forth by the Naval Repository for workload standards. The contractor shall provide on-site verification of work mix, shop layout, job requirements, working conditions, surroundings, weight allowances, mechanical aids, etc., and foreseeable and unforeseeable conditions.

3.3.15 Recommend revisions to MRP II Routers to reflect updated standards and verifications made during 3.2.3.10 thru 3.2.3.14 above. The contractor shall also recommend revisions to Routers as specified by Methods and Standards for such purposes as conversion of Work Plans.

3.3.16 Perform studies of existing or planned methods of performing work operations to determine the most effective and efficient use of Depot plant resources and facilities. The study shall analyze organizational relationships and methods of accomplishing work within the organization in order to improve timeliness, quality, increased output or reduce the cost of the overall work process. Analytical techniques include but are not limited to production studies, methods improvement, value engineering, and operations research and statistical process control. The study shall incorporate investigations into new approaches to perform the work operation. The creation of a computer simulation model of a work operation, a work process, or a process flow shall be implemented.

3.3.17 Perform Earned Value Management (EVM) Analysis for new or existing Aircraft and Components Programs for purposes of determining the actual work hours and elapsed time required to perform various tasks. These EVM Analyses provide valuable management information for determining total resource requirements.

3.4 III – Aircraft Modification / Overhaul Requirements Determination And Analysis Support

- 3.4.1 Analyze maintenance requirements, at all levels, associated with aircraft, systems, sub-systems and components assigned to NAVAIR Depot North Island for repair/overhaul, to assess and provide recommendations regarding Depot impacts, planning factors, and associated corrective actions.
- 3.4.2 Study and categorize aeronautical support equipment in support of assigned Depot Level Repair (DLR) and Modification Programs, in terms of its availability, capabilities, and utilization. Provide recommendations for alternative equipment or applications.
- 3.4.3 Review, develop, and track Support Equipment Recommendation Data (SERD). Provide recommendations regarding approval of SERDS.
- 3.4.4 Conduct investigations, technical studies and/or evaluations to identify the current status of pertinent Integrated Logistics Support (ILS) elements affecting Production, Production Capability, Modification or Repair Development Programs. Problem areas may be identified and recommendations provided to correct them. Develop, review, and update workload transition, production support, or production plans.
- 3.4.5 Assess life cycle logistical, technical, and production data pertinent to weapons systems, sub-system, components, and support equipment. Prepare recommendations for its incorporation into Management Information Systems, which will accommodate on-line access and cross referencing of related information and schedules. Recommendations shall be consistent and compatible with approved NAVAIR/Depot Automatic Data Processing hardware/software.
- 3.4.6 Provide technical support to the NAVAIR Depot associated with the Electronic Data Access Library (eDAL) and Automated Maintenance Equipment (AME) and its impact on Depot artisans including the implementation and utilization of the Portable Electronic Data Display (PEDD).
- 3.4.7 Provide technical support to the development and execution of aircraft/system modification programs related to Technical Directives and ECP's. The Contractor shall provide technical support during Aircraft or Component Prototypes, Validation/Verification efforts or Pilot Rework Programs. This support includes but is not limited to Actual Time Studies, development of Alternative Scenarios, validation of Technical Directives Data Packages, Efficiency and Work Methods Reports and other detailed Work Summaries as required. Typical Programs may include efforts similar to C-2 SLEP, Center Barrel Replacement Plus (CBR+) or F/A-18E/F Aircraft and Components.
- 3.5 IV – Depot Level Repair Capability Development:
- 3.5.1 Develop, review and maintain Maintenance Plans/Logistics Support Analysis (MP/LSA's), maintenance tasks and Level of Repair Analysis. Review all LSA products for analytical correctness and element integration. Evaluate the accuracy of all data and validate its products against the Maintenance Plan and LSA data. Provide recommendations for changes.
- 3.5.2 Review, develop, and maintain Support Equipment related databases.
- 3.5.3 Identify and evaluate training and training aid requirements for Organizational, Intermediate, and Depot Level Maintenance of Aircraft systems, sub-systems, and components. Provide recommendations regarding training requirements and course content.
- 3.5.4 Develop training courses, training modules and/or provide instructional training on maintenance, logistics, and technical subjects.
- 3.5.5 Investigate transportation modes, handling procedures and conditions, storage requirements, and material limitations to determine acceptability of preservation, packaging and handling techniques and methods. Review, develop, update procedures, and provide recommendations.

3.5.6 Develop and update/maintain technical plans and reports, directives, standards, manuals, publications, technical manuals, equipment specifications, operating procedures, and computer documentation.

3.5.7 Develop technical manual source data such as manuscript data, illustrations, wiring diagrams, parts lists, and tables for new and existing technical manuals, specifications, and instructions.

3.5.8 Digitize technical data including technical manuals, lists, inventories, drawings, etc. for electronic databases. Develop menu's and retrieval software to locate stored data as required.

3.5.9 Prepare drawing packages and associated lists relative to equipment, facility, system, and subsystem configuration changes, and develop Level-1, Level-2, and Level-3 drawings in support of aircraft/systems modification/repair programs.

3.5.10 Research, develop, and write technical specifications, to be utilized for the procurement of Plant Equipment and Systems.

3.5.11 Manage NAVAIR Depot NI F/A-18E/F Master Database to include maintenance of data records and LAN/WAN interface requirements.

3.5.12 Track and document all transition elements required to process an aircraft through the Depot from Induction/Test Line to Log Sell as part of the Depots' requirement to overhaul aircraft.

3.5.13 Assess, document, and provide to the Depot recommendations for required changes to Maintenance Plans including review of anticipated maintenance procedures and overhaul processes.

3.6 V – Program / Project Management Support:

3.6.1 Develop and recommend management control techniques to track modifications, plans, and reports necessary to analyze and track scheduled events versus actual events, and to respond to requests for technical information on similar items.

3.6.2 Establish and maintain program summaries of progress versus schedules/plans/ milestones and current resource status.

3.6.3 Prepare situation reports establishing baselines on programs status, capability development program status, and production program status.

3.6.4 Provide support in the preparation, coordination, operation, and post evaluation of Integrated Logistics Support Management Team (ILSMT) reviews, Readiness Improvement Program Reviews, Maintenance Engineering/Logistics reviews and other technical and logistics meetings.

3.6.5 Provide program management support to various programs/projects including financial management services, program management services and program execution services.

3.6.6 Prepare various support documentation including presentations, database development, viewgraphs and general documentation.

3.6.7 Organize, host, staff and administratively support technical and management meetings. This may include determining location and arranging for rental of required facilities and supporting equipment requirements.

3.7 Briefings, Orientations and Meetings:

3.7.1 The contractor shall conduct and/or attend briefings, meetings or conferences, and prepare presentation materials as directed by the COR and/or Technical Assistant (TA). The contractor shall prepare meeting documentation such as conference agendas, conference minutes, and presentation materials required. Specific briefing, meeting, and documentation requirements will be specified in applicable task orders. (CDRL's A002 through A004 and B002 through B004)

#### **4.0 PURCHASING**

4.1 Purchase of Materials/Supplies. The contractor is authorized to purchase materials/supplies to support task order requirements using available funds as determined under each specific task order. The contractor is not authorized to exceed the not-to-exceed (NTE) amount listed for materials specified within each task order nor is the contractor authorized to exceed the NTE amount listed in the Materials/Supplies Contract Line Item Number (CLIN) in Schedule B of the contract.

4.2 All items purchased by the contractor shall meet, if applicable, military and/or Original Equipment Manufacturing (OEM) specifications.

4.3 Subcontract Services. Upon approval by the COR or Contracting Officer the contractor may subcontract services under this contract as needed to support task order requirements. Reimbursement for these services shall be authorized under applicable task orders and shall be billed against the Materials/Supplies CLIN listed in Schedule B of the contract.

#### **5.0 TRAVEL**

5.1 ~~In Accordance With The Joint Travel Regulations (JTR)~~ The contractor may be required to travel in support of task order requirements. Requirements for travel will be defined in individual task orders. Reimbursement for travel expenses shall be in accordance with NAVAIR Clause 5252.232-9509 in Section H of the contract and shall be billed against the Materials/Supplies CLIN listed in Schedule B of the contract.

~~Reimbursable expenses will be limited to those allowed by the Joint Travel Regulations (JTR).~~ 5.2 Travel shall be approved by the COR and/or appointed TA prior to commencement of the travel. Travel used during the month shall be reported on the task order Monthly Progress Report and Summary Report. The travel section of the report shall have the following information for each travel trip taken during the month: (1) task order number; (2) name of travelers; (3) travel dates; (4) destination; and (5) purpose of trip.

#### **6.0 DATA REQUIREMENTS**

6.1 Data Deliverables. The Contractor shall provide data in accordance with the Contract Data Requirements List (CDRL), DD Form 1423 and applicable Data Item Descriptions (DIDs) in Section J of the contract and as required under each individual task order.

6.2 Monthly Progress Reports. The contractor shall provide Task Order Monthly Progress Reports and a consolidated Summary Task Order Monthly Progress Report. The progress reports shall provide the following information: (1) an outline of work accomplished, problem areas encountered and proposed resolution; (2) a synopsis of the project status; (3) travel expended; (4) items/CDRLs delivered; (5) current schedule; and (6) cost information that includes the monthly and cumulative total funds and hours expended to date; and (7) a graph depicting the comparison of projected and actual expenditures of labor hours over the task order period of performance. The report is to be provided within 10 working days after the last day of the calendar month. (CDRL's A005, A006, B005, and B006)

6.3 Personnel Listing. The contractor shall provide a list of all contractor personnel working under the contract in accordance with CDRL A007 and B007. The initial list shall be required within 45 days from award of the contract and updated quarterly. The list shall have the employee's full name, labor category, date hired, and task order the employee is working under.

## 7.0 SECURITY

7.1 Level Of Classification: The level of classification for the task orders issued under this contract shall be "UNCLASSIFIED".

7.2 Handling Of Information: The task orders will require the Contractor to handle "Business Sensitive" information of a proprietary nature. Business Sensitive information is the property of the U.S. Navy, NAVAIR Depot North Island and is disclosed to the contractor in confidence. Business sensitive data shall be protected by the Contractor and not disclosed to others, or reproduced without the expressed written consent of the COR. If consent is given for reproduction in part or in whole, it shall be marked as "Business Sensitive the property of NAVAIR Depot North Island."

## 8.0 CONTRACTOR PERSONNEL

8.1 Identification Badge Requirements. Contractor employees shall be required to display identification badges that identify them as contractor employees while working in support of this contract. Exception to displaying the identification badge will be when contractor employees are working with machinery or object that could cause safety issues. The government will furnish the identification badges.

8.2 Labor Qualifications. As a minimum, the contractor shall furnish personnel with the capabilities, skills, and experience to perform the PWS requirements listed in Attachment 1 to the PWS.

## 9.0 CONTRACTOR PERSONNEL SPECIAL REQUIREMENTS

9.1 National Agency Check (NAC). Although this contract is not classified, the Department of Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. A contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel accessing DON computer systems must undergo a NAC to verify their trustworthiness. Also, Commands will include Facility Access Determination (FAD) program requirements in the contract specifications when trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

Each contractor employee will have a favorably completed NAC.

If contractor personnel currently have a favorably adjudicated NAC the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. The visit request will be renewed annually or for the duration of the contract if less than one year.

If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NAC.

In accordance with NAVSUPINST 5239.1A, if the contractor employee is a Foreign National prior approval of the Network Security Officer (NSO) is required. Access may be granted to Foreign Nationals who have a need to know and at least one of the following applies:

Foreign National is employed by DOD, or

Foreign National possesses a current Functional Accreditation approved by the Navy International Program Office (NAVIPO), or

Foreign National possesses a current Visa Request Form (OPNAV 5521/27 (1-73) as defined in OPNAVINST 5510.1H, which is on file with the requesting activity.

The Trustworthiness NAC is processed through the command Security Manager. The NAC will be processed through the use of the Electronic Personnel Security Questionnaire (EPSQ) SF 85P. The EPSQ software can be downloaded at the Defense Security Service (DSS) website <http://www.dss.mil/epsq/index.htm>. The contractor should provide the completed EPSQ electronically (electronic mail/diskette) to the Command, Security Manager along with the original signed release statements and two applicant fingerprint cards (FD 258). The responsibility for providing the fingerprint cards rests with the contractor. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85P along with attachments will be forwarded to DSS who will contact the NAC.

The Department of the Navy Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the commanding officer of the sponsor activity. If the commanding officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required. The contractor employee shall take all lawful steps to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such.

9.2 The contractor is responsible for all costs associated with the NAC (finger prints, etc.). Costs connected to the NAC process will not be reimbursed as a direct cost under this contract.

## **10 QUALITY ASSURANCE**

10.1 Contractor performance measurement standards will consist of customer satisfaction, timeliness of products/reports, and meeting cost objectives. Acceptability will be based on input from customer surveys, review and validation of contractor reports/records/metrics, and use of the contract inspection clauses. Remedies may include rework at no additional cost to the government, a higher level of inspection, and retraining or recertification of contractor personnel. Performance measurements and surveillance will be more specific in each task order issued.

