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Document Coversheet

Document Description

Contract N68936-05-D-0016

- 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:
- Exemption (b)(4) Information excised is commercial or financial information received from outside the Government and is likely to cause substantial harm to the competitive position of the source providing the information.
- Exemption (b)(5) Information excised is internal advice, recommendations, or subjective evaluations pertaining to the decision-making process of the Agency.
- Exemption (b)(6) Information excised is Personal information which if disclosed would result in an unwarranted invasion of personal privacy.
- Exemption (b)(7) Information excised is investigatory records or information compiled for law enforcement purposes.
- Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions.
- Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.

Please direct inquiries regarding this document to:

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

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE OF PAGES 1 331		
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-05-D-0016		3. EFFECTIVE DATE 02 May 2005		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0010127089			
5. ISSUED BY CDR NAWCWD CODE 210000D ATTN: J. MANLEY (760) 939-4273 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMA LOS ANGELES 18111 PLUMMER STREET BLDG 10, 2ND FLOOR SEPULVEDA CA 91343		CODE S0512A	SCD: C	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) NEW DIRECTIONS TECHNOLOGIES INC ANDY COOK 137 W DRUMMOND AVE RIDGECREST CA 93555-8217			8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days		
CODE 05ZG9			FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ITEM		
11. SHIP TO/MARK FOR COMMANDER, NAWCWD DIAN P. KATZENSTEIN CODE 721000D 1 ADMINISTRATION CIRCLE CHINA LAKE CA 93555-6100		CODE N80530	12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339		
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT					\$2,992,366.78		
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 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-0033 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)		28-Apr-2005	

Section A - Solicitation/Contract Form

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SBA Address Information

**US SMALL BUSINESS ADMINISTRATION
FRESNO DISTRICT
2719 N. AIR FRESNO DRIVE, SUITE 200
FRESNO, CA 93727-1547**

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

Name: Jerry Manley
Phone: (760) 939-4273
DSN: 437-4273
FAX: (760) 939-8107
Email address: jerry.manley@navy.mil
U.S. Postal Service Mailing Address:
COMMANDER
CODE 210000D (J. Manley – 760-939-4273)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD., MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 210000D (J. Manley)
NAVAIRWARCENWPNDIV
BLDG 2483, MAIL STOP 4015
CHINA LAKE, CA 93555-6108

ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

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

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

Senior Project Analyst 1900 1900 1900

Travel is estimated at \$68,445 per year.

(b) Either FAR Clause 52.232-20, "Limitation of Cost" or FAR Clause 52.232-2, "Limitation of Funds", depending upon whether the contract is fully funded, applies to the contract, and nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either Far Clause 52.232-20 or FAR Clause 52.232-22.

(c) It is agreed that, while the contractor's performance during the period set forth in paragraph (a) above is based upon an anticipated level of effort consisting of man-hours of direct labor (as may be described or defined elsewhere herein), such level of effort may fluctuate in pursuit of assigned technical objectives, either upward or downward, by no more than ten (10%) percent of the total anticipated man-hours. This fixed fee is agreed to be paid for man-hours expended from ninety (90%) percent to one hundred ten (110%) percent of the total anticipated man-hours. The fixed fee shall not vary with the cost of the actual effort supplied within this range. In the event that less than ninety (90%) percent of the anticipated level of effort is actually expended by the expiration date of the contract, the Government shall have the option of:

(1) requiring the contractor to continue to perform (but not to exceed thirty days) until the level of effort expended equals ninety (90%) percent of the anticipated level of effort; or

(2) effecting a reduction in the fixed fee by the percentage by which the total of expended man-hours is less than ninety (90%) percent of the anticipated level of effort.

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunch time activities, or effort performed at an employee's residence or other non-work location.

