
FOIA Electronic Reading Room

Document Coversheet

Document Description

CONTRACT N68936-06-D-0001 w/Exhibit & Attachments

- 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

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 54	
2. CONTRACT NO. N68936-06-D-0001		3. SOLICITATION NO. N68936-05-F-0048		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 25 May 2005	
7. ISSUED BY CDR NAWCWD CODE 210000D ATTN: J. RIOS (760) 939-8703 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93655-6108		CODE N68936		8. ADDRESS OFFER TO See Item 7		(If other than Item 7) CODE	
6. REQUISITION/PURCHASE NO. SEE SCHEDULE							

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 982 until 02:00 PM local time 22 Jul 2005
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME JAIME T RIOS	B. TELEPHONE (Include area code) (NO COLLECT CALLS) (760) 939-8703	C. E-MAIL ADDRESS jaime.rios@navy.mil
---------------------------	--	-------------------------	---	--

11. TABLE OF CONTENTS

(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
X A	SOLICITATION/ CONTRACT FORM	1 - 2	X I	CONTRACT CLAUSES	40 - 53
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	3 - 8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X C	DESCRIPTION/ SPECS/ WORK STATEMENT	9 - 15	X J	LIST OF ATTACHMENTS	54
X D	PACKAGING AND MARKING	16	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X E	INSPECTION AND ACCEPTANCE	17	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
X F	DELIVERIES OR PERFORMANCE	18 - 19		L	INSTRS., CONDS. AND NOTICES TO OFFERORS
X G	CONTRACT ADMINISTRATION DATA	20 - 24			
X H	SPECIAL CONTRACT REQUIREMENTS	25 - 39	M	EVALUATION FACTORS FOR AWARD	

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)			
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR SVERDRUP TECHNOLOGY INC ROGER STARR 600 WILLIAM NORTHERN BLVD P O BOX 884 TULLAHO MA TN 37388		CODE 07486	FACILITY 07486	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code) (931) 455-6400		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE	
				18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$13,629,572.00		21. ACCOUNTING AND APPROPRIATION See Schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()			23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM Section G
24. ADMINISTERED BY (If other than Item 7) See Item 7		CODE		25. PAYMENT WILL BE MADE BY DFAS - CLEVELAND CENTER & OPLOCs SAN DIEGO 4181 RUFFIN ROAD SAN DIEGO CA 92123-1819	
26. NAME OF CONTRACTING OFFICER (Type or print) JEAN F. MCBRIDE TEL: (760) 939-5927 EMAIL: jean.mcbride@navy.mil		27. UNITED STATES OF AMERICA <i>Jean McBride</i> (Signature of Contracting Officer)		28. AWARD DATE 14-Dec-2005	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION: The following addresses and point of contacts are provided:Name and email: Jaime Rios at Jaime.Rios@navy.mil

Phone: (760) 939-8703

FAX: (760) 939-5694

U.S. Postal Service Mailing Address:

COMMANDER
CODE 210000D (J. RIOS – 760-939-8703)
NAVAIRWARCENWPNDIV
429 E. BOWEN ROAD - STOP 4015
CHINA LAKE CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 210000D (J. RIOS)
NAVAIRWARCENWPNDIV
BLDG 982. MAIL STOP 4015
CHINA LAKE CA 93555-6108

EXERCISE OF OPTIONS:

Prior to exercise of the option periods, an economic analysis will be conducted to determine whether it is in the best interest of the Navy to continue with this contract for the services in Section B.

LIMITATION ON TASK ORDERS:

This indefinite delivery indefinite quantity procurement will be utilized to satisfy only those task order requirements under \$1 million dollars. It is anticipated that all other requirements for engineering support services will be placed under the SeaPort-e contracts.

PERFORMANCE-BASED SERVICES:

Performance Requirements and Quality Assurance Surveillance Plans will be developed at the task order level.

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	Engineering Support Services CPFF	172,980	Hours		
	In accordance with Section C.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 0010134962				

ESTIMATED COST
FIXED FEE
TOTAL EST COST + FEE

_____ { b (4) }

ITEM NO	SUPPLIES/SERVICES	AMOUNT
000101	For Navy Accounting Purposes Only	
CIN: 001016213900001		
		ACRN AA
		\$100,000.00
	PURCHASE REQUEST NUMBER: 0010162139	

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0002	Contract Data Requirements List	NSP
	In accordance with DD Form 1423-1, Exhibit A	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Engineering Support Services CPFF In accordance with Section C. FOB: Destination	172,980	Hours		
ESTIMATED COST					_____ { b (4) }
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0004	Contract Data Requirements List In accordance with DD Form 1423-1, Exhibit A	NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	Engineering Support Services CPFF In accordance with Section C. FOB: Destination	86,490	Hours		
ESTIMATED COST					_____ { b (4) }
FIXED FEE					
TOTAL EST COST + FEE					

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0006	Contract Data Requirements List	NSP
In accordance with DD Form 1423-1, Exhibit A		

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007		86,490	Hours		
OPTION	Engineering Support Services CPFF				
	In accordance with Section C. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	_____ } b (4) }

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0008	Contract Data Requirements List	NSP
In accordance with DD Form 1423-1, Exhibit A		

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) (SEP 1999) ALTERNATE II (AUG 2003) (NAVAIR)

(a) The level of effort estimated to be ordered during the term of this contract, including options, is 518,940 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification for each contract period is as follows:

Labor Category(*)	CLIN 0001	CLIN 0003	CLIN 0005	CLIN 0007
Technical Staff (Scientist/Engineer)				
STS-VI	20,460	20,460	10,230	10,230
STS-V	37,200	37,200	18,600	18,600
STS-IV	16,740	16,740	8,370	8,370
TS-III	3,720	3,720	1,860	1,860
TS-II	9,300	9,300	4,650	4,650
TS-I	14,880	14,880	7,440	7,440
Specialist/Technicians				
SST-V	16,740	16,740	8,370	8,370
SST-IV	14,880	14,880	7,440	7,440
ST-III	3,720	3,720	1,860	1,860
ST-II	5,580	5,580	2,790	2,790
Support Staff				
SSS-V	18,600	18,600	9,300	9,300
SSS-IV	3,720	3,720	1,860	1,860
SS-III	3,720	3,720	1,860	1,860
SS-II	3,720	3,720	1,860	1,860
Total	172,980	172,980	86,490	86,490

*See Attachment 1 (Employee Qualifications). Attachment 1 is provided for staffing analysis and labor category conversion only. DO NOT use attachment 1 to propose rates for this requirement. Attachment 1 includes work processes used to assign "points" for 10 criteria followed by a chart which takes the total points and converts to an overall work level for the job (based upon Government Office of Personnel Management criteria to rank federal Civil Service jobs). There are 13 work levels (12 General Schedule (GS) levels, plus Senior Executive Service (SES)). Once the work level has been identified for the job, the appropriate contract labor category and level can be selected. The equivalent "Demo Project" labor category (used by NAWCWD) and the current direct labor rates (China Lake and Pt. Mugu) for an equivalent Civil Service position are provided for comparative reference

(b) Either FAR Clause 52.232-20, "Limitation of Cost" or FAR Clause 52.232-22, "Limitation of Funds", depending upon whether the order is fully funded, applies independently to each order under this 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) In the event that less than one hundred (100%) percent of the established level of effort of the basic contract is actually expended by the completion date of the contract (or if said Level of Effort has been previously revised upward, or the fee bearing portion of the additional hours by which the Level of Effort was last increased), the Government shall have the option of:

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

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

(3) Rolling over the unexpended level of effort (hours), cost (to include ODCs), and fee into the next exercised option.