**ATTACHMENT 1  
CONTRACT LABOR CATEGORIES AND PERSONNEL QUALIFICATIONS**

**INDEX OF CONTRACT LABOR CATEGORIES**

**A. SERIES: MANAGEMENT**

CATEGORY TITLE

Program Manager  
Project Manager

**B. SERIES: TECHNICAL SPECIALIST**

CATEGORY TITLE

Aerospace Engineer  
Aviation Maintenance Analyst  
Aviation Maintenance Specialist  
Electronics Engineer  
Electrical Engineer  
Electronic Technician  
Engineering Technician  
Industrial Analyst  
Industrial Engineer  
Industrial Engineering Technician  
Logistics Analyst  
Logistics Manager  
Logistics Management Specialist  
Logistics Technician  
Mechanical Engineer  
Quality Assurance Specialist  
Statistician  
Supply Specialist  
System Analyst

**C. SERIES: CLERICAL**

CATEGORY TITLE

Clerical Typist  
Data Entry Clerk

**D. SERIES: DOCUMENTATION**

CATEGORY TITLE

Technical Illustrator  
 Technical Writer  
 Word Processing/Publications Specialist

**E. SERIES: INDUSTRIAL LABOR**

**CATEGORY TITLE**

Carpenter  
 Electrician  
 Electronic Industrial Control Mechanic  
 Equipment Specialist  
 Laborer  
 Leader  
 Material Expediter  
 Painter  
 Pipefitter  
 Production Controller  
 Production Machinery Mechanic  
 Production Planner  
 Rigger  
 Sheet Metal Mechanic  
 Supervisor  
 Warehouseman  
 Welder  
 Forklift Operator

**A. SERIES: MANAGEMENT**

**1. Program Manager**

**FUNCTION DESCRIPTION:** Applies technical, business and management principles and practices to the planning, organizing, staffing, directing and controlling an organizational unit.

**EDUCATION REQUIREMENTS:** Bachelor's Degree in Engineering, Business, Mathematics, Physics or Computer Sciences from an accredited college or university OR eight (8) additional years of experience in the areas described in (a), (b), and (c) below.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Twelve- (12) years experience:

- (a) Four (4) years experience in program management of aircraft weapon systems with particular emphasis in system development and analysis.
- (b) Four (4) years experience in control of financial and administration requirements within contract and corporate limits.
- (c) Four (4) years experience at a supervisory level, including work in developing program controls and management procedures.

**2. Project Manager**

**FUNCTION DESCRIPTION:** Applies technical, business and management principles and practices to the planning and directing of specific projects.

**EDUCATION REQUIREMENTS:** Bachelor's Degree in Engineering, Business, Physics or related discipline such as Physics or Mathematics from an accredited college or university OR eight (8) additional years of experience as described below.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Ten (10) years experience providing guidance, direction and supervision in the areas of naval aviation maintenance, logistics support planning, management, implementation, maintenance policy and review, acquisition management and production readiness planning. Also desired is experience as a focal point of contact with government technical and contracting staff.

## **B. SERIES: TECHNICAL SPECIALIST**

### **1. Aerospace Engineer**

**FUNCTION DESCRIPTION:** Applies mathematical, physical and engineering principles and practices to the design, development and evaluation of aircraft systems, components and/or support equipment.

**EDUCATION REQUIREMENTS:** Bachelor's Degree in Aerospace Engineering from an accredited college or university.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Two (2) years experience in aerospace engineering assignments to include the following:

- (a) Design or modification of aircraft structures, systems or components, including weight and balance.
- (b) Testing, design or modification of flight controls, including aerodynamic performance.
- (c) Design analysis including functional reliability, maintainability and stress analysis.
- (d) Developmental analysis and review of engineering documentation such as Engineering Change Proposals (ECP's), Airframe Changes (AFC's), Design Change Notices (DCN's), Notices of Exception (NOE's) and technical directives.

### **2. Aviation Maintenance Analyst**

**FUNCTION DESCRIPTION:** Performs and applies systems, components and maintenance analysis principals to determine trends, patterns and history of aviation maintenance actions. Monitors compliance with quality and production documentation, methods, and approved government and industry standards.

**EDUCATION REQUIREMENTS:** Bachelor's Degree in Aviation Maintenance, Business/Management an accredited college or university OR eight (8) years aggregate experience in the areas stipulated above may be substituted for a bachelors degree.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Two (2) years relevant experience performing tasks similar to those listed in the function description above in responsibilities related to Aviation maintenance processes.

### **3. Aviation Maintenance Specialist**

**FUNCTION DESCRIPTION:** Performs technical and manual work in research, installation, modification, maintenance and repair of Aeronautical equipment. Must be able to provide advice and assistance to management in areas of the development and implementation of Aviation Maintenance Master Work Plans utilizing NAVAIR Standard workload process documentation. Includes the interpretation of Aviation Maintenance specifications and directives in a manner that facilitates the overhaul, repair, modification and general maintenance of US Military Aircraft.

**EDUCATION REQUIREMENTS:** Bachelor's Degree in Aviation Maintenance, Engineering, Business, Physics, Mathematics or Computer Science from an accredited college or university OR eight (8) years aggregate experience in the areas stipulated above may be substituted for a bachelors degree.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Six- (6) year's experience.

- (a) Four (4) year's progressive Aviation Maintenance Master Work Plans Development experience in Aircraft, Components, Engines, and support equipment at the depot maintenance level.
- (b) Two (2) years experience with aviation maintenance requirements and implementation techniques and systems used to develop Depot Level work documentation as applied to complex weapon systems and components.

#### **4. Electronics Engineer**

**FUNCTION DESCRIPTION:** Applies mathematical, physical and engineering principles and practices to the design, development and evaluation of aircraft systems, components and/or support equipment.

**EDUCATION REQUIREMENTS:** Bachelor's Degree in Electrical, Electronics or Avionics Engineering from an accredited college or university.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Two (2) years experience with avionics systems analysis techniques, research and development, test and evaluation procedures and establishing reliability and maintainability for complex avionics systems to include:

- (a) Experience with integration requirements and implementation techniques as applied to complex weapons systems.
- (b) Experience in analysis, test and evaluation or systems integration of aircraft weapons systems.
- (c) Experience in electronic warfare systems.

#### **5. Electrical Engineer**

**FUNCTION DESCRIPTION:** Applies mathematical, physical and engineering principles and practices to the design, development and evaluation of aircraft systems, components and/or support equipment.

**EDUCATION REQUIREMENTS:** Bachelor's Degree in Electrical or Electronic Engineering from an accredited college or university.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Two (2) year's electrical/electronic technical experience with analysis techniques, research and development, test and evaluation and reliability and maintainability requirements for complex electrical/electronic systems to include the following:

- (a) Experience with integration requirements and implementation techniques as applied to complex weapons systems.
- (b) Experience in analysis, test and evaluation or systems integration of aircraft weapons systems.

#### **6. Electronic Technician (DOL Occupation Code 23181)**

**FUNCTION DESCRIPTION:** Applies mathematical, physical and engineering principles dimensional measurements and practices to evaluate and maintain, and calibrate aircraft systems test devices and plant facilities equipment, components and/or support equipment to insure equipment is capable of performing to the test specification of the equipment to be used Testing of components, test sets, mechanical devices appropriate for the capabilities of each plant equipment test bench, test station, interface device or any other assembly of subassembly of equipment used for the purposes of maintaining unit under test accuracy of a repairable item IAW Local engineering specifications provided.

**EDUCATION REQUIREMENTS:** High school graduate or GED equivalent.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Six- (6) year's general progressive experience or specialized experience in materials, aerospace, avionics, electrical, electronic, mathematics, physical sciences or other aircraft weapon systems technology, to include the following:

- (a) Demonstrates extensive electronic/aerospace engineering technological knowledge and a capability to solve complex problems; or
- (b) Demonstrates extensive electrical/electronic/avionics engineering technological knowledge and a capability to solve complex calibration problems.

### **7. Engineering Technician (DOL Occupation Code 29084)**

**FUNCTION DESCRIPTION:** Applies mathematical, physical and engineering principles and practices to the design, development and evaluation of aircraft systems, components and/or support equipment to solve complex problems.

**EDUCATION REQUIREMENTS:** High school graduate or GED equivalent.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Six- (6) year's general progressive experience or specialized experience in chemical, materials, aerospace, avionics, electrical, electronic, mathematics, physical sciences or other aircraft weapon systems technology, to include the following:

- (a) Extensive mechanical/aerospace engineering technological knowledge and a capability to solve complex problems; or
- (b) Extensive electrical/electronic/avionics engineering technological knowledge and a capability to solve complex problems.
- (c) Extensive knowledge in the ability to perform calibration procedures for plant equipment, support equipment, and aircraft component test equipment. Must have a background in the ability to develop operating instructions and calibration instructions.

### **8. Industrial Analyst**

**FUNCTION DESCRIPTION:** Performs analysis and applies various scientific and engineering factors which contribute to systems development. Analyzes and reports equipment, hardware and software production status and equipment conditions and deliveries to project staff. Monitors compliance with quality and production documentation, methods, using approved government and industry standards. Performs systems development and effectiveness analysis and evaluations, work methods, work standards, time measurements, pace rating, flow charts, control charts, facility layouts and maintenance records. Independently assesses needs and develops programs and processes to meet those deficiencies.

**EDUCATION REQUIREMENTS:** Bachelors degree in business/management from an accredited college or university or eight (8) years of relevant experience may be substituted for the degree requirement.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Two (2) years relevant experience performing tasks similar to those listed in the function description above in responsibilities related to industrial processes.

### **9. Industrial Engineer**

**FUNCTION DESCRIPTION:** Must be able to provide advice and service to management in areas of the development and implementation of maintenance master work plans for a management information system (MIS) for maintenance for improved methods, Business Process Re-Engineering (BPR) operational documentation, planned workload, feasibility and utilization of labor saving devices, maintenance work and sequencing, manpower utilization, evaluation, evaluation of man-hour savings suggested and conducting methods and work measurement studies. Analyze data concerning installation of new support equipment and tooling.

**EDUCATION REQUIREMENTS:** Bachelor of Science in Engineering (Four-Year Degree)

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** A technical knowledge of the operations, methods, and procedures applicable to maintenance of the various types of equipment employed in an industrial environment, in terms of aircraft and component re-work. A broad working knowledge of workflow through maintenance shops. Extensive background in understanding the major functions required to inter-relations of organizations that provide technical input to maintenance. A technical knowledge of the methods and procedures used to process Plant, Industrial and Support Equipment through rework, repair, modification and calibration. Have a broad knowledge of the maintenance trade skills necessary to maintain aircraft and components. The ability to apply techniques for establishing engineering Time Standards and the procedures for application in a complex industrial activity. Ability to perform a Statistical Analysis.

#### **10. Industrial Engineering Technician (DOL Occupation Code 29084)**

**FUNCTION DESCRIPTION:** Must be able to provide advice and assistance to management in areas of the development and implementation of maintenance masterwork plans for a management information system (MIS) which would include maintenance for improved methods, Business Process Re-Engineering (BPR) operational documentation, planned workload, feasibility and Utilization of labor saving devices, maintenance work and sequencing, manpower utilization, evaluation, evaluation of man-hour savings suggested and conducting methods and work measurement studies.

**EDUCATION REQUIREMENTS:** Associates Degree (Two-Year Degree) in a technical field or related area.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** A technical knowledge of the operations, methods, and procedures applicable to maintenance of the various types of equipment employed in an industrial environment. Understanding of the major functions of organizations that provide technical input to maintenance. A technical knowledge of the methods and procedures used to process Plant, Industrial and Support Equipment through rework, repair, modification and calibration. A broad knowledge of the maintenance trade skills required in performing the skills to maintain aircraft and components.

#### **11. Logistics Analyst**

**FUNCTION DESCRIPTION:** Performs independent work to provide logistic and support system effectiveness analysis, studies and evaluations. Monitors progress of configuration changes and reports system configuration. Provides technical support for all ILS and Configuration Management support elements for systems, hardware and software projects. Develops systems, hardware, and software life cycle support plans and concepts, and monitors inventory and data management activities. Monitors and reports operational deficiencies and coordinates hardware and software design changes. Prepares and processes Engineering Change Proposals, Configuration Management Plans, and screens provisioning and interim support data. Analyzes database design change configurations, monitors COTS tools configuration and support, and provides information resources management efforts for automated tracking systems.