(e) 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 the contract in the next 60 days, when added to the level of effort previously expended in the performance of the contract, will exceed seventy-five (75%) percent of the level of effort established for the contract; or

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

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

(f) Within thirty days after completion of the contract, the Contractor shall submit the following information directly, in writing, to the ordering officer, with copies to the COR and the Defense Contract Audit Agency office to which vouchers are submitted:

(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 direct labor classification listed in the contract schedule, including the identification of the key employees utilized;

(2) The Contractor's estimate of the total allowable cost incurred under the contract; and

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

(g) In the event that the incurred level of effort exceeds by three (3%) percent or less the contract requirement, but does not exceed the estimated cost of the contract, the contractor shall be entitled to cost reimbursement for actual hours expended, not to exceed the ceiling cost. The contractor shall not be paid fixed fee, however, on level of effort in excess of one hundred (100%) percent without complying with subsection (e) above. This understand does not supersede or change subsection (e) above, whereby the contractor and Government may agree on a change to the contract level of effort with an equitable adjustment for both cost and fee.

Section C - Descriptions and Specifications

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

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

(1) Identification of Elements

- (i) Title ("Level of Effort, Progress and Status Report")
- (ii) Contract, Invoice and Control Numbers
- (iii) Contractor's Name and Address
- (iv) Date of Report
- (v) Reporting (invoicing) Period
- (vi) Name of Individual Preparing Report

(2) Description of Elements

- (i) Description of progress made during the reporting period, including problem areas encountered, and recommendations.
- (ii) Results obtained relating to previously identified problem areas.
- (iii) Deliverables completed and delivered.
- (iv) Extent of subcontracting and results achieved.
- (v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.
- (vi) Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals * utilized and the amount of labor hours expended by each.
- (vii) Labor hours, by labor category and cumulatively, anticipated to be required for completion of the contract.
- (viii) Materials and other direct cost items expended in performance of the contract during the reporting period.
- (ix) Problem areas and recommendations involving impact on technical, cost and scheduling requirements.

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

(c) Distribution of the report shall, as a minimum, be one (1) copy to the Contract Administration Office and one (1) copy to the Contracting Officer's Technical Representative. Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.

C.33 CONTRACT DATA REQUIREMENTS LIST

Item 0002 shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, dated 050304, Exhibit "A" of this contract.

STATEMENT OF WORK

Statement of Work (SOW) for Sidewinder 9M/L/S and WEO RAIDER total system performance support

1.0 **SCOPE.** The purpose of this contract is to provide support services for the Naval Air Warfare Center Weapons Division (NAWCWD). The SOW covers the requirements for total system performance support to the Sidewinder 9M/L/S and Weapons Engagement Office (WEO) Rapid Attack Information Dissemination Execution Relay (RAIDER) Technical Data package, technical manuals, supply system deskbook, manuals, training materials. The contractor shall also provide total system performance support for the deployed RAIDER assets, hardware, Humvees, and software. The contractor shall also support the financial data products of the WEO, Sidewinder, and Sparrow business office.

2.0 **APPLICABLE DOCUMENTS.** The following additional documents apply to this program and are to be used for reference:

OPNAV Instruction 5510.1H Department of Navy Information & Personnel Security Program Regulation

SECNAV Notice 5231 Oversight of Federal Information Processing Resource Acquisition Contracts

3.0 **REQUIREMENTS**

3.1 **Support Services.** All tasks under this Statement of Work will be tailored to specific requirements and ordered under individual task orders. The contractor shall perform management, technical data management, and engineering support as follows:

- 3.1.1 Sidewinder AIM 9 L/M/S technical data packages to include all drawings, memos, directives, applicable contracts, and technical documents, CADMSS files, and LEDS data.
- 3.1.2. Sidewinder AIM 9 L/M/S technical documentation for the Navy, Air Force, and FMS customers, including the following manuals: FMS-AIM9M-2, NAVAIR01-AIM9-2, and TO21M-AIM9M-2.
- 3.1.3. Sidewinder AIM 9 L/M/S Supply Support Desk Book Procedures Volumes I-III including NALC (Naval Aviation Logistics Center) and NIIN (National Item Identification Number), including incorporation of all changes through DLA (Defense Logistics Agency), NIPC (Naval Inventory Control Point), FMS (Foreign Military Sales), and Air Force. (CDRL A001)
- 3.1.4. Sidewinder/WEO/Sparrow ERP (Enterprise Resource Planning) financial management database, project status database (Constats – Customer Order Number Status), and outgoing fund documents and contracts database, and modifications and updates to the final ERP financial management data package for Sidewinder, Weapons Engagement Office and Sparrow.
- 3.1.5. Sidewinder user training CD suite, specifically supporting pilot training, tone CDs, missile maintenance training, 9M historical training, site survey reports, and test set training.
- 3.1.6. WEO RAIDER technical data packages to include all drawings, memos, directives, applicable contracts, engineering change proposals, CADMSS files, and LEDS data.
- 3.1.7. WEO RAIDER technical documentation for the Navy, Air Force, and Special Forces customers including the Warfighter Response Center website archive, software change orders and deployment archive.
- 3.1.8. WEO RAIDER engineering support to include trouble shooting RAIDER hardware and software deployments, antennas, software and hardware, including ADOCs, Rosetta, PTW, and other interfaces, as well as supporting the Precision Engagement Facility operations as required.
- 3.1.9. Sidewinder engineering support shall include engineering investigations on AIM-9M hardware and components, technical analysis of mishaps and safety problems, component obsolescence, and materials issues, 9M Test Sets, support of engineering change proposals and related analysis as required. Engineering support shall also include production engineering support to component contracts actions with NAVAIR, Defense Logistics Agency, and NAVICP.

3.2 Management Support Services

3.2.1. Program Status Reports. The Contractor shall prepare and submit monthly progress reports to the TA to cover tasks completed, ongoing and planned in support of this contract. Reports shall be written in accordance with the Contract Data Requirements List (CDRL A002) as defined in Exhibit A. Program Status Reports are to arrive no later than four working days after the beginning of each month.

3.2.2. Management Reports and Briefing Presentations. The Contractor shall use Government furnished data to format and edit the preparation of illustrations, display artwork, viewgraphs, and project highlights in accordance with the documents called out the requirement section. The descriptions in the individual task orders shall define the output to be produced (i.e., Project Plan, WBS, status report, presentation, etc), format, and other relevant information. The Contractor shall prepare presentation materials in hardcopy, viewgraph or electronic media format as specified in individual task orders. The Contractor shall edit, format and produce final drafts for Government review from rough draft source data. (CDRL A003)

3.2.3. Analysis/Management Support. The Contractor shall attend Government meetings when scheduled. The Contractor shall attend for information gathering purposes and shall provide minutes of the meetings, in accordance with the Contract Data Requirements List (CDRL A004), to include items and issues discussed, actions taken to resolve issues, and action item status. The Contractor shall accompany government personnel on travel to meetings, project reviews, and technical reviews as requested by the T. A.

3.2.4. Program Management. The contractor shall be responsible for providing a single point of contact to manage and be responsible for all aspects of the development and implementation of assigned projects to contractor personnel. The Contractor shall take assigned projects from original concept through final implementation and shall interface with all areas affected by the project including end users, computer services, and client services. The Contractor shall consider project scope and objectives and be responsible for detailed work plans and schedules for contractor personnel. The need for project estimates, resource plans, and status reports will be defined and included in individual task orders. The Contractor shall conduct project meetings and is responsible for project tracking and analysis. The Contractor shall ensure adherence to quality standards and reviews project deliverables, manage the integration of vendor tasks and track and review vendor deliverables. The Contractor shall provide technical and analytical guidance to project team and recommend and take action to direct the analysis and solutions of problems.

4.0 SECURITY A facility clearance at the SECRET level is required including COMSEC, data processing, storage and testing capability at the SECRET level. Personnel clearance to the SECRET level shall be required as specified in individual task orders.

5.0 GOVERNMENT FURNISHED RESOURCES Adequate access to office space and appropriately configured computer (NMCI seat) will be provided at the applicable program offices, Michelson Laboratory or other spaces as necessary. Government furnished information may be required and shall be provided at the task order level.

6.0 TRAVEL AND TRAINING All travel and training necessary will be defined at the task order level. Requests for travel will be submitted in writing to the Government Technical Assistant (TA) for approval at least two (2) weeks prior to occurrence. Each travel request will include budgeted travel amount, projected cost for requested trip, and balance remaining. Each travel request will also itemize duration, airfare, and cost of lodging, per diem, car rental, miscellaneous, and names of traveler(s).