(d) Completion Form Task Orders.

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

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

- (i) The Contractor's estimate of the total allowable cost incurred under the task order; and
- (ii) In the case of a cost underrun, the amount by which the estimated cost of the task order may be reduced to recover excess funds.

(e) Term Form Task Orders.

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

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

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

As part of the notification, the Contractor shall provide the Contracting Officer a revised estimate of the level of effort required to perform the order. As part of the notification, the Contractor also shall submit any proposal for adjustment to the estimated cost and fixed fee that it deems would be equitable if the Government were to increase the level of effort as proposed by the Contractor. 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.

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

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

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

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

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

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

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

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

(f) During performance of this contract should the contractor conclude the labor hour mix requested by the government will result in an unreasonable fee adjustment, the contractor may request the Contracting Officer enter into discussions to restructure the labor mix of the contract. The intent of the discussions, which are at the sole discretion of the Contracting Officer, is to provide a forum to understand the factors that contributed to the under delivery or over delivery of hours. Factors that could be considered by the Contracting Officer include:

Funding levels

Labor mix usage
Other Direct Cost (ODC) Usage
Service Contract Act (SCA) Impacts
On-Site/Off-Site Ratio
Unplanned Overtime Usage
Other factors deemed relevant by the Contracting Officer

If the Contracting Officer determines that factors contributing to the under delivery or over delivery of hours were in the Government's best interest, the Contracting Officer may restructure the contract to revise the hours required in an effort to provide a fee more consistent with contractor's performance.

It should be noted that this provision is NOT a "get well" clause for the Contractor. The Contractor will be held accountable for increases in overhead and direct labor costs contained within the original cost proposal. This clause is intended to provide for discussion that allows for a "fair and reasonable" fee for the Contractor in situations where there have been adjustments in contract performance. Both parties hereby recognize and agree the discussions allowed by this clause are to be conducted at the sole discretion of the Contracting Officer. Failure of the Government to enter into discussions, or any decision reached by the Contracting Officer during discussions under this clause are final and are not subject to further negotiation nor will the results be subject to the disputes clause of this contract.

SB GOALS

SUBCONTRACTING REQUIREMENTS FOR SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS

The contractor shall meet the following minimum goals for awards of subcontract(s) to and utilization of small business and small disadvantaged business concern(s):

a. At least thirty-three percent (33%) of the total Level of Effort delivered under the contract shall be subcontracted to small business concern(s) as defined by FAR 19.001.

b. At least ten percent (10%) of the total Level of Effort delivered under the contract shall be subcontracted to small disadvantaged business concern(s) as defined in FAR 19.001. The ten percent to be subcontracted to Small Disadvantaged Business concerns is included in the thirty-three percent total set aside for small business concerns in (a) above. (For example: If the maximum level of effort were to be delivered during the base year, a total of 57,083.4 hours should be subcontracted to small business concerns. Of the 57,083.4 hours, approximately 17,298 hours should be subcontracted to SDB concerns.)

c. In order to assure development of small business concerns, the work subcontracted to small business is required to be distributed between the three labor groups - Support Staff group, Specialist/Technician group, and Technical Staff (Scientist/Engineers) group. Not less than 20% of the man-hours or dollars delivered in any one of these groups should be performed or subcontracted to small business.

Section C - Descriptions and Specifications

SOW

1.0 SCOPE

1.1 The purpose of this Statement Of Work (SOW) is to provide the basic tasking requirements for contractor systems engineering support services to the Naval Air Warfare Center Weapons Division (NAWCWD) and its customers. The NAVAIR Weapons and Energetics Department, AIR 4.7, is the technical lead agent for this contract.

1.2 The Mission of NAWCWD is to provide our Armed Forces with effective and affordable integrated warfare systems and life-cycle support to ensure battlespace dominance. Perform Research Development Training and Evaluation (RDT&E), in-service support for guided missiles, free-fall weapons, targets, support equipment, crew systems, and electronic warfare. Integrate weapons and avionics on tactical aircraft. Operate the Navy's western land and sea range test and evaluation complex. Develop and apply new technology to ensure battlespace dominance. RDT&E of guided missiles, advanced weapons and weapon systems. Perform RDT&E of complex weapon systems and software integration. Perform RDT&E of energetic materials and subsystems. Maintain, upgrade and operate facilities and test ranges for weapon system solutions for the warfighter. Provide Fleet training and tactics development, including major exercises on the Sea Range, Land Range, Superior Valley, and Electronic Combat Range. Perform Engineering/logistics for tactical missiles and free-fall weapons, T&E of weapons, weapon components, and integrated weapons systems in realistic environments, Operate, upgrade and maintain a national parachute test range, Provide Full-Scale Joint-Live-Fire survivability testing, Perform RDT&E on explosives and propellants from laboratory samples up to 500,000 pounds, Support Network Centric Warfare; interoperability, Modeling and simulation, Perform basic and applied research, science, and technology, RDT&E of full-scale and sub-scale targets, Support fleet training and tactics development, including major exercises on the Sea Range, Land Range, Superior Valley, and the Electronic Combat Range.

1.3 The goal of this procurement is to provide an infrastructure that will foster a unified, collaborative approach that will integrate inputs from engineering and management specialists across the traditionally segregated phases of the acquisition life cycle – starting with concept refinement and encompassing technology development, development and demonstration, production and deployment through operations and support.

1.4 The contractor shall provide technical services in the following general areas:

(a) System engineering services for design studies and evaluations associated with research, development, production, and operations including effectiveness analysis, design adequacy, and related engineering support.

(b) Test engineering services for planning, preparing for, performing, analyzing and documenting results for units under test and related items.

(c) Transition engineering and related support services for transfer of new technology from concept to fleet support.

(d) Management support services for project support required for management of technical activities.

2.0 APPLICABLE DOCUMENTS

2.1 Standard requirement documents (Government and Industry Specifications and Standards), reference texts, specific design requirements, and other references will be defined by individual Task Order (TO). Documents cited in this SOW are for background information only.

2.2 The Government will provide all necessary reference documents not generally available to the Contractor when required in individual task orders. Throughout the life of the contract, if any instruction or document is replaced or superseded, the replacement or superseding instruction or document shall be applicable to these requirements only as defined by individual task orders.

2.3 **Specifications and Standards.** National and international standards are fundamental to the acceptable performance of this requirement. American National Standards Institute (ANSI) and International Standards Organization (ISO) standards may be invoked under individual task orders. All commercially available hardware and software to be acquired by the Contractor in response to a Government requirement shall comply with the appropriate standards specified in the task order. Additional standards and specifications with a variety of origins, and DoD standards will be utilized to the extent necessary to promote maximum utility, flexibility and economy.

3.0 REQUIREMENTS

The following paragraphs describe generic technical task areas to be performed by the Contractor. Work to be performed, required data deliverables, and applicable governing documents shall be specifically described in task orders to be issued by the Contracting Officer and shall be within the parameters of one or more of the general tasks listed below. This work may be performed on assigned systems, subsystems, equipment and components. These support services may be applicable to any life cycle phase (i.e., Concept Refinement, Technology Development, Production & Deployment, and Operations & Support).

Listed herein are the tasks to be performed under this contract. These tasks shall be performed in accordance with the requirements and standards listed in the task orders.