**EDUCATION REQUIREMENTS:** Bachelors Degree from an accredited college/university or a Certified Professional Logistician (CPL) certification or may substitute eight (8) additional years of logistics analysis experience for the required Bachelors Degree or a Certified Professional Logistician (CPL) certification.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Four (4) years experience in logistic support/maintenance engineering. including: (a) two (2) years experience in any logistics support experience, (b) two (2) years specific experience in logistics planning and support of system effectiveness analysis, studies and evaluations, (c) experience or education demonstrating ability to perform ILS studies, analysis and evaluations in support of any DOD weapon systems/equipment

#### **12. Logistics Manager**

**FUNCTION DESCRIPTION:** Applies mathematical, engineering and logistics principles and practices to the planning and directing of logistics support development for aircraft systems, components and/ or related support equipment.

**EDUCATION REQUIREMENTS:** Bachelor's Degree in Engineering, Business or related discipline such as Physics, Mathematics or Computer Science from an accredited college or university or a Certified Professional Logistician (CPL) certification or eight (8) years aggregate experience in the areas stipulated in the function description above.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Eight- (8) year's experience.

- (a) Six (6) years progressive logistics experience in complex weapon systems such as Aircraft, Avionics, Power Plants, Automatic Test Equipment or Support Equipment in at least five (5) of the following elements: configuration management, integrated logistics support categories, operations research or reliability and maintainability.
- (b) Two (2) years experience in the weapon systems field as a team leader performing integrated logistics, project or management support.

### **13. Logistics Management Specialist**

**FUNCTION DESCRIPTION:** Applies mathematical, engineering and logistics principles and practices to the planning and development of logistics support for aircraft systems, components and/ or related support equipment.

**EDUCATION REQUIREMENTS:** Bachelor's Degree in Engineering, Business, Physics, Mathematics or Computer Science from an accredited college or university or a Certified Professional Logistician (CPL) certification or eight (8) years aggregate experience in the areas stipulated above.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Six- (6) year's experience.

- (a) Four (4) year's progressive logistical experience in at least three (3) of the following: research and development, test and evaluation, systems analysis, configuration management, integrated logistics support categories, operations research or reliability and maintainability.
- (b) Two (2) years experience with logistics integration requirements and implementation techniques as applied to complex weapon systems.

### **14. Logistics Technician (DOL Occupation Code 29084)**

**FUNCTION DESCRIPTION:** Applies analytical skills and techniques to logistics operation programs in achieving their objectives. This includes such duties as analyzing the objectives, policies, work operations and program resource estimates and utilization, intra and inters program balances and other aspects of operation programs.

**EDUCATION REQUIREMENTS:** High school graduate or GED equivalent.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Four (4) years experience of progressive experience in materials, avionics, electrical, electronics, mathematics, physical sciences or other weapon systems technology with at least one (1) year performing logistics integration requirements and implementation techniques as applied to complex weapon systems.

### **15. Mechanical Engineer**

**FUNCTION DESCRIPTION:** Applies mathematical, physical and engineering principles and practices to the design, development and evaluation of aircraft systems, components and/or support equipment.

**EDUCATION REQUIREMENTS:** Bachelor's Degree in Aeronautical or Mechanical Engineering from an accredited college or university.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Two (2) years in design of aircraft structures, weight, stress, and fatigue analysis or installation design of military electromechanical components and mechanical systems including experience with integration requirements and implementation techniques as applied to complex weapon systems.

#### **16. Quality Assurance Specialist**

**FUNCTION DESCRIPTION:** Applies Quality Control and inspection to work processes, documentation, methods and performance metrics. Inspects and verifies proper completion and documentation of safety and flight discrepancies. Reviews maintenance source documentation, aircraft inspection records, notes recurring discrepancies or trends and initiates appropriate action. Initiates And reviews quality deficiency reports, technical deficiency and hazardous material reports, ensuring that they are accurate, clear, concise and comprehensive.

**EDUCATION REQUIREMENTS:** Associates Degree (Two-Year Degree) in quality assurance OR Four (4) years experience in the areas stipulated above may be substituted for an Associate Degree.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Six (6) years experience in the areas stipulated above in the function description.

#### **17. Statistician**

**FUNCTION DESCRIPTION:** Applies mathematical analysis techniques to evaluate performance support posture and system effectiveness for aircraft systems, components and/or support equipment.

**EDUCATION REQUIREMENTS:** Bachelor's Degree in Engineering, Business, Mathematics, Physics or Computer Science, to include fifteen (15) semester or equivalent hours in Statistics, from an accredited college or university.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Six (6) years general progressive experience applying analysis techniques to research and development programs, test and evaluation programs, logistics programs and reliability and maintainability programs for complex weapon systems including an ability to analyze large complex systems with many variables and detect deficiencies.

#### **18. Supply Specialist**

**FUNCTION DESCRIPTION:** Performs Technical supply management work such as inventory management material coordination, storage management, cataloging, property utilization relative to depot, local or other supply activities. Actions involve individual case problems or supply actions and require consideration of program requirements. Must possess a good working knowledge of supply system programs, policies, nomenclature, work methods, publications, etc.

**EDUCATION REQUIREMENTS:** High School Graduate or GED equivalent.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Three (3) years experience in management/procurement of material, plant equipment, systems, tools, cost benefit analysis and disposal.

#### **19. System Analyst**

**FUNCTION DESCRIPTION:** Applies systems, scientific and engineering analysis principles and practices to the solution of engineering problems, determining systems specifications and prescribing computer systems programming requirements.

**EDUCATION REQUIREMENTS:** Bachelor's Degree in Engineering, Business, Physics, Mathematics or Computer Science from an accredited college or university OR eight (8) additional years of systems analysis experience.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Ten (10) year's experience.

- (a) Five (5) years of general progressive experience with analysis techniques, research and development, test and evaluation procedures, logistics support or reliability and maintainability requirements for complex weapon systems.
- (b) One (1) year experience in the weapon systems field at a team leader level, including work in integrated logistics, project computer or management support.
- (c) Four (4) years direct management experience covering a broad scope of weapon systems or analysis of system design, development, test and evaluation or maintenance analysis.

**C. SERIES: CLERICAL**

**1. Clerical Typist (DOL Occupation Code 01118)**

**FUNCTION DESCRIPTION:** Applies typing and clerical principles and practices in support engineering/logistics.

**EDUCATION REQUIREMENTS:** High school graduate or GED equivalent with a major endeavor in clerical or business preparatory courses such as typing, English, business mathematics, office methods, office machines, etc.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Three (3) years experience in the preparation of manuscript copy.

- (a) Familiarity with scientific and technical terminology.
- (b) Familiarity with engineering drawings and documents.
- (c) Familiarity with various automated processes and reproduction equipment.
- (d) Ability to use various computer software i.e. Microsoft windows applications in the preparation of documents such as word, presentations, budgets and official correspondence. Ability to type at a speed of 60 NET words per minute.
- (e) Ability to provide typing in final format from rough notes. Technical papers report rough drafts and other similar source material without intermediate rough drafts.
- (f) Ability to incorporate highly specialized and technical terminology with responsibility for correct spelling, punctuation, grammar and proofreading.

**2. Data Entry Clerk (DOL Occupation Code 01132)**

**FUNCTION DESCRIPTION:** Applies typing and clerical principles and practices to the conversion of source documentation for data processing entry.

**EDUCATION REQUIREMENTS:** High school graduate or GED equivalent.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Two- (2) years' experience utilizing data processing entry equipment and word processing systems and associated software.

**D. SERIES: DOCUMENTATION**

**1. Technical Illustrator (DOL Occupation Code 13043)**

**FUNCTION DESCRIPTION:** Applies illustration and drafting principles and practices to the layout of technical illustrations in support of engineering/logistics effort.

**EDUCATION REQUIREMENTS:** High school, trade school, industrial school or correspondence school graduate, who received training in such subjects as freehand drawing, color utilization, layout, drafting and mathematics.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Two- (2) year's general progressive experience and two (2) years specialized experience:

- (a) Two (2) years general progressive experience preparing illustrations of a wide variety of complex mechanical, electrical and electronic equipment and systems. Illustrations include outline drawings, orientation views, comprehensive pictorials, schematic diagrams, cutaways, charts, graphs and others necessary to adequately support text or other presentation of information.
- (b) One (1) year specialized experience researching source data and physical items to develop the composition and layout of the illustration. This includes related graphics services to process, produce or reproduce documentation, drawings, and art and graphics material.
- (c) One (1) year specialized experience utilizing computer graphics for reports or presentations.

## **2. Technical Writer (DOL Occupation Code 29480)**

**FUNCTION DESCRIPTION:** Applies technical data collection and preparation principles and practices to develop engineering logistics reports and publications.

**EDUCATION REQUIREMENTS:** High school graduate with a major endeavor in Business, English or technical writing courses.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Two (2) years specialized experience as a writer of technical reports and publications, which has required subject matter knowledge of the field involved. Such experience may have been gained as a writer of technical articles for publications, as a writer of group prepared technical reports and papers or other types of publications.

## **3. Word Processing/Publications Specialist (DOL Occupation Code 01613)**

**FUNCTION DESCRIPTION:** Applies typing and technical principles and practices to compiling and editing engineering/logistics technical documentation.

**EDUCATION REQUIREMENTS:** High school graduate or GED equivalent

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Two (2) years experience in the use of word processing and/or desk top publishing software including:

- (a) Familiarity with textual entry compilation and editing of technical manuals and documentation.
- (b) Familiarity with technical manual tables diagrams flow charts and graphic designs.
- (c) Ability to prepare manuscript copy at a speed of 45 NET words per minute.
- (c) Ability to incorporate highly specialized and technical terminology with responsibility for correct spelling, punctuation, grammar and proofreading.
- (e) Experience with MASS II and Interleaf Technical Publishing System software.

## **E. SERIES: INDUSTRIAL MAINTENANCE LABOR**

### **1. Carpenter (DOL Occupation Code 23130)**

**FUNCTION DESCRIPTION:** Constructs repairs and installs various articles, items and equipment. Repairs and makes alterations to wooden structures and enclosures. Construct large and complex boxes and crates for bulky or fragile equipment. May manufacture precision-built instrument cases.

EDUCATION REQUIREMENTS: None

KNOWLEDGE, SKILLS, AND EXPERIENCE: Experience working from blueprints sketches and other specifications on layout of new construction, repair or alteration pertaining to work assigned; practical mathematical background. Able to use hand tools such as common to the carpenter's trade.

## **2. Electrician (DOL Occupation Code 23160)**

FUNCTION DESCRIPTION: Constructs, maintains installs, modifies and repairs various electrical wiring systems, electrical controls, electrically operated equipment and instruments, and light and heavy electrical equipment.

EDUCATION REQUIREMENTS: None

KNOWLEDGE, SKILLS, AND EXPERIENCE: Abilities to interpret sketches, blueprints, schematics, and other engineering specifications pertaining to complex electrical systems. Must have a fundamental knowledge of electrical theory as it applies in an industrial environment. Must be thoroughly familiar with the National Electrical Code (NEC) handbook. Must have a working knowledge in the use of troubleshooting and problem solving aids and tools such as; ohmmeters, ammeters, voltmeters, phase rotation meters, industrial analyzers, Wheat-stone bridges, and recording ammeters.

## **3. Electronic Industrial Controls Mechanic (DOL Occupation Code 23183)**

FUNCTION DESCRIPTION: Overhauls, troubleshoots, repairs, constructs, modifies, installs, performs condition verification tests, and maintains highly complex industrial electronic testing, parts fabrication and material processing equipment, controls, instruments, tele-metering systems and components.

EDUCATION REQUIREMENTS: None

KNOWLEDGE, SKILLS, AND EXPERIENCE: Must possess current and through knowledge of analog and digital electronics and electrical theory, including their industrial applications. Requires an extensive knowledge of electrical, pneumatic, hydraulic and mechanical components integral to many industrial systems. Must be able to read and interpret technical publications, blueprints, schematic diagrams, manuals, and local engineering instructions both paper and electronically.

## **4. Equipment Specialist**

FUNCTION DESCRIPTION: Serves as the Naval Aviation depot plant equipment inventory control point. The incumbent is responsible for the receipt; staging; coordination of movement and storage requirements; preservation; disposition; and reutilization of all NAVAVNDEPOT new, in-use, excess, surveyed, unserviceable, and un-repairable equipment.

EDUCATION REQUIREMENTS: None

KNOWLEDGE, SKILLS, AND EXPERIENCE: Thorough knowledge of the directives governing reporting practices procedures, and disposal actions relating to Industrial Plant equipment (IPE), Automated Data Processing equipment (ADPE), and Individual Material Readiness List (IMRL). Accomplishes advanced planning to preposition required material. Takes action on parts shortages by the use of interchangeable or substitute parts or materials or the manufacture of parts, considering time and costs involved. Coordinates material availability and status information to appropriate managers on exception items. Provides detailed material cost estimates to other departments and activities, which will serve as input in determining the feasibility of accepting, or rejecting workload schedules. Must have knowledge to understand the supply system as it relates to equipment control. Must have a clear understanding of federal, state and local laws governing hazardous waste and their impacts on equipment disposal procedures. Must understand testing requirements on various types of equipment necessary for environmental compliance prior to any disposal actions can be taken.