7.0 REPORTS, DATA AND OTHER DELIVERABLES

7.1 The Contractor shall deliver Contractor's Progress, Status and Management Reports in accordance with Contract Data Requirements List (CDRL A002) as defined in Exhibit A. Contractor's Progress Status and Management Reports at the task order level may also be required as defined in individual task orders. Presentation Materials and other reporting will be in accordance with Exhibit A (CDRL A003).

- 7.2 The Contractor shall deliver an original, two hard copies and one electronic file of the Desk Book Procedures, Revision 1, and the updates of the ICAPS database residing on Government Furnished Equipment. (CDRL A001)
- 7.3 The Contractor shall deliver Work Breakdown Structures developed for new projects as projects are approved. The Contractor shall publish completed Team Work Plans for both projects after approval in 4-D database format.
- 7.4 The Contractor shall complete mapping of all WBS TWP elements into ERP WBS structure and completion of data entry into ERP.
- 7.5 The Contractor shall complete a documentation package that includes training materials data dictionary, and all supporting data required to properly transition TWPs to ERP (backup documentation).

8.0 QUALITY ASSURANCE 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/or retraining and recertification of contractor personnel. Performance measurements and surveillance may be more specific in each task order issued.

Section D - Packaging and Marking

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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.

D-TXT-04 CLASSIFIED MATTER (APR 2002)

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

Section E - Inspection and Acceptance

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52.246-5 INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

(a) Definition. "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the 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 services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If any of the services performed do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.

(e) If the Contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

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

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

- (a) The contract shall commence on the date of award and shall continue for 3 years.
- (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.

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

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

Section G - Contract Administration Data

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

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

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 1 copy, to the following address: DCAA, 6230 Van Nuys Blvd, Room 2001, Van Nuys, CA 91401-2781 unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to NAWCWD, Code 210000D (J. Manley Stop 4015), 429 E. Bowen Road, China Lake, CA 93555-6108. Following verification, the Contract Auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(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 60 calendar days between performance and submission of an interim payment invoice.

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

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procurement activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

___ is required with each invoice submittal.

___ 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.

5252.232-9510 PAYMENT OF FIXED FEE (AUG 2003)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than monthly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the related provisional payment on account of allowable cost is to the total estimated cost of the contract or order". Payment

shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

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

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

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

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

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

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

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

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

E-Mail Address: cedric@ndti.net

G-TXT-13 COURTESY COPY OF INVOICE/VOUCHER (APR 2002)

A courtesy copy of each invoice/voucher processed for payment will be sent to:

COMMANDER
CODE J26000D
NAVAIRWARCENWPNDIV
1 ADMINISTRATION CIRCLE
CHINA LAKE CA 93555-6100

COMMANDER
CODE 210000D, Manley, Stop 4015
429 E Bown Road
China Lake, CA 93555-6108

COMMANDER
CODE 721000D, Katzenstein, Stop 1206
1 Administration Circle, Bldg 2
China Lake, CA 93555-6108

COMMANDER
CODE 782000D, Hoover, Stop 6313
1900 N Knox Road
China Lake, CA 93555-6108

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

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

252.219-7009 SECTION 8(a) DIRECT AWARD (MAR 2002)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement dated February 1, 2002, between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

U.S. SMALL BUSINESS ADMINISTRATION
FRENO CA DISTRICT OFFICE
2719 NORTH AIR FRESNO DIRVE SUITE 200
FRESNO, CA 93727

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that-

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

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 AMSLD, 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.

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

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

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
CODE 210000D, (D. Robbins, Stop 4015)
429 E Bowen Road
China Lake, CA 93555-6108

H-TXT-03 DESIGNATION OF GOVERNMENT TECHNICAL ASSISTANT (APR 2002)

(a) The Contracting Officer hereby designates the following as Technical Assistant for this contract:

NAME: Dian Katzenstein

CODE: 721000D

MAIL ADDRESS: Stop 1206
1 Administration Circle
China Lake, CA 93555-6100

TELEPHONE NO.: 760-939-6563

(b) The above person is responsible for monitoring the technical performance and progress of this contract and should be contacted regarding 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.

(c) When, in the opinion of the Contractor, the technical assistant or any other Government representative requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing.