3.1 DESIGN AND DEVELOPMENT ENGINEERING

- 3.1.1 Design Engineering and Review
 - 3.1.2 Engineering Analyses
 - 3.1.3 Operation Research Support
 - 3.1.4 Field Engineering and Analyses
 - 3.1.5 Chemical Analyses
 - 3.1.6 Physics Analyses
 - 3.1.7 Electromagnetic Analyses
 - 3.1.8 Environmental Services
 - 3.1.9 Production Engineering Analyses and Support
 - 3.1.10 Technology Support
 - 3.1.11 Design and Test Facilities Support
 - 3.1.12 Human Engineering
- #### 3.2 TEST AND EVALUATION
- 3.2.1 Test Plans and Procedures
 - 3.2.2 Test Support
 - 3.2.3 Test Analyses and Reports
- #### 3.3 TRANSITION ENGINEERING
- 3.3.1 Development Item and Prototype Production
 - 3.3.2 Installation Support
 - 3.3.3 Interim Support
 - 3.3.4 Training
- #### 3.4 MANAGEMENT SUPPORT SERVICES
- 3.4.1 Technical Administrative Support
 - 3.4.2 Project Planning Support
 - 3.4.3 Management Evaluation, Status Reviews and Reports

3.1 DESIGN AND DEVELOPMENT ENGINEERING. The Contractor shall provide engineering design, design review, analysis, support, and services as defined by the following requirements.

3.1.1 Design Engineering and Review. The Contractor shall provide engineering designs, fabricate production prototypes, modify original designs, identify and complete design validation testing, and prepare technical data packages of systems, subsystems, equipment, and components. The Contractor shall review and evaluate designs provided as Government Furnished Information (GFI) to establish compliance with mission and other specified requirements. This includes, but is not limited to, analyses to identify potential impacts on performance, reliability, maintainability, user interface, logistics, schedule, and cost. The Contractor shall perform integration, verification, and validation reviews of systems, equipments, assemblies, or modules to ensure that these items perform as specified by individual design specifications. The Contractor shall provide a written evaluation of the design or design changes along with supporting rationale after completing the analysis.

3.1.2 Engineering Analyses. The Contractor shall perform engineering analyses and studies for systems development, production, and in-service support activities. The Contractor shall evaluate procedures, processes, designs, and design changes for cost savings. The Contractor shall perform reverse engineering and deliver to the Government a design disclosure Technical Data Package including details concerning the substitution of piece parts and requirements concerning equivalency (exact reproductions). The Contractor shall produce prototypes of hardware resulting from reverse engineering.

3.1.3 Operation Research Support. The Contractor shall construct, modify and/or perform statistical and/or analytical investigations of, and with, mathematical simulation models. This support may include, but not be limited to, aerodynamic modeling, tactics investigation through simulation, establishment of optimization techniques, control system analysis, derivation of decision theories, development of inventory control models, conducting probability and statistical theories, and providing independent analytical assessments of systems and other organizational structures. The Contractor shall provide decision support systems and capabilities to correlate decision support applicability and the ability of the system to support current needs and requirements.

3.1.4 Field Engineering and Analyses. The Contractor shall assist the Government in planning, organizing, and attending on-site working sessions in the Fleet to resolve problems and improve performance. The Contractor shall perform analyses of system performance through an assessment of data generated during fleet operations, maintenance, testing, trials, or training exercises. The Contractor shall perform field engineering tasks related to maintaining and enhancing deployed development equipment in accordance with the equipment's operational specifications or improved specifications. The Contractor shall perform system or equipment alterations in accordance with the applicable installation specifications, guidelines and alteration instructions. The Contractor shall conduct the associated operational verification tests to assure the operational integrity of the system or equipment. The Contractor shall identify existing Government sources of information, collect available maintenance data, edit and analyze this data, identify trends or problems affecting mission requirements, and submit recommendations with associated rationale for changes to design or maintenance requirements to improve availability and performance. The Contractor shall investigate failures of components and systems to isolate the causative defect and recommend to the Government possible corrective actions.

3.1.5 Chemical Analyses. The Contractor shall plan, execute, analyze, interpret and report the results of chemical investigations. These may include research and design of thermodynamics, energy transfer phenomena, solid-state mechanisms, molecular dynamics, kinetics, spectroscopy of energetic reactions, molecular synthesis, environmental studies, metallurgical analysis, or other chemical properties.

3.1.6 Physics Analyses. The Contractor shall plan, execute, analyze, interpret and report the results of investigations on such items as the design of missile seeker performance, kinetics, ballistics, atmospheric optics, smoke modeling, radiation transfer, light scattering, electro-optics and geometrical and physical optics.

3.1.7 Electromagnetic Analyses. The Contractor shall perform and document engineering analyses, studies, and testing concerning the areas of Electromagnetic Interference (EMI), Electromagnetic Compatibility (EMC), and Electromagnetic Pulse (EMP). The Contractor shall provide reports with supporting rationale for any assumptions

made during the preparation of these reports. Engineering investigations in this area may also include, but will not be limited to, mechanical and electronic packaging technology, mechanical and thermal modeling, Item packaging and mounting technologies, component design and integration, system, subsystem, equipment and component testing (electronic and mechanical), EMC control plans, EMC test plans/test reports.

3.1.8 Environmental Services. The Contractor shall prepare, conduct analysis, and review environmental impact statements and assessments. The Contractor shall provide written reports on findings with assumptions and recommendations.

3.1.9 Production Engineering Analyses and Support. The Contractor shall analyze production costs and manufacturing problems; review production changes, waivers, and deviations; attend quality assurance audits and surveys; and identify problems and progress concerning production, costs, and product assurance. The Contractor shall monitor, track and report status and cost of systems, assemblies, equipments or components in various stages of production, repair or test. The Contractor shall develop, prepare, assemble, validate, review, analyze, assess, and deliver Engineering Change Proposals (ECP's), recommendations with supporting rationale for ECP's, and Technical Directives (TDs) to the Government.

3.1.10 Technology Support. The Contractor shall perform engineering analyses and conduct technical studies to support research and development of systems engineering and test evaluation technology. The Contractor shall survey advanced technology approaches to similar problems both in Government and the private sector and document recommendations. The Contractor shall identify manufacturers of, and the availability and suitability, of Commercial Off-the-Shelf (COTS) equipment. The Contractor shall perform engineering investigations to evaluate COTS item reliability, maintainability, availability, logistics support, and configuration status in accordance with applicable drawing specifications and appropriate support and configuration documents. The Contractor shall report the results of such investigations along with recommendations and the basis for those recommendations.

3.1.11 Design and Test Facilities Support. The Contractor shall design, document, fabricate, and provide upgrades to design/test facilities. The Contractor shall review and provide response to government provided facility designs with recommended changes to documentation and drawings.

3.1.12 Human Engineering. The Contractor shall prepare, evaluate, and annotate human engineering program plans, analysis reports, test plans and procedures, and other human engineering related documentation. The Contractor shall attend human engineering reviews and demonstrations, testing, and mockup or model reviews; record discrepancies; and formulate recommendations for resolution.

3.2 TEST AND EVALUATION. The Contractor shall provide testing and test support for test planning, test performance, test data analysis and documentation as defined by the following requirements.