**5. Laborer (DOL Occupation Code 23470)**

**FUNCTION DESCRIPTION:** Loads and unloads supplies, tools, materials and equipment. Moves the above by hand, hand truck, or dolly. Opens crates using appropriate handballs. Stacks boxes under direction of higher authority.

**EDUCATION REQUIREMENTS:** None

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Able to understand oral instructions and recognize situations, which require additional guidance; able to identify common trade tools and supplies; ability to exert moderately heavy physical effort.

**6. Leader**

**FUNCTION DESCRIPTION:** Tracks and monitors the work performed by subordinates, verbally or in writing indicates methods and equipment to be used to accomplish work assignments in a safe manner. Takes steps to correct possible inefficiency, incorrect workload standards, and takes action toward the resolution of potential problems by the determination of the root cause with processes, materials or equipment.

**EDUCATION REQUIREMENTS:** High school graduate or GED equivalent

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Familiar with servicing plant equipment, operation of plant equipment, lighting, ventilation systems, air conditioning systems and the certification process of various overhead hoists.

**7. Material Expediter (DOL Occupation Code 21030)**

**FUNCTION DESCRIPTION:** Locates and moves materials and parts between work areas of an industrial plant to expedite processing of goods, according to predetermined schedules and priorities. Reviews production schedules, inventory reports and work orders to determine types, quantities and availability of required material and customer orders. Locates and moves priority material to specified production areas. Records quantity and type of materials distributed and on hand. Compares work order specifications with material at workstations to verify appropriateness of material in use.

**EDUCATION REQUIREMENTS:** High School Graduate or GED equivalent.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Five (5) years experience in performing expeditor functions as described above in a large industrial plant environment.

**8. Painter (DOL Occupation Code 23760)**

**FUNCTION DESCRIPTION:** Prepares masonry, wood and metal surfaces for painting and paints wood or metal parts, equipment, interiors and exteriors of buildings, surfaces of vessels, and other structures, using spray guns, and other means of application. Applies various other protective or decorative coatings. Blends colors and mixes paints and other surfacing materials.

**EDUCATION REQUIREMENTS:** None

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Must be able to prepare a variety of surfaces for paint, stain, natural finish, etc., and produce a smooth even surface of a specified finish. Must be familiar with the OSHA safety regulations relating to painting and disposal of hazardous materials.

**9. Pipefitter (DOL Occupation Code 23790)**

**FUNCTION DESCRIPTION:** Lays out piping systems or sections and plans assembly in relation to walls, passageways, obstructions, underground tunnels, locations of machinery, appropriate places for holes, and similar considerations. Cuts, bends, threads, and assembles pipe fittings, using various types of shop machinery and equipment and packing pipe as necessary to avoid flattening during bending operations. Make various types of pressure tight joints, threaded and flanged-bolted, flanged-welded, soldered, and silver soldered joints. Installs various types of hand-controlled and automated valves, traps, thermostats, and similar devices. Tests various piping systems under pressure to determine conformance to standards or to locate leaks and other defects.

**EDUCATION REQUIREMENTS:** None

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Must be able to read blueprints, sketches, and other information relating to the layout, assembly and installation of various high and low-pressure systems. Must have a practical mathematical background and be able to perform computations common with the trade.

**10. Production Controller (DOL Occupation Code 21020)**

**FUNCTION DESCRIPTION:** Coordinates and expedites flow of material, parts, and assemblies within or between departments in accordance with production and shipping schedules or department managers priorities. Reviews production schedules and confers with department managers to determine material required or overdue and to locate material. Requisitions material and establishes delivery sequences to departments according to job order priorities and anticipated availability of material. Arranges in-plant transfer of materials to meet production schedules.

**EDUCATION REQUIREMENTS:** High School Graduate or GED equivalent.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Three (3) years experience in performing production, planning/maintenance control in a large industrial environment.

**11. Production Machinery Mechanic (DOL Occupation Code 23530)**

**FUNCTION DESCRIPTION:** Repairs, maintains, installs and overhauls a variety of industrial production machinery, equipment and facilities. Examples of machinery and equipment involved are: conventional and numerically controlled machine tools (point-to-point or positioning control units); metal forming equipment; material handling systems; heat treat and baking ovens; cleaning, plating and painting equipment; test equipment and facilities balancing machines; hoists and lifting devices; hydraulic, pneumatic, cryogenic and chemical systems, and related accessories and components. Performs preventative maintenance on a periodic or scheduled basis. Makes adjustments, lubricates, and conducts operational safety tests.

**EDUCATION REQUIREMENTS:** None

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Must be able to logically analyze, locate and isolate the source of machinery failures or defective operation, using technical knowledge of mechanical theory, machine set up and operation, and interpretation of test results. Has experience exercising skill and caution with hazardous or complex maintenance repair tasks related to hydraulic systems, cryogenic systems, test cells, test benches, numerically controlled machine tools, material handling systems, and similar machinery or equipment.

**12. Production Planner**

**FUNCTION DESCRIPTION:** Coordinates and Plans Workflow in the areas of masterwork plans, repair, overhaul and modification of aircraft and components. Provides planning and scheduling support utilizing a variety of planning tools, including work methods and procedures, process flow tools, budget constraints, manpower availability, organizational structure, and past performance. Provides management personnel with integrated planning and scheduling documentation to enhance total plant productivity.

**EDUCATION REQUIREMENTS:** Associate Degree OR four (4) years experience in the areas stipulated above in the function description may be substituted for an Associate Degree.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Five (5) years experience in the areas stipulated above in the function description paragraph.

### **13. Rigger (DOL Occupation Code 23850)**

**FUNCTION DESCRIPTION:** Directs the operation of cranes and similar equipment. Estimates sizes, weights, equipment capacities, and plans for clearance and safety factors. Uses knowledge to develop methods for moving and controlling the movement of heavy equipment through obstacles and confined areas. Prepares load using appropriate rigging tools and devices necessary to safely maneuver the load.

**EDUCATION REQUIREMENTS:** None

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Experience working from written and oral instructions and is able to interpret blueprints. Must have a thorough knowledge of breaking strains, safe working loads and other physical characteristics of basic rigging equipment such as jacks, chain falls, and various wire ropes. Must have the ability to plan layout and install various rigging, and to use complex multipoint suspension techniques.

### **14. Sheet Metal Mechanic (DOL Occupation Code 23890)**

**FUNCTION DESCRIPTION:** Employs trade methods of geometry and other mathematics to lay out flat sheet metal pieces which will bend, seam and join to form required three dimensional items or parts to lay out metal shapes (angle, tubing, etc.) to construct frames, stands dollies, carts or other required structures. Typical work performed on existing facilities air ventilation ducting and drainage systems. Must have extensive knowledge of common trade tool.

**EDUCATION REQUIREMENTS:** None

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Must be able to analyze sheet metal pattern layouts, using geometry and other mathematics calculations. Must be able to read and interpret blueprints and sketches, understand and carry out work orders both verbal and written. Must be able to setup and operate equipment and machinery for the cutting, forming and assembly of metal parts. Must be thoroughly familiar with environmental safety issues such as asbestos awareness and procedures involving chemical handling.

### **15. Supervisor**

**FUNCTION DESCRIPTION:** Responsible for planning, assigning, and directing work, and for training subordinates. Responsible for enforcing disciplinary and safety regulations, tool control, good housekeeping practices and FOD prevention, and performing administrative functions for subordinates.

**EDUCATION REQUIREMENTS:** High school graduate or GED equivalent.

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Must be able to understand provide direction and recognize situations, which require additional guidance. Must be able to identify common trade tools and supplies. Experience in tracking and monitoring the work performed by subordinates, verbally or in writing that indicates methods and equipment to be used to accomplish work assignments in a safe manner. Experiencing in taking proper steps to correct possible inefficiency, incorrect workload standards, and takes action toward the resolution of potential problems by the determination of the root cause with processes, materials or equipment. Has previous supervisory experience.

### **16. Warehouseman (DOL Occupation Code 21400)**

**FUNCTION DESCRIPTION:** Loads and unloads supplies, tools, materials and equipment. Moves the above by hand, hand truck, or dolly. Organizes equipment and provides equipment location information for inventory purposes.

**EDUCATION REQUIREMENTS:** None

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Able to understand oral instructions and recognize situations, which require additional guidance. Able to identify and use common trade tools and supplies and the ability to exert moderately heavy physical effort.

#### **17. Welder (DOL Occupation Code 23960)**

**FUNCTION DESCRIPTION:** Working from blueprints and specifications plans welding technique and sequence of welding operations on complete aircraft assemblies. Selects proper size and types of electrodes or welding rods for type of weld. Takes fire and other safety precautions. Welds structure assemblies subject to stress and such as motor mounts, landing gear, and stressed supports bays and gun mounts. Must be able to weld high-pressure lines, manifolds and tanks where extreme caution must be exercised to prevent leaks and cracks to equipment and hazardous conditions to personnel.

**EDUCATION REQUIREMENTS:** None

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Experience in set-up and operating equipment associated with the metallic arc, shielded metal arc, and the gas tungsten-arc welding processes to weld aircraft components, structures, containers and cylinders of commonly used metals. Experience in controlling welding techniques to meet weld dimension tolerance, strength, and other requirements and to weld assemblies and parts where evenness of fit and smoothness of contour is critical. Experience in trade related processes: flame-cutting, stress-relieving, induction brazing, lead and heliarc brazing, and pass the appropriate certification examination.

#### **18. Forklift Operator (DOL Occupation Code 21071)**

**FUNCTION DESCRIPTION:** Operates a manually controlled gasoline, electric, or liquid propane gas powered forklift to transport goods and materials of all kinds about a warehouse, manufacturing plant, or other establishment.

**EDUCATION REQUIREMENTS:** None

**KNOWLEDGE, SKILLS, AND EXPERIENCE:** Three (3) years experience in the operation of forklifts in a large industrial environment.

CLAUSES INCORPORATED BY FULL TEXT

#### **C.33 CONTRACT DATA REQUIREMENTS LIST**

Contract Line Item Number (CLIN) 0003 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, Exhibit "A" of this contract.

#### **C.34 CONTRACT DATA REQUIREMENTS LIST (OPTION)**

Contract Line Item Number (CLIN) 0006, if the option is exercised, shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, Exhibit "B" of this contract.

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY REFERENCE

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

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9507 PACKAGING AND MARKING OF REPORTS (SEP 1999)**

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

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

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

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

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

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

[To be identified at the Task Order level.]

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

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

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

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

## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY REFERENCE

252.246-7000 Material Inspection And Receiving Report

MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) Definitions. As used in this clause-

"Contractor's managerial personnel," means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operation at any one plant or separate location where the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

"Materials," includes data when the contract does not include the Warranty of Data clause.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the material, fabricating methods, work, and services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspection or test on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) Unless otherwise specified in the contract, the Government shall accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they shall be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(f) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (h) below, the cost of replacement or correction shall be determined under the Payments Under Time-and-Materials and Labor-Hour Contracts clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken.

(g)(1) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--

(i) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(ii) Terminate this contract for default.

(2) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute.

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

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

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

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

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

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

## Section F - Deliveries or Performance

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The contract shall commence on 1 June 2005 and shall continue for a period of three years. 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 (MAR 1999) (NAVAIR)**

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is \$250,000.00; the maximum quantity, including all options is \$48,468,090.00.

**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 (and Exhibit B if option is exercised), 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.

(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 Contracting Officer's Representative (COR).

(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 COR.

(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:

1. Commander, NAWCWD,  
Code 210000D (Jane Price)  
429 E. Bowen Road, Stop 4015  
China Lake, CA 93555-6108  
E-mail address: [jane.price@navy.mil](mailto:jane.price@navy.mil)
  
2. Commanding Officer,  
Naval Air Depot, North Island  
Attn: Code 02130 (b)(6) , B90-2  
P.O. Box 357058  
San Diego, CA 92135-7058  
E-mail address: (b)(6)
  
3. Other addresses may be included in each individual Task Order when applicable.

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

(1) The period of performance for CLIN(s) 0004 through 0006 is two years beginning 1 June 2008 and ending 31 May 2010. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the FAR Clause 52.217-9 – Option to Extend the Term of the Contract .

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

**252.242-7000 POSTAWARD CONFERENCE (DEC 1991)**

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

**5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992) ALT II (DEC 1996)**

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b)(i) In accordance with DFARS 242.803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor from the Mid-Atlantic Region Alexandria (Rosslyn) Branch Office has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the final invoices, which shall be submitted to the contract auditor at the following address:

Defense Contract Audit Agency  
Mid-Atlantic Region Rosslyn Branch Office  
6800 Versar Center, Suite 329  
Springfield, VA 22151-4147  
Telephone No.: 703-325-0411

A copy of every invoice, to include supporting backup documentation, shall also be provided to the individuals listed below, at the address shown below:

Commander, NAWCWD  
Code 210000D (Jane Price)  
429 E Bowen Road, Stop 4015  
China Lake, CA 93555-6108  
E-mail address: [jane.price@navy.mil](mailto:jane.price@navy.mil)

Commanding Officer  
Naval Air Depot, North Island  
Attn: Code 02130 (b)(6) B90-2  
P.O. Box 357058, San Diego, CA 92135-7058  
E-mail address: (b)(6)

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order, if applicable.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN).
- (2) Subline item number (SLIN).