(d) On all problems that pertain to contract terms and conditions, the Contractor shall contact the Contracting Officer.

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
52.204-7	Central Contractor Registration	OCT 2003
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	MAY 1989
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
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
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003

52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23 Alt I	Assignment Of Claims (Jan 1986) Alternate I	APR 1984
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 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
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
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	MAR 2000
252.245-7001	Reports Of Government Property	MAY 1994
252.247-7023	Transportation of Supplies by Sea	MAY 2002

CLAUSES INCORPORATED BY FULL TEXT

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) Subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) 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.

(b) Reimbursing costs.

(1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of this section, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only --

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for --

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made-

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

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

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check or other form of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless-

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks

(d) Final indirect cost rates.

(1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify

(i) the agreed-upon final annual indirect cost rates,

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

(iv) any specific indirect cost items treated as direct costs in the settlement, and

(v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates --

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be --

(1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

(1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver --

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except --

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

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 \$2,500.00, 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 \$1,000,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 2 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 2 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 120 days after completion of contract.

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

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

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

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

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

(4) To notify the U.S. Navy (NAVAIR) Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

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

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

(c) The offeror/subcontractor agrees that it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the cognizant Contracting Officer of the U.S. Navy (NAVAIR).

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0 or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

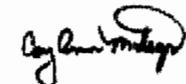
(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	CDRLs	84	
Attachment 2	DD 254	2	

CDRL'S

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188						
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.											
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER: MISC								
D. SYSTEM/ITEM Sidewinder 9M/L/S & WEO RAIDER		E. CONTRACT/PR NO.		F. CONTRACTOR							
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES			3. SUBTITLE Desk Book Procedures							
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW Para 3.1.3		6. REQUIRING OFFICE NAVAIRWD CODE 47J320D							
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION							
8. APP CODE N/A	16	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES					
						Draft	Final				
<p>Block 16 Remarks</p> <p>Block 4: May be in contractor format as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement shall be provided with each TO.</p> <p>Blocks 12 & 13: Shall be delivered IAW individual TOs.</p> <p>Block 14: Shall be delivered in an electronic format agreed upon by both government and contractor prior to 1st submittal. Each TO shall provide additional distribution.</p>				Reg	Repro						
				Code 47J320D	0	1	0				
				Code 210000D		LTR	ONLY				
				SEE BLK 16							
				15. TOTAL →							
				G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 050304	I. APPROVED BY  DRRB Chairperson		J. DATE 050304		

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING			
<i>(The requirements of the DoD National Industrial Security Program Operating Manual apply to all security aspects of this effort.)</i>				a. FACILITY CLEARANCE REQUIRED			
				SECRET			
				b. LEVEL OF SAFEGUARDING REQUIRED			
				NONE			
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>				
X	a. PRIME CONTRACT NUMBER		X	a. ORIGINAL <i>(Complete date in all cases)</i>		DATE (YYYYMMDD)	
	N68936-05-D-0016						
	b. SUBCONTRACT NUMBER			b. REVISED <i>(Supersedes all previous specs)</i>	Revision Number	DATE (YYYYMMDD)	
	c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYYYMMDD)		c. FINAL <i>(Complete item 5 in all cases)</i>		DATE (YYYYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If YES, complete the following:							
Classified material received or generated under _____ (preceding contract number) is transferred to this follow-on contract.							
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If YES, complete the following:							
In response to the contractor's request dated _____ retention of the identified classified material is authorized for the period of _____.							
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>							
a. NAME, ADDRESS, AND ZIP CODE			b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
New Directions Technologies Inc. 137 W. Drummond Ave. Ridgecrest CA 93555			05ZG9	Defense Security Service Industrial Security Office 41307 12th St. West, Suites 5 & 6 Palmdale CA 93551			
7. SUBCONTRACTOR							
a. NAME, ADDRESS, AND ZIP CODE			b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
8. ACTUAL PERFORMANCE							
a. LOCATION			b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
See Block 13							
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT							
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:		<input type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>	<input type="checkbox"/>
(1) SENSITIVE COMPARTMENT INFORMATION (SCI)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) NON-SCI		<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. NATO INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER (Specify).		<input type="checkbox"/>	<input checked="" type="checkbox"/>

k. OTHER (Specify)