3.2.1 Test Plans and Procedures. The Contractor shall provide pre and post-test simulations of expected system performance in test scenarios. The Contractor shall develop test exercise geometry and constraints necessary to implement test scenarios. The Contractor shall develop or evaluate and provide comments on test plans and procedures. The Contractor shall submit an evaluation report on the adequacy of such plans and provide rationale and assumptions. The Contractor shall provide inputs to detailed test procedures implementing test plan requirements.

3.2.2 Test Support. The Contractor shall provide development testing to investigate technical approaches, verify interface interoperability, and evaluate technical performance under controlled conditions and in representative operations environments. The Contractor shall plan, coordinate and perform total test and evaluation of completed hardware designs. The Contractor shall provide test support services, telemetry support, and other data capture and data retrieval support. The Contractor shall attend tests performed at both Government and private test sites to review the appropriate test requirements, provide analytical support during testing and procedures, monitor the test being conducted, and document the test results.

3.2.3 Test Analyses and Reports. The Contractor shall review test data and perform analyses of the performance of unit under test. The Contractor shall formulate recommendations, with justification, to correct any test item performance, quality, maintenance, or problems impacting mission. The Contractor shall recommend improvements, with justification, to design, configuration, materials, construction, or other criteria. The Contractor shall collect test data and documents, review test documents, and prepare and publish test documents and reports. The Contractor shall evaluate test report content and recommend changes with supporting rationale.

3.3 TRANSITION ENGINEERING. The Contractor shall provide transition production, installation, interim support, and training for the transition of development systems, commodities, prototype, and Low Rate Initial Production (LRIP) items as defined by the following requirements.

3.3.1 Development Item and Prototype Production. The Contractor shall produce prototypes and development items in accordance with the authorization and specification package.

3.3.2 Installation Support. The Contractor shall identify and document installation requirements to ensure system compatibility; identify and provide recommended solutions to interface problems; review and monitor system tolerances; perform system tests to assess performance, safety, operability, reliability and maintainability; for impact on systems interface. The Contractor shall perform checks in accordance with installation drawings and specifications in preparation for installation of new equipment. The Contractor shall be responsible for site planning and preparation to support equipment installation. The Contractor shall perform the installation of new equipment in accordance with the applicable installation drawings and procedures. The Contractor shall conduct associated operational verification tests to assure operational integrity of the installed equipment.

3.3.3 Interim Support. The Contractor shall provide interim support for development, pre-production, prototype, and LRIP equipment or components, production material, and modification kits during development and deployment. The Contractor shall perform overhaul, repair, and maintenance actions. The Contractor shall perform systems or equipment alterations. The Contractor shall conduct the associated operational verification tests to assure the operational integrity of the system or equipment. The Contractor shall review, evaluate, maintain, and update data and associated documentation on fielded systems, subsystems, and components. The Contractor shall provide and/or support inactivation and disposal to ensure that critical equipment removed is safeguarded and destroyed in accordance with the appropriate Government instructions and directives.

3.3.4 Training. The Contractor shall develop and/or review training plans. All findings and recommendations shall be documented with supporting information. The Contractor shall develop and/or review training materials and courses and shall be required to provide instructors for these courses.

3.4 MANAGEMENT SUPPORT SERVICES. The Contractor shall provide management support services as defined by the following requirements. Any effort covered by the commercial activities study under the Circular A-76 for the Clerical functions at NAWCWD is not included.

3.4.1 Technical Administrative Support. The Contractor shall perform technical administrative services including, but not limited to, meeting assistance, briefings and presentations, project reports, data management, data maintenance and distribution, and language translation service. The Contractor shall provide graphic arts including, but not limited to, viewgraphs, 35-mm slides, exhibits, displays, plaques, awards and signs.

3.4.2 Project Planning Support. The Contractor shall analyze, make recommendations, provide rationale for the recommendations, and provide technical administrative support in preparing assigned project plans, schedules, cost estimates, and risk analyses.

3.4.3 Management Evaluation, Status Reviews and Reports. The Contractor shall audit and evaluate the program, project management, and management data and documents. The Contractor shall provide analyses and a written recommendation with supporting evidence taking into consideration mission and other specified requirements.

4.0 SPECIAL CONSIDERATIONS

4.1 CONTRACT STATUS REPORTING. The specific content, periodicity, delivery, and format (if applicable) requirements of each report described below are defined in Exhibit A.

4.1.1 Monthly Progress Report. The contractor shall provide Monthly Progress Reports, outlining work accomplished, problems encountered, problems solved, trip report(s), items delivered, current schedule, total hours worked/remaining on the contract, cost information, and monthly and total funds and hours expended. Task order requirements may specify additional reporting items. The cost information shall include a trend analysis graph to assist the Government in determining the status of each task order. The contractor shall submit a proposed format to the Government no later than 14 days after the effective date of the contract. The format is subject to Government approval.

4.1.2 Task Order Expense Status Report. The contractor shall prepare and submit a bi-weekly Task Order Expense Status Report reflecting task order status relative to expense of dollars and labor hours. The report shall reflect the contractor's "best estimates" of actual dollars and labor hours expended through the end of the previous week, and projections of weekly "burn rate," "stop work" date, and variances from expected expense plan. The contractor shall submit a proposed format to the Government no later than 7 days after the effective date of the contract. The format is subject to Government approval.

4.1.3 Personnel Reports. The contractor shall prepare and submit an Employee Listing Report, a Personnel Location Report, and a Personnel Count by Labor Category Report. The contractor shall submit the proposed formats to the Government no later than 30 days after the effective date of the contract. The formats are subject to Government approval.

4.1.4 Task Order and Contract Summary Report. The contractor shall prepare and submit a monthly Task Order and Contract Summary Report concurrently with each voucher submitted. The contractor shall submit the proposed format to the Government no later than 14 days after effective date of the contract. The format is subject to Government approval.

4.1.5 Contract Data Product Summary. The contractor shall deliver a CD or DVD archiving all contract level data products submitted from contract inception through date of submittal of this data product. Submission is required 15 days after the end of each Government fiscal year, and 15 days after the end of the contract period of performance. The contractor shall submit the proposed format no later than 45 days after the effective date of the contract. The format is subject to Government approval.

4.1.6 Phase-Out Plan. The contractor shall prepare and submit a Phase-Out Plan. The Phase-Out Plan shall describe the transition between the incumbent contractor and the follow-on contractor. The Phase-Out Plan is deliverable only if requested by the Contracting Officer. The Phase Out Plan (draft and final) shall be delivered to NAWCWD Contracting/Ordering Officer and COR as an electronic file attachment to a transmitting Email.

4.1.7 Operations Security (OPSEC) Plan. The contractor shall prepare and submit the draft OPSEC plan 90 days after award. The final plan is due 45 days after government approval of the draft.

4.2 PLACE OF PERFORMANCE. The places of performance shall be NAWCWD, China Lake and Point Mugu, California, attached activities and other locations set forth in individual task orders and the associated contractor's facility(ies). The contractor should also assume that the Government provided work spaces including desk units, phones and the computer necessary to perform tasks. The contractor shall establish a facility located within 5 miles of the main gate of NAWCWD, China Lake, CA and 25 miles of the main gate of Naval Base Ventura County Point Mugu, CA. These facilities shall meet the security requirements as outlined in the attached DD Form 254.

4.3 **VEHICLES.** The contractor shall provide all vehicles required for the performance of this contract unless shared access is authorized at the task order level.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

252.223-7006 PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS (APR 1993)

(a) "Definitions".