- (3) Accounting Classification Reference Number (ACRN).
- (4) Payment terms.
- (5) Procuring activity.
- (6) Date supplies provided or services performed.
- (7) Costs incurred and allowable under the contract.
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided.
- (e) A DD Form 250, "Material Inspection and Receiving Report",
  - is required with each invoice submittal.
  - is required only with the final invoice.
  - is not required.
- (f) A Certificate of Performance
  - shall be provided with each invoice submittal.
  - is not required.
- (g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.
- (h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/ SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

#### **5252.232-9503 INVOICE INSTRUCTIONS (MAR 1999)**

- (a) General. Strict compliance with the invoice instructions will facilitate early payment of invoices. However, no payment can be made until the contract is returned, properly executed, to Commander, NAWCWD, Attn: Code 210000D (Jane Price), 429 E. Bowen Road, Stop 4015, China Lake, CA. 93555-6108.
- (b) Assignments. Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the contractor - not the assignee - is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:  
Pursuant to the instrument of assignment, dated \_\_\_\_\_, make payment of this invoice to [name and address of assignee].
- (c) Contractor Request for Progress Payment. If the contract provides for progress payments, each contractor request for progress payment shall be submitted on Standard Form 1443, Contractor Request for Progress Payment, directly to the ACO with any additional information reasonably requested by the ACO. With regard to ceiling priced orders, each Contractor Progress Payment Request shall be made in accordance with paragraph (k) of the clause entitled "Ordering -Provisioned Items", if included in the contract, or paragraph (k) of the clause entitled "Orders (Fixed-Price)". If the contract includes Foreign Military Sales (FMS) requirements, request for progress payment shall be submitted in accordance with the procedures of DFARS Clause 252.232-7002, "Progress Payments for Foreign Military Sales Acquisitions".

#### **5252.232-9521 PAYMENT INQUIRIES (NAVAIR) (AUG 1998)**

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

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

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

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

E-Mail Address: [ntaalex@aol.com](mailto:ntaalex@aol.com)

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contracting Officer has designated (b)(6) as the authorized Contracting Officer's Representative (COR) for this contract. (b)(6) mailing address, code, telephone number, and e-mail address is provided below:

Commanding Officer  
Naval Air Depot, North Island  
Attn: (b)(6) Code 02130, B90-2  
P.O. Box 357058  
San Diego, CA 92135-7058  
E-mail Address: (b)(6)

(b) The duties of the COR are limited to the following: monitoring the performance and progress as well as overall technical management of the contract and Task Orders issued.

(c) The COR should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of this contract.

(d) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor shall promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

## CLAUSES INCORPORATED BY FULL TEXT

**5252.210-9501 AVAILABILITY OF UNIQUE DATA ITEM DESCRIPTIONS (UDIDs) AND DATA ITEM DESCRIPTIONS (DIDs) (JULY 2003)**

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. For questions regarding the site, you may contact the Special Assistance Desk at (215) 697-2179. Requests may also be made by FAX and must contain each desired AMSDL, DID, or UDID listed by document identifier (e.g., AMSDL should be listed as DoD 5010.12-L) and the requestor's complete mailing address. A maximum of one (1) copy of each document will be issued. Requests should be faxed to (215) 697-1462.

**5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (DEV) (DEC 2001)**

(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 alternate Friday, then such holiday shall be observed by the assigned Government employees at the using activity.

**5252.216-9534 TASK ORDERS PROCEDURES (SEP 1999)**

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

Commander, NAWCWD  
Code 210000  
429 E Bowen Road, Stop 4015  
China Lake, CA 93555-6108

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(A) notify the Ordering Officer immediately,

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

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

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

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

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

#### **5252.216-9540 ISSUANCE OF ORDERS USING STREAMLINED PROCEDURES (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 response 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 proposed an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit it's 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 with in 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.

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

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

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

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

A Service Contract Act (SCA) Department of Labor (DOL) Wage Determination Number 94-2058 REV (32) for the San Diego, CA. area is provided in Section J as Attachment (3) and is applicable to this solicitation/contract. If a new wage determination is received prior to contract award, it will be into the contract.

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

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

**5252.227-9507 NOTICE REGARDING THE DISSEMINATION OF EXPORT-CONTROLLED TECHNICAL DATA (JAN 1992)**

(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 use or misuse of the information, technical data or specifications in this contract. It shall not be liable for any patent infringement or contributory patent infringement. The Government neither warrants the adequacy nor the completeness of the information, technical data or specifications in this contract.

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

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

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

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

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

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

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

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

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

- (a) Comprehensive General Liability: \$200,000.00 per person and \$500,000.00 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000.00 per person and \$500,000.00 per accident for bodily injury and \$500,000.00 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: \$200,000.00 per person and \$500,000.00 per occurrence for bodily injury, other than passenger liability; \$200,000.00 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000.00 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

**5252.232-9507 LIMITATION OF FUNDS - TIME AND MATERIAL AND LABOR-HOUR CONTRACTS (NOV 1999)**

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

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

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

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

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

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

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

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

writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the contract or Task Order.

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

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

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

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

(k) Nothing in this clause shall affect the right of the Government to terminate this contract or an individual Task Order. If this contract or a Task Order is terminated, the Government and the contractor shall negotiate an equitable distribution of all property produced or purchased under the contract or Task Order, based upon the share of costs incurred by each.

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

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

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

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

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

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

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

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

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

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

(f) Per Diem. The contractor shall not be paid for per diem for contractor personnel who reside in the metropolitan areas in which the tasks are being performed. Per Diem shall not be paid on services performed within a fifty-mile radius of the contractor's home office or the contractor's local office. Per Diem is authorized for contractor personnel beyond a fifty-mile radius of the contractor's home or local offices whenever a task assigned requires work to be done at a temporary alternate worksite. Per Diem shall be paid to the contractor only to the extent that overnight stay is necessary and authorized under this contract. The authorized per diem rate shall be the same as the prevailing per diem in the worksite locality. These rates will be based on rates contained in the FTR, JTR or SR. The applicable rate is authorized at a flat seventy-five (75%) percent on the day of departure from contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

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

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

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

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

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

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

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

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

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

Commander, NAWCWD  
Attn: Code 210000D, Ms. Doreen Robbins  
429 E Bowen Road, Stop 4015  
China Lake, CA 93555-6108  
E-Mail Address: [doreen.robbs@navy.mil](mailto:doreen.robbs@navy.mil)  
Telephone Number: 760-939-9665

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

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

(b) Authorization to Use Government Production and Research Property, Material, and Agency Peculiar Property Currently Covered by Government Contracts Without Rental Charge in Performing this Contract. Government production and research property, material, and agency peculiar property covered by the following listed Government contracts on the effective date of this contract is hereby authorized for use on a rent-free, non-interference basis in the performance of this contract and sub-contracts of any tier issued hereunder:  
Contract No(s):

NONE

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

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

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

Will be defined within individual Task Orders when applicable

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

Will be defined within individual Task Orders when applicable

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

NONE

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

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

Will be defined within individual Task Orders when applicable

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

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

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

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

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

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

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

Will be defined within individual Task Orders when applicable

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

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

Will be defined within individual Task Orders when applicable

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

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

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

(2) Installations.

Will be defined within individual Task orders when applicable

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

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

Bailment Agreement  
Under which

(2) Description            Serial Number            Accountable

NONE

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

(h) Installation Cost. The estimated cost, and fee, if any, of this contract makes full allowance for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

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

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

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

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

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

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.211-5	Material Requirements	AUG 2000
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-11	Ozone-Depleting Substances	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	DEC 1991

52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-13	Bankruptcy	JUL 1995
52.243-3	Changes--Time-And-Material Or Labor-Hours	SEP 2000
52.244-6	Subcontracts for Commercial Items	JUL 2004
52.246-23	Limitation Of Liability	FEB 1997
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6 Alt IV	Termination (Cost Reimbursement) (May 2004) - Alternate IV	SEP 1996
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.209-7000	Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty	NOV 1995
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7013	Duty-Free Entry	JAN 2004
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	APR 2003
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.225-7030	Restriction On Acquisition Of Carbon, Alloy, And Armor Steel Plate	APR 2003
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.231-7000	Supplemental Cost Principles	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
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 1 June 2005

through 31 May 2008 for the base period of performance. The ordering period for the option period of performance is from 1 June 2008 through 31 May 2010.

(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 \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$3,000,000.00;

(2) Any order for a combination of items in excess of \$10,000,000.00; or

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

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

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

**52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after the end of the ordering period.

**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance

hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 7 days before completion of the contract.

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

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

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

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

**52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (JUN 2003)**

(a) Definition. "Small business concern," as used in this clause, 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 size standards in this solicitation.

(b) General.

(1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

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

**52.222-41 SERVICE CONTRACT ACT OF 1965, AS AMENDED (MAY 1989)**

(a) Definitions. "Act," as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

"Contractor," as used in this clause or in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee," as used in this clause, means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) Applicability. This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) Compensation. (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the

wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) Adjustment of Compensation. If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) Obligation to Furnish Fringe Benefits. The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) **Minimum Wage.** In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) **Successor Contracts.** If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) **Notification to Employees.** The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) **Safe and Sanitary Working Conditions.** The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) **Records.** (1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

- (i) For each employee subject to the Act--
  - (A) Name and address and social security number;
  - (B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
  - (C) Daily and weekly hours worked by each employee; and
  - (D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) Pay Periods. The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) Withholding of Payments and Termination of Contract. The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) Subcontracts. The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) Collective Bargaining Agreements Applicable to Service Employees. If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) Seniority List. Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) Rulings and Interpretations. Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) Contractor's Certification. (1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(q) Variations, Tolerances, and Exemptions Involving Employment. Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the

following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub. L. 92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Bureau of Apprenticeship and Training, Employment and Training Administration, U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) Tips. An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision--

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);

(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) Disputes Concerning Labor Standards. The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and

states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

<u>Employee Class</u>	<u>(*DOL Occupation Code)</u>	<u>Monetary Wage-Fringe Benefits</u>
Electronic Technician	23181	GS-09 \$19.81 plus \$4.97
Engineering Technican	29084	GS-07 \$16.19 plus \$4.06
Industrial Engineering Technician	29084	GS-07 \$16.19 plus \$4.06
Logistics Technician	29084	GS-07 \$16.19 plus \$4.06
Clerical Typist	01118	GS-07 \$16.19 plus \$4.06
Data Entry Clerk	01132	GS-07 \$16.19 plus \$4.06
Technical Illustrator	13043	GS-09 \$19.81 plus \$4.97
Technical Writer	29480	GS-11 \$23.97 plus \$6.01
Word Processing/Publications Spec.	01613	GS-07 \$16.19 plus \$4.06
Carpenter	23130	WG-10 \$20.69 plus \$5.19
Electrician	23160	WG-10 \$20.69 plus \$5.19
Electronic Industrial Controls Mechanic	23183	WG-10 \$20.69 plus \$5.19
Laborer	23470	WG-08 \$18.45 plus \$4.63
Material Expediter	21030	WG-05 \$15.11 plus \$3.79
Painter	23760	WG-10 \$20.69 plus \$5.19
Pipefitter	23790	WG-10 \$20.69 plus \$5.19
Production Controller	21020	WG-08 \$18.45 plus \$4.63
Production Machinery Mechanic	23530	WG-10 \$20.69 plus \$5.19
Rigger	23850	WG-10 \$20.69 plus \$5.19
Sheet Metal Mechanic	23890	WG-10 \$20.69 plus \$5.19
Warehouseman	21400	WG-08 \$18.45 plus \$4.63
Welder	23960	WG-10 \$20.69 plus \$5.19
Forklift Operator	21071	WG-06 \$16.21 plus \$4.06

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

**52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE  
ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (MAY 1989)**

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

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

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

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

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

#### **52.232-7 PAYMENTS UNDER TIME-AND-MATERIALS AND LABOR-HOUR CONTRACTS (DEC 2002)**

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

(a) *Hourly rate.*

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

timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

(2) Unless otherwise prescribed in the Schedule, the Contracting Officer shall withhold 5 percent of the amounts due under this paragraph (a), but the total amount withheld shall not exceed \$50,000. The amounts withheld shall be retained until the execution and delivery of a release by the Contractor as provided in paragraph (f) of this section.

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

(b) *Materials and subcontracts.*

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

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

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

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

(ii) Will make these payments determined due-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) *Interim payments.*

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

(2) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

**52.244-2 SUBCONTRACTS (AUG 1998)**

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

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

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

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

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

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

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

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

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

#### **52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

#### **52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)**

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

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

#### **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.

**252.204-7004 CENTRAL CONTRACTOR REGISTRATION (OCT 2003) – ALT A (NOV 2003)**

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

“Central Contractor Registration (CCR) database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) code” means--

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code.”