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. government authority. Proposed public releases shall be submitted for approval prior to release

Direct Through (Specify):

COMMANDER, NAVAL AIR WARFARE CENTER, WEAPONS DIV (74100D), CHINA LAKE CA 93555

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

ACCESS TO SECRET INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT AND SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPO), AND SECNAVINST 5510.36, SUBJ: NAVY INFORMATION SECURITY PROGRAM REGULATION AND NAWCWDINST 5510.30, SUBJ: INFORMATION AND PERSONNEL SECURITY PROGRAM.

SECURITY REQUIREMENTS ARE INCLUDED IN THE CONTRACT. SHARED ACCESS OF SECURITY FUNCTIONS BETWEEN THE GOVERNMENT AND THIS CONTRACTOR IS REQUIRED.

STORAGE OF CLASSIFIED MATERIAL AT CONTRACTOR'S FACILITY IS NOT AUTHORIZED.

ACTUAL PERFORMANCE WILL BE AT THE NAVAL AIR WARFARE CENTER WEAPONS DIVISION, CHINA LAKE CA.

THIS CONTRACT IS TO PROVIDE SIDEWINDER 9M/L/S AND WEO RAIDER TOTAL SYSTEM PERFORMANCE SUPPORT. SERVICES MAY BE PERFORMED IN RESTRICTED AREAS WHERE ACCESS TO CLASSIFIED INFORMATION CANNOT BE PRECLUDED.

ACTUAL KNOWLEDGE, GENERATION OR PRODUCTION OF CLASSIFIED INFORMATION MAY BE REQUIRED FOR PERFORMANCE OF THIS CONTRACT. PERSONNEL HOLDING A SECRET PERSONNEL SECURITY CLEARANCE ARE REQUIRED TO PERFORM THE SERVICES. ANY CLASSIFICATION GUIDANCE NEEDED WILL BE PROVIDED BY THE USING ACTIVITY.

THE CONTRACTOR IS RESPONSIBLE FOR PROTECTION OF GOVERNMENT SENSITIVE DATA (AS DEFINED BY PUBLIC LAW 100-235) DURING THE PERIOD OF THIS AGREEMENT. SUCH PROTECTION WILL BE EQUIVALENT TO THE PROTECTION THE CONTRACTOR AFFORDS ITS OWN PROPRIETARY DATA AND TRADE SECRETS; BUT IN ANY EVENT, GOVERNMENT SENSITIVE DATA WILL NOT BE DISCUSSED, PROCESSED, OR TRANSMITTED OVER UNSECURE TELEPHONE, FACSIMILE, COMPUTER OR COMMUNICATIONS CIRCUITS.

THE "FOR OFFICIAL USE ONLY" INFORMATION PROVIDED UNDER THIS CONTRACT SHALL BE SAFEGUARDED IN ACCORDANCE WITH ATTACHMENT #1.

ANY CLASSIFIED WORK/STORAGE MUST BE DONE AT THE GOVERNMENT FACILITY.

DISTRIBUTION STATEMENTS MUST BE ON ALL CLASSIFIED AND UNCLASSIFIED TECHNICAL DOCUMENTS. REFER TO THE CONTRACT DATA REQUIREMENTS LIST (CDRL) BLOCK 9, FOR THE REQUIRED DISTRIBUTION STATEMENT FOR YOUR DATA, OR YOUR NAVAL AIR WARFARE CENTER WEAPONS DIVISION, CHINA LAKE CA POINT OF CONTACT.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPO requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use item 13 if additional space is needed.)

YES NO

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspectors. Use item 13 if additional space is needed.)

YES NO

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

JOYCE K. FOCA

b. TITLE

CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (COSR)

c. TELEPHONE (Include Area Code)

301.757.6580

d. ADDRESS (Include Zip Code)

COMMANDER
NAVHQ 7.4.1
22514 McCoy Road
PATUXENT RIVER MD

17. REQUIRED DISTRIBUTION

<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY

47J320D (Hoover), 72100D (Katzenstein)