As used in this clause --

(1) "Storage" means a non-transitory, semi-permanent or permanent holding, placement, or leaving of material. It does not include a temporary accumulation of a limited quantity of a material used in or a waste generated or resulting from authorized activities, such as servicing, maintenance, or repair of Department of Defense (DoD) items, equipment, or facilities.

(2) "Toxic or hazardous materials" means:

(i) Materials referred to in section 101(14) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980 (42 U.S.C. 9601(14)) and materials designated under section 102 of CERCLA (42 U.S.C. 9602) (40 CFR part 302);

(ii) Materials that are of an explosive, flammable, or pyrotechnic nature; or

(iii) Materials otherwise identified by the Secretary of Defense as specified in DoD regulations.

(b) In accordance with 10 U.S.C. 2692, the Contractor is prohibited from storing or disposing of non-DoD-owned toxic or hazardous materials on a DoD installation, except to the extent authorized by a statutory exception to 10 U.S.C. 2692 or as authorized by the Secretary of Defense or his designee.

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(1) Name and business address of contractor.

(2) Contract Number/Delivery/Task order number.

(3) Contract/Delivery/Task order dollar amount.

(4) Whether the contract was competitively or non-competitively awarded.

(5) Name of sponsoring individual.

(6) Name and address of requiring activity.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

52.246-5

Inspection Of Services Cost-Reimbursement

APR 1984

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JAN-2006 TO 31-DEC-2006	N/A	N/A FOB: Destination	
000101	N/A	N/A	N/A	N/A
0002	POP 01-JAN-2006 TO 31-DEC-2006	N/A	N/A FOB: Destination	
0003	POP 01-JAN-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination	
0004	POP 01-JAN-2007 TO 31-DEC-2007	N/A	N/A FOB: Destination	
0005	POP 01-JAN-2008 TO 30-JUN-2008	N/A	N/A FOB: Destination	
0006	POP 01-JAN-2008 TO 30-JUN-2008	N/A	N/A FOB: Destination	
0007	POP 01-JUL-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	
0008	POP 01-JUL-2008 TO 31-DEC-2008	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-35	F.O.B. Destination, Within Consignee's Premises	APR 1984
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 January 1, 2006 and shall continue through December 31, 2006. 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 amount is \$100,000; the maximum quantity, including all options (if exercised), is 518,940 labor hours.

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

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

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

(1) PCO, Code N/A.

(2) ACO, Code N/A.

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

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

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

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

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

(g) DD Form 1423, Block 14 Email Addresses:

CODE 470000D – See Contracting Officer's Representative, identified in Section G

CODE 210000D – See PCO, identified in Section H

Section G - Contract Administration Data

ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH2C 255 77777 0 054219 2F 000000
COST CODE: 000005014600
AMOUNT: \$100,000.00
CIN 001016213900001: \$100,000.00

CLAUSES INCORPORATED BY FULL TEXT

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.

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.

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

- (a) The Contracting Officer has designated following person as the authorized Contracting Officer's Representative (COR) for this contract:

MIKE CASH
CODE 470000D
NAVAIRWARCENWPNDIV
1900 NORTH KNOX ROAD – STOP 6502
CHINA LAKE, CA 93555-6106
(760) 939-8481
Michael.Cash@navy.mil

- (b) The COR is responsible for monitoring the performance and progress, as well as the overall technical management of the orders placed hereunder and 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 the contract.
- (c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will 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 scope of the contract, and if not, has issued a contract change.

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
CODE 210000D (J. RIOS)
NAVAIRWARCENWPNDIV
429 EAST BOWEN ROAD – MAIL 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".

5252.232-9510 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 bi-weekly based on the allowable cost. The amount of each such installment shall be invoiced at the task order level and shall be based on the net direct labor hours expended during the installment period multiplied by the dollars per hour (based on the fixed fee divided by the level of effort in hours) rate established for each CLIN. The fixed fee for CLIN 0001 shall be paid at the rate of b(4) per direct labor hour. The fixed fee for CLIN 0003, if exercised, shall be paid at the rate of b(4) per direct labor hour. The fixed fee for CLIN 0005, if exercised, shall be paid at the rate of b(4) per direct labor hour. The fixed fee for CLIN 0007, if exercised, shall be paid at the rate of b(4) per direct labor hour. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of 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.

(e) Paragraph (a) fixed fee rate for CLIN 0003, CLIN 0005 and CLIN 0007 will be recalculated if level of effort and cost is rolled over as a result of the exercise of the option.

5252.232-9511 NOTICE OF REQUIREMENTS FOR PROMPT PAYMENT (FEB 2000)

The Government anticipates that this contract will be distributed to Defense Finance and Accounting Service (DFAS) through the Joint Electronic Document Access (JEDA) System. DFAS is responsible for payment of contractor invoices.

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

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

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF) (NAVAIR) (APR 2005)

(a) Invoices under this Contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

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

(2) A separate invoice per task order will be prepared bi-weekly.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are acceptable.

(b) The following information regarding the Naval Air Warfare Center Weapons Division is provided for completion of the invoice in WAWF:

WAWF Invoice Type:	Cost Voucher
Issuing Office DODAAC	N68936
Admin DODAAC:	N68936
Inspector DODAAC (if applicable):	HAA645 (DCAA-Nashville TN)
Acceptor DODAAC:	N68936
LPO DODAAC:	N68936
PAY DODAAC:	N68688

- (c) The contractor shall submit invoices for payment per contract terms.
 (d) The Government shall process invoices for payment per contract terms.

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.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.

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR) (MAY 1998)

Contract Administration Office.

(a) Contract administration functions (see FAR 42.302 and DFARS 242.302) are retained by the PCO, except as identified in (a)(2) below.

(b) Contract administration functions assigned (see FAR 42.302) are: (a)(5), (a)(9), (a)(11), (a)(50), (a)(52), (a)(53) and (a)(54).

(c) The Accounting Classification Reference Numbers (ACRN) assigned by the Naval Air Warfare Center Weapons Division shall be used in applicable contract modifications or orders or modifications thereto issued by the cognizant contract administration office. If no ACRN is assigned by the Naval Air Warfare Center Weapons Division, the contract administration office may assign a two-position ACRN that can be either alpha-numeric (A1 through B9 and continuing, if necessary through Z9, excluding the letters "I" and "O") or alpha (AA through ZZ, excluding the letters "I" and "O"), (see DFARS 204.7101).

(d) The cognizant contract administration office shall distribute to the U.S. Navy International Logistics Control Office (NAVILCO) (Code 20), 700 Robbins Avenue, Philadelphia, Pennsylvania 19111, a copy of any report or document which indicates an anticipated or actual delay in the delivery of supplies or services called for under the Navy International Logistics Program (ILP) Foreign Military Sales (FMS) (or Military Assistance Program (MAP)) Item(s) identified in Section B, if any. Copies of reports or documents distributed to NAVILCO shall include the applicable Item number, the FMS Case identifier and FMS country (or MAP record Control/Program Directive number identifier) and the requisition number and shall be in addition to any other distribution required by this contract or directives applicable to the cognizant contract administration office.

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: _____

EXPEDITING CONTRACT CLOSEOUT

EXPEDITING CONTRACT CLOSEOUT (Applicable at Task Order Level)

(a) As part of the negotiated total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (SERVICES)(SEP 1999)

(a) Purpose. This clause seeks to ensure that the contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) that relate to the work under this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the contractor (as defined in paragraph (d)(7)) in the activities covered by this clause.