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR database” means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(2) The Contractor's CAGE code is in the CCR database; and

(3) The Government has validated all mandatory data fields and has marked the records “Active.”

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from

the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

## **252.227-7013 RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS (NOV 1995)**

(a) Definitions. As used in this clause:

(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.

(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.

(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(5) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.

(6) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.

(7) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(8) "Developed exclusively with government funds" means development was not accomplished exclusively or partially at private expense.

(9) "Developed with mixed funding" means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(10) "Form, fit, and function data" means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.

(11) "Government purpose" means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to--

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(13) "Limited rights" means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release or disclose such data or authorize the use or reproduction of the data by persons outside the Government if reproduction, release, disclosure, or use is--

(i) Necessary for emergency repair and overhaul; or

(ii) A release or disclosure of technical data (other than detailed manufacturing or process data) to, or use of such data by, a foreign government that is in the interest of the Government and is required for evaluational or informational purposes;

(iii) Subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iv) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(14) "Technical data" means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.

(15) "Unlimited rights" means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The Contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):

(1) Unlimited rights.

The Government shall have unlimited rights in technical data that are--

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;

(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;

(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;

(iv) Form, fit, and function data;

(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);

(vi) Corrections or changes to technical data furnished to the Contractor by the Government;

(vii) Otherwise publicly available or have been released or disclosed by the Contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or

(ix) Data furnished to the Government, under this or any other Government contract or subcontract thereunder, with--

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or

(B) Government purpose rights and the Contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data--

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(ii) and (b)(iv) through (b)(ix) of this clause; or

(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless--

(A) Prior to release or disclosure, the intended recipient is subject to the non-disclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or

(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The Contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data--

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the Contractor that the data have been destroyed.

(iii) The Contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the Contractor agrees to promptly enter into negotiations with the Contracting Officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the Contractor has granted

the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(13) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights.

Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless--

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability.

The Contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(13) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the Contractor.

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure. (1) This paragraph does not apply to restrictions based solely on copyright.

(2) Except as provided in paragraph (e)(3) of this clause, technical data that the Contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract (the Attachment). The Contractor shall not deliver any data with restrictive markings unless the data are listed on the Attachment.

(3) In addition to the assertions made in the Attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the Contracting Officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the Contractor:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data. The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

Technical data	Basis for	Asserted	Name of
to be furnished	assertion	rights	person
with restrictions		category	asserting
			restrictions
(LIST)	(LIST)	(LIST)	(LIST).....
(1)	(2)	(3)	(4)

(1) If the assertion is applicable to items, components or processes developed at private expense, identify both the data and each such item, component, or process.

(2) Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially

at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

(3) Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).

(4) Corporation, individual, or other person, as appropriate.

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

(4) When requested by the Contracting Officer, the Contractor shall provide sufficient information to enable the Contracting Officer to evaluate the Contractor's assertions. The Contracting Officer reserves the right to add the Contractor's assertions to the Attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The Contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The Contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government purpose rights shall be marked as follows:

Government Purpose Rights

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

Expiration Date \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

Limited Rights \_\_\_\_\_

Contract No. \_\_\_\_\_

Contractor Name \_\_\_\_\_

Contractor Address \_\_\_\_\_

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data--Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named Contractor.

(End of legend)

## (4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

## Special License Rights

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. \_\_\_\_\_ (Insert contract number) \_\_\_\_\_, License No. \_\_\_\_\_ (Insert license identifier) \_\_\_\_\_. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Pre-existing data markings. If the terms of a prior contract or license permitted the Contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the Contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the Contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall--

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings. (1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the Contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified. (2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking and the Contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the Contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.

(1) The Contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when--

(i) The Government has acquired, by any means, the same or greater rights in the data; or

(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause--

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the Contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.

(1) The Contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other

contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.

(4) The Contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.

(5) In no event shall the Contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligations to the Government.

### **252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)**

(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 one of the electronic forms provided for in paragraph (b) of this clause.

(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 using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

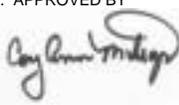
(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

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

## Exhibit/Attachment Table of Contents

<u>DOCUMENT TYPE</u>	<u>DESCRIPTION</u>	<u>PAGES</u>	<u>DATE</u>
Exhibit "A" and "B"	Contract Data Requirements List (CDRLs), DD Form 1429 (DRAFT)	14	
Attachment (1)	Department of Labor (DOL) Wage Determination Number 94-2058 REV (32)	9	

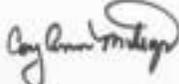
<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining 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 <b>A</b>	C. CATEGORY: TDP TM OTHER: MISC					
D. SYSTEM/ITEM <b>NAVAIR Depot NI Support</b>			E. CONTRACT/PR NO. <b>N68936-05-D-0013</b>		F. CONTRACTOR <b>National Technologies Associates</b>			
1. DATA ITEM NO. <b>A001</b>	2. TITLE OF DATA ITEM <b>TECHNICAL REPORT – STUDY/SERVICES</b>			3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MISC-80508A</b>			5. CONTRACT REFERENCE <b>PWS Para 3.0</b>		6. REQUIRING OFFICE			
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>SEE BLOCK 16</b>	10. FREQUENCY <b>ASREQ</b>	12. DATE OF FIRST SUBMISSION <b>See Block 16</b>		14. DISTRIBUTION			
8. APP CODE <b>A</b>	11. AS OF DATE <b>See Block 16</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLOCK 16</b>		a. ADDRESSEE			
<b>16. Remarks</b>  <b>Block 4: Report may be in contractor format as long as DID is used for guidance.</b>  <b>Block 9: Distribution Statement E: Distribution authorized to DoD Components only; Critical technology; (DATE). Other requests shall be referred to the Naval Air Depot North Island, San Diego, CA.</b>  <b>Blocks 12 &amp; 13: Contractor shall submit in accordance with individual Task Orders.</b>  <b>Block 14: Data shall be submitted in an electronic format agreed upon by the Government and Contractor prior to first submittal. Additional distribution addresses will be listed in individual task orders.</b>					b. COPIES			
					Draft		Final	
					Reg		Repro	
					<b>Code 02130</b>		<b>1 0</b>	
					<b>Code 210000D</b>		<b>LTR ONLY</b>	
15. TOTAL					<b>0 1 0</b>			
G. PREPARED BY NAVAIR WD 1 Administration Circle China Lake, CA 93555-6100		H. DATE 050120	I. APPROVED BY 		J. DATE 050317			

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT <b>A</b>	C. CATEGORY: TDP TM OTHER: ADMN					
D. SYSTEM/ITEM <b>NAVAIR Depot NI Support</b>			E. CONTRACT/PR NO. <b>N68936-05-D-0013</b>		F. CONTRACTOR <b>National Technologies Associates</b>			
1. DATA ITEM NO. <b>A002</b>	2. TITLE OF DATA ITEM <b>CONFERENCE MINUTES</b>				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) <b>DI-ADMN-81250A</b>			5. CONTRACT REFERENCE <b>PWS Section 3.7.1</b>		6. REQUIRING OFFICE			
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>See Block 16</b>	10. FREQUENCY <b>ASREQ</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>		14. DISTRIBUTION			
8. APP CODE <b>A</b>		11. AS OF DATE <b>N/A</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>		a. ADDRESSEE	b. COPIES		
						Draft	Final	
						Reg	Repro	
<b>16. Remarks</b>  <b>Block 4: Minutes may be in contractor format as long as DID is used for guidance.</b>  <b>Block 9: Distribution Statement E: Distribution authorized to DoD Components only; Critical technology;(DATE). Other requests shall be referred to the Naval Air Depot North Island, San Diego, CA.</b>  <b>Block 12 &amp; 13: Minutes shall be delivered to the Government 5 DA after each meeting unless individual task order specifies a different delivery period.</b>  <b>Block 14: Minutes shall be delivered in an electronic format agreed upon by both Government and Contractor prior to first delivery. Additional distribution addresses will be listed in individual task orders.</b>						Code 02130	1	0
						Code 210000D	LTR	ONLY
						15. TOTAL →		
H. PREPARED BY NAVAIR WD 1 Administration Circle China Lake, CA 93555-6100		H. DATE  050120		I. APPROVED BY 		J. DATE  050317		

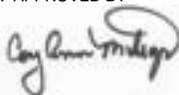


<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188				
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D. SYSTEM/ITEM <b>NAVAIR Depot NI</b>			E. CONTRACT/PR NO. <b>N68936-05-D-0013</b>		F. CONTRACTOR <b>National Technologies Associates</b>				
1. DATA ITEM NO. <b>A004</b>	2. TITLE OF DATA ITEM <b>PRESENTATION MATERIAL</b>			3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) <b>DI-ADMN-81249A</b>			5. CONTRACT REFERENCE <b>PWS Para 3.7.1</b>		6. REQUIRING OFFICE				
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>See Block 16</b>	10. FREQUENCY <b>ASREQ</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>		14. DISTRIBUTION				
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>N/A</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>		a. ADDRESSEE				
<b>16. Remarks</b>  <b>Block 4: Material may be in contractor format as long as DID is used for guidance.</b>  <b>Block 9: Distribution Statement E: Distribution authorized to DoD Components only; Critical technology;(DATE). Other requests shall be referred to the Naval Air Depot North Island, San Diego, CA.</b>  <b>Block 12 &amp; 13: Presentation materials shall be delivered to the Government 10 Days after meeting exit.</b>  <b>Block 14: Material shall be delivered in an electronic format agreed upon by both Government and Contractor prior to first delivery. Additional distribution addresses will be listed in individual task orders.</b>					b. COPIES		Final		
					Code 02130		0	1	0
					Code 210000D			LTR	ONLY
					15. TOTAL				
J. PREPARED BY NAVAIR WD 1 Administration Circle China Lake, CA 93555-6100		H. DATE 050120		I. APPROVED BY 		J. DATE 050317			

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188				
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT <b>A</b>	C. CATEGORY: TDP TM OTHER: MGMT						
D. SYSTEM/ITEM <b>NAVAIR Depot NI Support</b>			E. CONTRACT/PR NO. <b>N68936-05-D-0013</b>		F. CONTRACTOR <b>National Technologies Associates</b>				
1. DATA ITEM NO. <b>A005</b>	2. TITLE OF DATA ITEM <b>CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT</b>			3. SUBTITLE <b>Task Order Monthly Progress Report</b>					
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MGMT-80227</b>			5. CONTRACT REFERENCE <b>PWS Para 6.2 &amp; 5.2</b>		6. REQUIRING OFFICE				
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>See Block 16</b>	10. FREQUENCY <b>MTHLY</b>	12. DATE OF FIRST SUBMISSION <b>45 DAC</b>	14. DISTRIBUTION					
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>EOM</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>	a. ADDRESSEE		b. COPIES			
						Draft	Final		
<p><b>16. Remarks</b></p> <p><b>Block 4: Report may be in contractor format as long as DID is used for guidance and information requested in the Block 5 contract reference is included.</b></p> <p><b>Block 9: Distribution Statement E: Distribution authorized to DoD Components only; Critical technology;(DATE). Other requests shall be referred to the Naval Air Depot North Island, San Diego, CA.</b></p> <p><b>Block 13: First report due 45 days after contract award. Subsequent reports are due 10 days after end of month.</b></p> <p><b>Block 14: Report shall be delivered in an electronic format agreed upon by both Government and Contractor prior to first delivery. Additional distribution addresses will be listed in individual task orders.</b></p>						Reg	Repro		
						<b>Code 02130</b>	<b>1</b>	<b>0</b>	
						<b>Code 210000D</b>	<b>1</b>	<b>0</b>	
				15. TOTAL					<b>2</b>
K. PREPARED BY NAVAIR WD 1 Administration Circle China Lake, CA 93555-6100		H. DATE  050120	I. APPROVED BY 		J. DATE  050317				