(1) The restrictions set forth in paragraph (e) apply to supplies, services, and other performance rendered with respect to the suppliers and/or equipment listed in Section C. Task orders issued under the contract will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

(2) The financial, contractual, organizational and other interests of contractor personnel performing work under this contract shall be deemed to be the interests of the contractor for the purposes of determining the existence of an Organizational Conflict of Interest. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) Waiver. Any request for waiver of the provisions of this clause shall be submitted in writing to the Procuring Contracting Officer. The request for waiver shall set forth all relevant factors including proposed contractual safeguards or job procedures to mitigate conflicting roles that might produce an Organizational Conflict of Interest. No waiver shall be granted by the Government with respect to prohibitions pursuant to access to proprietary data.

(d) Definitions. For purposes of application of this clause only, the following definitions are applicable:

(1) "System" includes system, major component, subassembly or subsystem, project, or item.

(2) "Nondevelopmental items" are as defined in FAR 2.101.

(3) "Systems Engineering" (SE) includes, but is not limited to, the activities in FAR 9.505-1(b).

(4) "Technical direction" (TD) includes, but is not limited to, the activities in FAR 9.505-1(b).

(5) "Advisory and Assistance Services" (AAS) are those services acquired from non-governmental sources to support or improve agency policy development or decision making; or, to support or improve the management of organizations or the operation of hardware systems. Such services may encompass consulting activities, engineering and technical services, management support services and studies, analyses and evaluations.

(6) "Consultant" services is as defined in FAR 31.205-33(a).

(7) "Contractor", for the purposes of this clause, means the firm signing this contract, its subsidiaries and affiliates, joint ventures involving the firm, any entity with which the firm may hereafter merge or affiliate, and any other successor or assignee of the firm.

(8) "Affiliates" means officers or employees of the prime contractor and first tier subcontractors involved in the program and technical decision making process concerning this contract.

(9) "Interest" means organizational or financial interest.

(10) "Weapons system supplier" means any prime contractor or first tier subcontractor engaged in, or having a known prospective interest in the development, production or analysis of any of the weapon systems, as well as any major component or subassembly of such system.

(e) Contracting restrictions.

(1) To the extent the contractor provides systems engineering and/or technical direction for a system or commodity but does not have overall contractual responsibility for the development, the integration, assembly and checkout (IAC) or the production of the system, the contractor shall not (i) be awarded a contract to supply the system or any of its major components or (ii) be a subcontractor or consultant to a supplier of the system or of its major components. The contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem, or major component utilized for or in connection with any item or other matter that is (directly or indirectly) the subject of the systems engineering and/or technical direction or other services performed under this contract for a period of two years after the date of completion of the contract. (FAR 9.505-1(a))

(2) To the extent the contractor prepares and furnishes complete specifications covering nondevelopmental items to be used in a competitive acquisition, the contractor shall not be allowed to furnish these items either as a

prime contractor or subcontractor. This rule applies to the initial production contract, for such items plus a specified time period or event. The contractor agrees to prepare complete specifications covering non-developmental items to be used in competitive acquisitions, and the contractor agrees not to be a supplier to the Department of Defense, subcontract supplier, or a consultant to a supplier of any system or subsystem for which complete specifications were prepared hereunder. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of these systems or their subsystems extends for a period of two years after the terms of this contract. (FAR 9.505-2(a)(1))

(3) To the extent the contractor prepares or assists in preparing a statement of work to be used in competitively acquiring a system or services or provides material leading directly, predictably and without delay to such a work statement, the contractor may not supply the system, major components thereof or the services unless the contractor is the sole source, or a participant in the design or development work, or a contractor involved in preparation of the work statement. The contractor agrees to prepare, support the preparation of or provide material leading directly, predictably and without delay to a work statement to be used in competitive acquisitions, and the contractor agrees not to be a supplier or consultant to a supplier of any services, systems or subsystems for which the contractor participated in preparing the work statement. The prohibition relative to being a supplier, a subcontract supplier, or a consultant to a supplier of any services, systems or subsystems extends for a period of two years after the terms of this contract. (FAR 9.505-2(a)(1))

(4) To the extent work to be performed under this contract requires evaluation of offers for products or services, a contract will not be awarded to a contractor that will evaluate its own offers for products or services, or those of a competitor, without proper safeguards to ensure objectivity to protect the Government's interests. Contractor agrees to the terms and conditions set forth in the Statement of Work that are established to ensure objectivity to protect the Government's interests.(FAR 9.505-3)

(5) To the extent work to be performed under this contract requires access to proprietary data of other companies, the contractor must enter into agreements with such other companies which set forth procedures deemed adequate by those companies (i) to protect such data from unauthorized use or disclosure so long as it remains proprietary and (ii) to refrain from using the information for any other purpose other than that for which it was furnished. Evidence of such agreement(s) must be made available to the Procuring Contracting Officer upon request. The contractor shall restrict access to proprietary information to the minimum number of employees necessary for performance of this contract. Further, the contractor agrees that it will not utilize proprietary data obtained from such other companies in preparing proposals (solicited or unsolicited) to perform additional services or studies for the United States Government. The contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, obligating the contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreement to the Contracting Officer. Contractor further agrees that such proprietary data shall not be used in performing for the Department of Defense additional work in the same field as work performed under this contract if such additional work is procured competitively. (FAR 9.505-4(b))

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) which is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with two years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products

or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

(g) Disclosure of Potential Conflicts of Interest. The contractor recognizes that during the term of this contract, conditions may change which may give rise to the appearance of a new conflict of interest. In such an event, the contractor shall disclose to the Government information concerning the new conflict of interest. The contractor shall provide, as a minimum, the following information:

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

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

5252.211-9502 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.

5252.216-9509 TASK ORDERS WITH OPTIONS (NAVAIR) (AUG 2001)

(a) The Ordering Officer may issue Task Orders that include options under any of the following conditions:

- (1) The services being acquired are highly unique or specialized;
 - (2) The efforts to be performed are so integrally related that only a single contractor can reasonably perform the work; or
 - (3) Foreseeable additional effort fits the criteria of FAR 16.505(b)(2)(iii) as a logical follow-on.
- (b) Only those Task Orders for which all awardees were given a fair opportunity to be considered shall include options. For purposes of FAR 52.216-19(b), the base award and each option are separate orders.
- (c) Prior to exercising an option on a Task Order, the Government will ensure that the contract has adequate quantities and period of performance. The contractor shall not begin performance on requirements in the Task Order option until the Government has exercised the option on the Task Order and, if necessary, the option on the contract.
- (d) Award of a Task Order with an option is subject to the conditions of FAR clause 52.217-5, "Evaluation of Options".

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

- (a) Unless the procedures in paragraphs (b) and (c) are utilized orders will be issued under this contract using the following streamlined procedures:
- (1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).
 - (2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will 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) 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.

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (MAY 1998)

(a) In accordance with the requirements of the Patent Rights clause of this contract, the contractor shall submit "Report of Inventions and Subcontracts" (DD Form 882) along with written disclosure of inventions to the designated Contract Administrator.

(b) The Contract Administrator will forward such reports and disclosures directly to the appropriate Patent Counsel, designated below, for review and recommendations, after which the reports will be returned to the Contract Administrator.

Name and address of Patent Counsel:

OFFICE OF COUNSEL
CODE K00000D
NAVAL AIR WARFARE CENTER WEAPONS DIVISION
1 ADMINISTRATION CIRCLE
CHINA LAKE CA 93555-6001

(c) The above designated Patent Counsel will represent the Procurement Contracting Officer with regard to invention reporting matters arising under this contract.

(d) A copy of each report and disclosure shall be forwarded to the Procuring Contracting Officer.

(e) The contractor shall furnish the Contracting Officer a final report within three (3) months after completion of the contracted work listing all subject inventions or certifying that there were no such inventions, and listing all subcontracts at any tier containing a patent rights clause or certifying that there were no such subcontracts.

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

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

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

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

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

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

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

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

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

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

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

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

5252.227-9512 TRADEMARK MANUFACTURE/USE LICENSE AGREEMENT (NAVAIR) (OCT 2002)

(a) The Naval Air Systems Command (NAVAIR) is the owner of all right, title, and interest within the United States of America in and to the trademark set forth below.



(b) NAVAIR hereby grants a nonexclusive and nontransferable license to make, manufacture or produce the trademark in connection with all activities relating to the manufacture, production, distribution and packaging of the products and services identified under this contract. The contractor shall insure the designation "TM" in superscript format is placed adjacent to the trademark in connection with each use or display thereof.

(c) The contractor shall adhere to the technical specifications of the trademark as shown in the NAVAIR style guide which can be found at:

<https://projectgoldenwing.navair.navy.mil/styleguide.cfm>

(d) The contractor shall not use the trademark in any inappropriate or offensive manner or in any manner that could disparage the United States military services. Additionally, the trademark may not be placed in an area that would be construed as offensive.

(e) Items to be delivered under this contract that bear the trademark shall be of the quality specified in the contract. The quality of any other item bearing the trademark shall adhere to the standards of quality for such items.

(f) Exercise of any of the rights granted under this clause shall not entitle the contractor to: a) any modification(s) to the terms and conditions, including price, of this contract; b) any claim(s) against the government; and/or c) any request(s) for equitable adjustment. If the contractor believes it is entitled to any such or similar relief, the contractor shall, prior to exercise of any of the rights granted under this clause, provide written notification to the contracting officer detailing the relief requested and identifying the basis for such relief with supporting rationale. The contractor shall not thereafter exercise any of the rights granted under this clause until the contracting officer provides a response to the contractor's written notification.

5252.228-9501 LIABILITY INSURANCE (MAR 1999)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES)(SEP 1999)

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

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

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

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

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

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

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the task order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

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

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

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

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

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

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

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

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

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

COMMANDER
CODE 210000D (J. RIOS)
NAVAIRWARCENWPNDIV
429 EAST BOWEN ROAD – STOP 4015
CHINA LAKE CA 93555-6108

760-939-8703
Jaime.Rios@navy.mil

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 specified at the task order level.

(3) Special Test Equipment (as defined in FAR 45.101): will be specified at the task order level.

(4) Facilities (as defined in FAR 45.301 and DFARS 245.301): will be specified at the task order level.

(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 specified at the task order level.

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 specified at the task order level.

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 specified at the task order level.

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. None

(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.

(o) In accordance with FAR Part 45, as supplemented, the following individual has been appointed as the Government Property Administrator for this contract:

COMMANDER
 CODE 210000D (E. KNIGHT)
 NAVAIRWARCENWPNDIV
 429 EAST BOWEN ROAD – STOP 4015
 CHINA LAKE CA 93555-6108

QASP

QUALITY ASSURANCE SURVEILLANCE PLAN

(a) Introduction: The contractor's performance under this contract will be evaluated by the Government as described in this clause. The evaluation will encompass all work performed by the contractor during the performance period of each individual task order.

(b) Performance Ratings: The Government will evaluate the contractor's performance of each criterion in Table 2 using the following ratings:

TABLE 1: PERFORMANCE RATINGS

Overall Performance Rating	Definition
Exceptional	Performance meets contractual requirements and exceeds many to the government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

(c) Performance Evaluation Criteria. The contractor's performance under this contract will be evaluated using the criteria and standards identified in Table 2 of this contract clause. All criteria and sub-elements (1, 2, 3, etc.) are weighted equally.

(d) Organization. The performance evaluation organization consists of the Contracting Officer and the Contracting Officer's Representative (COR).

(1) Contracting Officer: The Contracting Officer is responsible for properly administering the performance evaluation process and maintaining the official performance evaluation file.

(2) COR: The COR maintains the written records of the contractor's performance so that a fair and accurate evaluation is obtained. The COR coordinates and compiles the evaluation reports.

(e) Evaluation Schedule. Each performance evaluation will be at the conclusion of the base contract period and/or any option period. Within 15 calendar days after completion of the evaluation period, the contractor shall submit a Self-Evaluation Report for consideration. The Self-Evaluation report must include an overall performance rating for each criteria in Table 2 applicable to each task order within the evaluation period and may include whatever information the contractor deems relevant to support that rating. The Self-Evaluation report shall not exceed five (5) pages in length. Following each evaluation period, the Contracting Officer and the COR will hold a meeting with the contractor's Senior Technical Representative to review performance under the contract, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(f) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this contract such as a Contractor Performance Assessment Reporting System (CPARS).

TABLE 2: PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	EXCEPTIONAL STANDARD	VERY GOOD STANDARD	SATISFACTORY STANDARD	MARGINAL STANDARD	UNSATISFACTORY STANDARD
Quality of Service (Staffing, Communication, Customer Satisfaction, Reports)	1. Contractor provides qualified personnel with less than 5% of coverage. 2. Contractor formally communicates on a quarterly bases with the government customer and more frequently informally. 3. 95% of customers submitted a rating of "exceptional" and there were no greater than 2 "unsatisfactory" ratings on the end of year report.	1. Contractor provides qualified personnel with no more than 5-10% laps in coverage. 2. Contractor formally communicates on a quarterly bases with the government customer and more frequently informally. 3. Between 85% and 94% of customers submitted a rating of "very good" and there were no greater than 3 "unsatisfactory" ratings on the end of year report.	1. Contractor provides qualified personnel with no more than 11-15% in coverage. 2. Contractor formally communicates on a quarterly bases with the government customer. 3. Between 75% and 84% of customers submitted a rating of "satisfactory" and there were no greater than 5 "unsatisfactory" ratings on the end of year report.	1. Contractor provides marginally qualified or unqualified personnel in 16-25% of coverage. 2. Contractor occasionally missed the formal communications on a quarterly bases with the government customer. 3. Greater than 65% of customers submitted a rating of "marginal" and there were no greater than 10 "unsatisfactory" ratings on the end of year report.	1. Contractor provides marginally qualified or unqualified personnel in greater than 25% of coverage. 2. Contractor often missed the formal communications on a quarterly bases with the government customer. 3. Greater than 65% of customers submitted a rating of "unsatisfactory" on the end of year report.
Schedule (Timeliness, CDRLs, Customer Milestones)	1. Contractor routinely exceeds deadlines and schedules. 2. 97% of all schedules met or exceeded.	1. Contractor occasionally exceeds deadlines and schedules. 2. 81% to 96% of all schedules met.	1. Contractor routinely meets deadlines and schedules. 2. 80% of all schedules met.	1. Contractor occasionally misses deadlines and schedules. 2. 25% to 35% of all schedules missed.	1. Contractor frequently misses deadlines and schedules. 2. Greater than 35% of all schedules missed.
Cost Control	1. Contractor routinely completes the effort under the agreed to estimated cost. 2. Overhead costs are less than 11% or greater of the agreed to cost.	1. Contractor occasionally completes the effort under the agreed to estimated cost. 2. Overhead costs are less than 3%-10% of the agreed to cost.	1. Contractor routinely completes the effort within the agreed to estimated cost. 2. Overhead costs are within +- 2% of the agreed to cost.	1. Contractor occasionally fails to complete the effort within the agreed to estimated cost. 2. Overhead costs are 3%-10% higher than the agreed to cost.	1. Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur. 2. Overhead costs are 11% or greater than of the agreed to cost.
Business Relations (Small Business Req.)	1. Contractor exceeded the 33% small business requirement by greater than 10%. 2. Contractor exceeded the 10% SDB requirement by greater than 10% 3. Contractor exceeded the 20% Low, Med, High Technology requirement by greater than 10%.	1. Contractor exceeded the 33% small business requirement by by 2%-10% 2. Contractor exceeded the 10% SDB requirement by 2%-10% 3. Contractor exceeded the 20% Low, Med, High Technology requirement by 2%-10%	1. Contractor meet the 33% small business requirement within +-2%. 2. Contractor meet the 10% SDB within +-2%. 3. Contractor meet the 20% Low, Med, High Technology requirement within +-2%	1. Contractor failed to meet the 33% small business requirement for small business by 2%-10% 2. Contractor failed to meet the 10% SDB requirement by 2%-10%. 3. Contractor failed to meet the 20% Low, Med, High Technology requirement by 2%-10%.	1. Contractor failed to meet the 33% small business requirement for small business by greater than 10%. 2. Contractor failed to meet the 10% SDB requirement by greater than 10%. 3. Contractor failed to meet the 20% Low, Med, High Technology requirement by greater than 10%.
Management of Key Personnel	1. Contractor's management is very proactive in responding to government	1. Contractor's management is very responsive to government requests and	1. Contractor's management is responsive to government requests and concerns.	1. Contractor's management is occasionally unresponsive to government	1. Contractor's management is unresponsive to government requests and concerns.