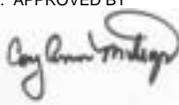
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D. SYSTEM/ITEM <b>NAVAIR Depot NI Support</b>			E. CONTRACT/PR NO. <b>N68936-05-D-0013</b>		F. CONTRACTOR <b>National Technologies Associates</b>		
1. DATA ITEM NO. <b>A006</b>	2. TITLE OF DATA ITEM <b>CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT</b>			3. SUBTITLE <b>Summary Task Order Monthly Progress Report</b>			
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MGMT-80227</b>		5. CONTRACT REFERENCE <b>PWS Para 6.2 &amp; 5.2</b>			6. REQUIRING OFFICE		
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>See Block 16</b>	10. FREQUENCY <b>MTHLY</b>	12. DATE OF FIRST SUBMISSION <b>45 DAC</b>	14. DISTRIBUTION			
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>EOM</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>	a. ADDRESSEE		b. COPIES	
						Draft	Final
<b>17. Remarks</b>  <b>Block 4: Report may be in contractor format as long as DID is used for guidance and information requested in the Block 5 contract reference is included.</b>  <b>Block 9: Distribution Statement E: Distribution authorized to DoD Components only; Critical technology;(DATE). Other requests shall be referred to the Naval Air Depot North Island, San Diego, CA.</b>  <b>Block 13: First report due 45 days after contract award. Subsequent reports are due 10 days after end of month.</b>  <b>Block 14: Report shall be delivered in an electronic format agreed upon by both Government and Contractor prior to first delivery. Additional distribution addresses will be listed in individual task orders.</b>						Reg	Repro
				<b>Code 02130</b>		<b>1</b>	<b>0</b>
				<b>Code 210000D</b>		<b>1</b>	<b>0</b>
				<b>15. TOTAL</b> →			
L. PREPARED BY NAVAIR WD 1 Administration Circle China Lake, CA 93555-6100		H. DATE  050120	I. APPROVED BY 		J. DATE  050317		

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188					
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT <b>A</b>	C. CATEGORY: TDP TM OTHER: MISC							
D. SYSTEM/ITEM <b>NAVAIR Depot NI Support</b>			E. CONTRACT/PR NO. <b>N68936-05-D-0013</b>		F. CONTRACTOR <b>National Technologies Associates</b>					
1. DATA ITEM NO. <b>A007</b>	2. TITLE OF DATA ITEM <b>TECHNICAL REPORT – STUDY/SERVICES</b>			3. SUBTITLE <b>Contractor Personnel Listing</b>						
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MISC-80508A</b>			5. CONTRACT REFERENCE <b>PWS Para 6.3</b>		6. REQUIRING OFFICE					
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>See Block 16</b>	10. FREQUENCY <b>QUARTERLY</b>	12. DATE OF FIRST SUBMISSION <b>45 DAC</b>		14. DISTRIBUTION					
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>N/A</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>		a. ADDRESSEE					
<b>16. Remarks</b>  <b>Block 4: List may be in contractor format as long as DID is used for guidance.</b>  <b>Block 9: Distribution Statement E: Distribution authorized to DoD Components only; Critical technology (DATE). Other requests shall be referred to the Naval Air Depot North Island, San Diego, CA.</b>  <b>Block 13: The list shall be updated and submitted quarterly for the life of the contract.</b>  <b>Block 14: List shall be delivered in an electronic format agreed upon by both Government and Contractor prior to first delivery.</b>					b. COPIES					
							Final			
							Draft			
							Reg	Repro		
							<b>0</b>	<b>1</b>	<b>0</b>	
							<b>Code 21000D</b>	<b>1</b>	<b>0</b>	
15. TOTAL					<b>0</b>	<b>2</b>	<b>0</b>			
M. PREPARED BY NAVAIR WD 1 Administration Circle China Lake, CA 93555-6100		H. DATE  050120	I. APPROVED BY 		J. DATE  050317					

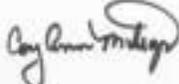
<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188			
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining 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 <b>B</b>		C. CATEGORY: TDP TM OTHER: MISC				
D. SYSTEM/ITEM <b>NAVAIR Depot NI Support</b>			E. CONTRACT/PR NO. <b>N68936-05-D-0013</b>		F. CONTRACTOR <b>National Technologies Associates</b>			
1. DATA ITEM NO. <b>B001</b>		2. TITLE OF DATA ITEM <b>TECHNICAL REPORT – STUDY/SERVICES</b>			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MISC-80508A</b>			5. CONTRACT REFERENCE <b>PWS Para 3.0</b>		6. REQUIRING OFFICE			
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>SEE BLOCK 16</b>	10. FREQUENCY <b>ASREQ</b>	12. DATE OF FIRST SUBMISSION <b>See Block 16</b>		14. DISTRIBUTION			
8. APP CODE <b>A</b>		11. AS OF DATE <b>See Block 16</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLOCK 16</b>		a. ADDRESSEE		b. COPIES	
							Draft	Final
						Reg	Repro	
<b>17. Remarks</b>  <b>Block 4: Report may be in contractor format as long as DID is used for guidance.</b>  <b>Block 9: Distribution Statement E: Distribution authorized to DoD Components only; Critical technology; (DATE). Other requests shall be referred to the Naval Air Depot North Island, San Diego, CA.</b>  <b>Blocks 12 &amp; 13: Contractor shall submit in accordance with individual Task Orders.</b>  <b>Block 14: Data shall be submitted in an electronic format agreed upon by the Government and Contractor prior to first submittal. Additional distribution addresses will be listed in individual task orders.</b>					<b>Code 02130</b>	<b>1</b>	<b>0</b>	
					<b>Code 210000D</b>	<b>LTR</b>	<b>ONLY</b>	
					<b>15. TOTAL</b> →			
N. PREPARED BY NAVAIR WD 1 Administration Circle China Lake, CA 93555-6100			H. DATE  050120	I. APPROVED BY 		J. DATE  050317		

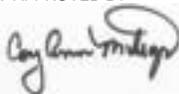




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A. CONTRACT LINE ITEM NO.		B. EXHIBIT <b>B</b>	C. CATEGORY: TDP TM OTHER: ADMN						
D. SYSTEM/ITEM <b>NAVAIR Depot NI</b>			E. CONTRACT/PR NO. <b>N68936-05-D-0013</b>		F. CONTRACTOR <b>National Technologies Associates</b>				
1. DATA ITEM NO. <b>B004</b>	2. TITLE OF DATA ITEM <b>PRESENTATION MATERIAL</b>			3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) <b>DI-ADMN-81249A</b>			5. CONTRACT REFERENCE <b>PWS Para 3.7.1</b>		6. REQUIRING OFFICE				
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>See Block 16</b>	10. FREQUENCY <b>ASREQ</b>	12. DATE OF FIRST SUBMISSION <b>SEE BLK 16</b>		14. DISTRIBUTION				
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>N/A</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>		a. ADDRESSEE				
<b>17. Remarks</b>  <b>Block 4: Material may be in contractor format as long as DID is used for guidance.</b>  <b>Block 9: Distribution Statement E: Distribution authorized to DoD Components only; Critical technology;(DATE). Other requests shall be referred to the Naval Air Depot North Island, San Diego, CA.</b>  <b>Block 12 &amp; 13: Presentation materials shall be delivered to the Government 10 Days after meeting exit.</b>  <b>Block 14: Material shall be delivered in an electronic format agreed upon by both Government and Contractor prior to first delivery. Additional distribution addresses will be listed in individual task orders.</b>					b. COPIES				
					Code 02130		0	1	0
					Code 210000D			LTR	ONLY
					15. TOTAL →				
Q. PREPARED BY NAVAIR WD 1 Administration Circle China Lake, CA 93555-6100		H. DATE  050120	I. APPROVED BY 		J. DATE  050317				

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT <b>B</b>	C. CATEGORY: TDP TM OTHER: MGMT				
D. SYSTEM/ITEM <b>NAVAIR Depot NI Support</b>			E. CONTRACT/PR NO. <b>N68936-05-D-0013</b>		F. CONTRACTOR <b>National Technologies Associates</b>		
1. DATA ITEM NO. <b>B005</b>	2. TITLE OF DATA ITEM <b>CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT</b>			3. SUBTITLE <b>Task Order Monthly Progress Report</b>			
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MGMT-80227</b>			5. CONTRACT REFERENCE <b>PWS Para 6.2 &amp; 5.2</b>		6. REQUIRING OFFICE		
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>See Block 16</b>	10. FREQUENCY <b>MTHLY</b>	12. DATE OF FIRST SUBMISSION <b>45 DAC</b>	14. DISTRIBUTION			
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>EOM</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>	a. ADDRESSEE		b. COPIES	
						Draft	Final
<b>18. Remarks</b>  <b>Block 4: Report may be in contractor format as long as DID is used for guidance and information requested in the Block 5 contract reference is included.</b>  <b>Block 9: Distribution Statement E: Distribution authorized to DoD Components only; Critical technology;(DATE). Other requests shall be referred to the Naval Air Depot North Island, San Diego, CA.</b>  <b>Block 13: First report due 45 days after contract award. Subsequent reports are due 10 days after end of month.</b>  <b>Block 14: Report shall be delivered in an electronic format agreed upon by both Government and Contractor prior to first delivery. Additional distribution addresses will be listed in individual task orders.</b>				Code 02130		1	0
				Code 210000D		1	0
				15. TOTAL			
R. PREPARED BY NAVAIR WD 1 Administration Circle China Lake, CA 93555-6100		H. DATE  050120	I. APPROVED BY 		J. DATE  050317		

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D. SYSTEM/ITEM <b>NAVAIR Depot NI Support</b>			E. CONTRACT/PR NO. <b>N68936-05-D-0013</b>		F. CONTRACTOR <b>National Technologies Associates</b>		
1. DATA ITEM NO. <b>B006</b>	2. TITLE OF DATA ITEM <b>CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT</b>			3. SUBTITLE <b>Summary Task Order Monthly Progress Report</b>			
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MGMT-80227</b>		5. CONTRACT REFERENCE <b>PWS Para 6.2 &amp; 5.2</b>			6. REQUIRING OFFICE		
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>See Block 16</b>	10. FREQUENCY <b>MTHLY</b>	12. DATE OF FIRST SUBMISSION <b>45 DAC</b>	14. DISTRIBUTION			
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>EOM</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>	a. ADDRESSEE		b. COPIES	
						Draft	Final
<b>19. Remarks</b>  <b>Block 4: Report may be in contractor format as long as DID is used for guidance and information requested in the Block 5 contract reference is included.</b>  <b>Block 9: Distribution Statement E: Distribution authorized to DoD Components only; Critical technology;(DATE). Other requests shall be referred to the Naval Air Depot North Island, San Diego, CA.</b>  <b>Block 13: First report due 45 days after contract award. Subsequent reports are due 10 days after end of month.</b>  <b>Block 14: Report shall be delivered in an electronic format agreed upon by both Government and Contractor prior to first delivery. Additional distribution addresses will be listed in individual task orders.</b>						Reg	Repro
				<b>Code 02130</b>		<b>1</b>	<b>0</b>
				<b>Code 210000D</b>		<b>1</b>	<b>0</b>
				<b>15. TOTAL</b> →			
S. PREPARED BY NAVAIR WD 1 Administration Circle China Lake, CA 93555-6100		H. DATE  050120	I. APPROVED BY 		J. DATE  050317		

<b>CONTRACT DATA REQUIREMENTS LIST</b> <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188			
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D. SYSTEM/ITEM <b>NAVAIR Depot NI Support</b>			E. CONTRACT/PR NO. <b>N68936-05-D-0013</b>		F. CONTRACTOR <b>National Technologies Associates</b>			
1. DATA ITEM NO. <b>B007</b>	2. TITLE OF DATA ITEM <b>TECHNICAL REPORT – STUDY/SERVICES</b>			3. SUBTITLE <b>Contractor Personnel Listing</b>				
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MISC-80508A</b>			5. CONTRACT REFERENCE <b>PWS Para 6.3</b>		6. REQUIRING OFFICE			
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>See Block 16</b>	10. FREQUENCY <b>QUARTERLY</b>	12. DATE OF FIRST SUBMISSION <b>45 DAC</b>		14. DISTRIBUTION			
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>N/A</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>		a. ADDRESSEE	b. COPIES		
						Draft	Final	
						Reg	Repro	
<b>17. Remarks</b>  <b>Block 4: List may be in contractor format as long as DID is used for guidance.</b>  <b>Block 9: Distribution Statement E: Distribution authorized to DoD Components only; Critical technology (DATE). Other requests shall be referred to the Naval Air Depot North Island, San Diego, CA.</b>  <b>Block 13: The list shall be updated and submitted quarterly for the life of the contract.</b>  <b>Block 14: List shall be delivered in an electronic format agreed upon by both Government and Contractor prior to first delivery.</b>					<b>Code</b>	<b>0</b>	<b>1</b>	<b>0</b>
					<b>Code 21000D</b>		<b>1</b>	<b>0</b>
					<b>15. TOTAL</b> →			
T. PREPARED BY NAVAIR WD 1 Administration Circle China Lake, CA 93555-6100			H. DATE  050120	I. APPROVED BY 		J. DATE  050317		

Attachment (1) – Department of Labor Wage Determination

**WAGE DETERMINATION NO: 94-2058 REV (32) AREA: CA,SAN DIEGO**

**WAGE DETERMINATION NO: 94-2058 REV (32) AREA: CA,SAN DIEGO**

**REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR**

**\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH DOL\*\*\***

WASHINGTON D.C. 20210

Wage Determination No.: 1994-2058

William W.Gross Division of | Revision No.: 32  
 Director Wage Determinations| Date Of Last Revision: 08/05/2004

State: California

Area: California Counties of Imperial, San Diego

**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	11.34
01012 - Accounting Clerk II	12.37
01013 - Accounting Clerk III	14.45
01014 - Accounting Clerk IV	17.29
01030 - Court Reporter	16.07
01050 - Dispatcher, Motor Vehicle	16.07
01060 - Document Preparation Clerk	12.08
01070 - Messenger (Courier)	10.86
01090 - Duplicating Machine Operator	12.08
01110 - Film/Tape Librarian	13.94
01115 - General Clerk I	9.06
01116 - General Clerk II	10.17
01117 - General Clerk III	12.74
01118 - General Clerk IV	13.40
01120 - Housing Referral Assistant	18.99
01131 - Key Entry Operator I	10.96
01132 - Key Entry Operator II	12.43
01191 - Order Clerk I	11.38
01192 - Order Clerk II	14.19
01261 - Personnel Assistant (Employment) I	13.39
01262 - Personnel Assistant (Employment) II	15.60
01263 - Personnel Assistant (Employment) III	18.79
01264 - Personnel Assistant (Employment) IV	21.98
01270 - Production Control Clerk	18.37
01290 - Rental Clerk	13.94
01300 - Scheduler, Maintenance	13.94
01311 - Secretary I	13.49
01312 - Secretary II	16.65
01313 - Secretary III	19.64
01314 - Secretary IV	22.39

01315 - Secretary V	25.37
01320 - Service Order Dispatcher	14.76
01341 - Stenographer I	12.08
01342 - Stenographer II	13.94
01400 - Supply Technician	22.39
01420 - Survey Worker (Interviewer)	16.07
01460 - Switchboard Operator-Receptionist	12.08
01510 - Test Examiner	16.07
01520 - Test Proctor	16.07
01531 - Travel Clerk I	11.06
01532 - Travel Clerk II	12.09
01533 - Travel Clerk III	13.28
01611 - Word Processor I	12.67
01612 - Word Processor II	15.57
01613 - Word Processor III	18.97
03000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	12.17
03041 - Computer Operator I	13.40
03042 - Computer Operator II	15.52
03043 - Computer Operator III	17.36
03044 - Computer Operator IV	20.39
03045 - Computer Operator V	22.57
03071 - Computer Programmer I (1)	21.65
03072 - Computer Programmer II (1)	26.83
03073 - Computer Programmer III (1)	27.62
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	27.62
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	13.78
05000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	20.03
05010 - Automotive Glass Installer	19.20
05040 - Automotive Worker	19.20
05070 - Electrician, Automotive	19.94
05100 - Mobile Equipment Servicer	17.67
05130 - Motor Equipment Metal Mechanic	20.64
05160 - Motor Equipment Metal Worker	19.20
05190 - Motor Vehicle Mechanic	20.27
05220 - Motor Vehicle Mechanic Helper	16.57
05250 - Motor Vehicle Upholstery Worker	18.49
05280 - Motor Vehicle Wrecker	19.20
05310 - Painter, Automotive	20.31
05340 - Radiator Repair Specialist	19.20
05370 - Tire Repairer	15.52
05400 - Transmission Repair Specialist	20.64
07000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	8.45
07010 - Baker	12.00
07041 - Cook I	11.04
07042 - Cook II	12.00
07070 - Dishwasher	8.28
07130 - Meat Cutter	14.74
07250 - Waiter/Waitress	8.96

09000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.13
09040 - Furniture Handler	13.02
09070 - Furniture Refinisher	18.13
09100 - Furniture Refinisher Helper	15.06
09110 - Furniture Repairer, Minor	16.81
09130 - Upholsterer	18.13
11030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.75
11060 - Elevator Operator	9.11
11090 - Gardener	13.35
11121 - House Keeping Aid I	8.99
11122 - House Keeping Aid II	9.93
11150 - Janitor	10.09
11210 - Laborer, Grounds Maintenance	10.85
11240 - Maid or Houseman	8.99
11270 - Pest Controller	12.06
11300 - Refuse Collector	11.52
11330 - Tractor Operator	11.40
11360 - Window Cleaner	11.70
12000 - Health Occupations	
12020 - Dental Assistant	16.07
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.85
12071 - Licensed Practical Nurse I	13.57
12072 - Licensed Practical Nurse II	15.22
12073 - Licensed Practical Nurse III	17.07
12100 - Medical Assistant	12.98
12130 - Medical Laboratory Technician	15.59
12160 - Medical Record Clerk	14.47
12190 - Medical Record Technician	14.58
12221 - Nursing Assistant I	8.40
12222 - Nursing Assistant II	9.50
12223 - Nursing Assistant III	10.29
12224 - Nursing Assistant IV	11.58
12250 - Pharmacy Technician	15.47
12280 - Phlebotomist	14.34
12311 - Registered Nurse I	25.20
12312 - Registered Nurse II	29.68
12313 - Registered Nurse II, Specialist	29.68
12314 - Registered Nurse III	35.26
12315 - Registered Nurse III, Anesthetist	35.26
12316 - Registered Nurse IV	42.26
13000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	21.47
13011 - Exhibits Specialist I	17.60
13012 - Exhibits Specialist II	20.51
13013 - Exhibits Specialist III	25.09
13041 - Illustrator I	17.97
13042 - Illustrator II	20.93
13043 - Illustrator III	25.61
13047 - Librarian	25.37
13050 - Library Technician	14.33
13071 - Photographer I	13.02

13072 - Photographer II	16.76
13073 - Photographer III	19.53
13074 - Photographer IV	23.89
13075 - Photographer V	28.91
15000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.01
15030 - Counter Attendant	8.01
15040 - Dry Cleaner	9.93
15070 - Finisher, Flatwork, Machine	8.01
15090 - Presser, Hand	8.01
15100 - Presser, Machine, Drycleaning	8.01
15130 - Presser, Machine, Shirts	8.01
15160 - Presser, Machine, Wearing Apparel, Laundry	8.01
15190 - Sewing Machine Operator	10.57
15220 - Tailor	11.20
15250 - Washer, Machine	8.65
19000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	18.13
19040 - Tool and Die Maker	22.25
21000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	20.42
21020 - Material Coordinator	16.93
21030 - Material Expediter	16.93
21040 - Material Handling Laborer	10.80
21050 - Order Filler	10.93
21071 - Forklift Operator	13.93
21080 - Production Line Worker (Food Processing)	13.93
21100 - Shipping/Receiving Clerk	12.76
21130 - Shipping Packer	12.96
21140 - Store Worker I	9.76
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.85
21210 - Tools and Parts Attendant	12.95
21400 - Warehouse Specialist	13.93
23000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.78
23040 - Aircraft Mechanic Helper	15.36
23050 - Aircraft Quality Control Inspector	21.67
23060 - Aircraft Servicer	17.14
23070 - Aircraft Worker	17.79
23100 - Appliance Mechanic	18.13
23120 - Bicycle Repairer	15.52
23125 - Cable Splicer	21.57
23130 - Carpenter, Maintenance	19.24
23140 - Carpet Layer	17.45
23160 - Electrician, Maintenance	20.85
23181 - Electronics Technician, Maintenance I	14.23
23182 - Electronics Technician, Maintenance II	20.68
23183 - Electronics Technician, Maintenance III	24.77
23260 - Fabric Worker	16.81
23290 - Fire Alarm System Mechanic	18.76
23310 - Fire Extinguisher Repairer	16.12
23340 - Fuel Distribution System Mechanic	23.85
23370 - General Maintenance Worker	17.45
23400 - Heating, Refrigeration and Air Conditioning Mechanic	20.21

23430 - Heavy Equipment Mechanic	21.79
23440 - Heavy Equipment Operator	25.72
23460 - Instrument Mechanic	20.17
23470 - Laborer	10.95
23500 - Locksmith	18.13
23530 - Machinery Maintenance Mechanic	22.42
23550 - Machinist, Maintenance	18.96
23580 - Maintenance Trades Helper	15.06
23640 - Millwright	25.03
23700 - Office Appliance Repairer	19.34
23740 - Painter, Aircraft	18.46
23760 - Painter, Maintenance	18.13
23790 - Pipefitter, Maintenance	20.73
23800 - Plumber, Maintenance	20.03
23820 - Pneudraulic Systems Mechanic	20.17
23850 - Rigger	19.38
23870 - Scale Mechanic	18.33
23890 - Sheet-Metal Worker, Maintenance	18.76
23910 - Small Engine Mechanic	17.45
23930 - Telecommunication Mechanic I	20.34
23931 - Telecommunication Mechanic II	23.58
23950 - Telephone Lineman	20.34
23960 - Welder, Combination, Maintenance	18.76
23965 - Well Driller	19.74
23970 - Woodcraft Worker	20.17
23980 - Woodworker	16.06
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.60
24580 - Child Care Center Clerk	13.39
24600 - Chore Aid	9.19
24630 - Homemaker	16.79
25000 - Plant and System Operation Occupations	
25010 - Boiler Tender	22.70
25040 - Sewage Plant Operator	23.28
25070 - Stationary Engineer	22.75
25190 - Ventilation Equipment Tender	17.69
25210 - Water Treatment Plant Operator	23.28
27000 - Protective Service Occupations	
(not set) - Police Officer	26.08
27004 - Alarm Monitor	20.95
27006 - Corrections Officer	21.58
27010 - Court Security Officer	22.63
27040 - Detention Officer	22.34
27070 - Firefighter	20.71
27101 - Guard I	9.96
27102 - Guard II	19.03
28000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.48
28020 - Hatch Tender	17.74
28030 - Line Handler	17.74
28040 - Stevedore I	17.86
28050 - Stevedore II	19.99
29000 - Technical Occupations	
21150 - Graphic Artist	20.28

29010 - Air Traffic Control Specialist, Center (2)	31.22
29011 - Air Traffic Control Specialist, Station (2)	21.53
29012 - Air Traffic Control Specialist, Terminal (2)	23.70
29023 - Archeological Technician I	17.17
29024 - Archeological Technician II	19.21
29025 - Archeological Technician III	23.80
29030 - Cartographic Technician	22.77
29035 - Computer Based Training (CBT) Specialist/ Instructor	27.62
29040 - Civil Engineering Technician	23.40
29061 - Drafter I	13.34
29062 - Drafter II	14.98
29063 - Drafter III	19.27
29064 - Drafter IV	22.46
29081 - Engineering Technician I	14.99
29082 - Engineering Technician II	16.83
29083 - Engineering Technician III	20.26
29084 - Engineering Technician IV	24.68
29085 - Engineering Technician V	30.06
29086 - Engineering Technician VI	36.39
29090 - Environmental Technician	18.18
29100 - Flight Simulator/Instructor (Pilot)	31.94
29160 - Instructor	23.75
29210 - Laboratory Technician	18.77
29240 - Mathematical Technician	23.52
29361 - Paralegal/Legal Assistant I	17.98
29362 - Paralegal/Legal Assistant II	22.54
29363 - Paralegal/Legal Assistant III	27.57
29364 - Paralegal/Legal Assistant IV	33.35
29390 - Photooptics Technician	23.43
29480 - Technical Writer	28.34
29491 - Unexploded Ordnance (UXO) Technician I	19.84
29492 - Unexploded Ordnance (UXO) Technician II	24.00
29493 - Unexploded Ordnance (UXO) Technician III	28.77
29494 - Unexploded (UXO) Safety Escort	19.84
29495 - Unexploded (UXO) Sweep Personnel	19.84
29620 - Weather Observer, Senior (3)	19.32
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.40
29622 - Weather Observer, Upper Air (3)	17.40
31000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	14.84
31260 - Parking and Lot Attendant	8.66
31290 - Shuttle Bus Driver	11.50
31300 - Taxi Driver	9.65
31361 - Truckdriver, Light Truck	11.50
31362 - Truckdriver, Medium Truck	15.12
31363 - Truckdriver, Heavy Truck	16.07
31364 - Truckdriver, Tractor-Trailer	16.07
99000 - Miscellaneous Occupations	
99020 - Animal Caretaker	10.42
99030 - Cashier	10.94
99041 - Carnival Equipment Operator	12.72
99042 - Carnival Equipment Repairer	13.55
99043 - Carnival Worker	9.11

99050 - Desk Clerk	10.06
99095 - Embalmer	19.62
99300 - Lifeguard	10.42
99310 - Mortician	19.62
99350 - Park Attendant (Aide)	13.09
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	11.63
99500 - Recreation Specialist	13.95
99510 - Recycling Worker	14.47
99610 - Sales Clerk	11.71
99620 - School Crossing Guard (Crosswalk Attendant)	9.11
99630 - Sport Official	10.42
99658 - Survey Party Chief (Chief of Party)	21.91
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	19.92
99660 - Surveying Aide	14.31
99690 - Swimming Pool Operator	13.62
99720 - Vending Machine Attendant	12.83
99730 - Vending Machine Repairer	14.85
99740 - Vending Machine Repairer Helper	12.39

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.59 per hour computed on the employee on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges. A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or

arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract. Source of Occupational Title and Descriptions: The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the

employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper. When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.