	<p>requests and concerns. 2. Contractor had no formal customer complaints</p>	<p>concerns. 2. Contractor had 1 to 2 formal customer complaints.</p>	<p>2. Contractor had 3 to 5 formal customer complaints.</p>	<p>requests and concerns. 2. Contractor had 6 to 14 formal customer complaints.</p>	<p>2. Contractor had 15 or greater than customer formal complaints.</p>
--	---	---	---	---	---

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
52.204-2	Security Requirements	AUG 1996
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
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	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
52.216-8	Fixed Fee	MAR 1997
52.217-2	Cancellation Under Multiyear Contracts	OCT 1997
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2004
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-25	Small Disadvantaged Business Participation Program-- Disadvantaged Status and Reporting	OCT 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-29	Notification Of Visa Denial	JUN 2003
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
52.223-10	Waste Reduction Program	AUG 2000

52.223-14	Toxic Chemical Release Reporting	AUG 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
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	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	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	Disputes	JUL 2002
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
52.243-5	Changes and Changed Conditions	APR 1984
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
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
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
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993

252.225-7012	Preference For Certain Domestic Commodities	JUN 2004
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	MAY 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.242-7004	Material Management And Accounting System	DEC 2000
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

52.216-7 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.

52.216-18 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 during the period of performance established by 5252.211-9507 Period of Performance.

(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 \$2,500, 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;
 - (2) Any order for a combination of items in excess of \$1,000,000; or
 - (3) A series of orders from the same ordering office within 5 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 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 at least 60 days before the contract expires.

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

- (a) The Government may extend the term of this contract by written notice to the Contractor within the contract ordering period; 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 3 years and 6 months.

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 **b(4)** or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

52.222-42 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

Labor Category	Grade	Point Mugu		China Lake	
		Hrly Rate	Fringe	Hrly Rate	Fringe
Program Manager	DP-4	\$ 55.66	\$ 26.44	\$ 51.11	\$ 24.28
Senior Engineer	DP-5	\$ 66.51	\$ 31.59	\$ 64.00	\$ 30.40
Senior Engineer	DP-4	\$ 55.66	\$ 26.44	\$ 51.11	\$ 24.28
Engineer	DP-4	\$ 55.66	\$ 26.44	\$ 51.11	\$ 24.28
Engineer	DP-3	\$ 39.86	\$ 18.93	\$ 36.60	\$ 17.39
Junior Engineer	DP-3	\$ 39.86	\$ 18.93	\$ 36.60	\$ 17.39
Junior Engineer	DP-2	\$ 27.95	\$ 13.28	\$ 26.36	\$ 12.52
Sr Engineer/Elec Tech	DP-3	\$ 39.86	\$ 18.93	\$ 36.60	\$ 17.39
Sr Engineer/Elec Tech	DS-3	\$ 33.41	\$ 15.87	\$ 30.68	\$ 14.57
Engineer/Elec Tech	DS-2	\$ 26.27	\$ 12.48	\$ 24.12	\$ 11.46
Engineer/Elec Tech	DS-1	\$ 19.83	\$ 9.42	\$ 18.21	\$ 8.65
Sr Computer Scientist	DP-3	\$ 39.86	\$ 18.93	\$ 36.60	\$ 17.39
Computer Scientist	DP-3	\$ 39.86	\$ 18.93	\$ 36.60	\$ 17.39
Sr Computer Specialist	DP-3	\$ 39.86	\$ 18.93	\$ 36.60	\$ 17.39
Computer Specialist	DP-2	\$ 27.95	\$ 13.28	\$ 26.36	\$ 12.52

Jr Computer Specialist	DP-2	\$ 27.95	\$ 13.28	\$ 26.36	\$ 12.52
Ops Research Analyst	DP-4	\$ 55.66	\$ 26.44	\$ 51.11	\$ 24.28
Ops Research Analyst	DP-3	\$ 39.86	\$ 18.93	\$ 36.60	\$ 17.39
Administrative Assistant	DG-4	\$ 23.82	\$ 11.31	\$ 21.87	\$ 10.39
Administrative Assistant	DG-3	\$ 19.42	\$ 9.22	\$ 17.84	\$ 8.47
Clerk-Typist	DG-2	\$ 17.46	\$ 8.29	\$ 16.03	\$ 7.61
Clerk-Typist	DG-1	\$ 15.64	\$ 7.43	\$ 14.36	\$ 6.82

52.244-2 SUBCONTRACTS (AUG 1998) ALT I (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) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

(3) If the Contractor does not have an approved purchasing system, the contractor shall not acquire any single item or system valued at \$2,500.00 or more without a written proposal to do so and a written approval of the Contracting Officer or designee.

(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:

None

52.247-67 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)

(a)(1) In accordance with paragraph (a)(2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the:

General Services Administration
ATTN: FWA
1800 F Street, NW

Washington, DC 20405.

The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first-tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show--

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

52.248-1 VALUE ENGINEERING (FEB 2000)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions.

"Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either--

(1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or

(2) To the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics

support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer shall notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon--

- (1) This contract's type (fixed-price, incentive, or cost-reimbursement);
- (2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and
- (3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS
(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	25	25
Incentive (fixed-price or cost)(other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement ([includes cost-plus-award-fee; excludes other cost-type incentive Contracts])	(3) 25	(3) 25	15	15

- (1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.
- (2) Same sharing arrangement as the contract's profit or fee adjustment formula.
- (3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) Calculating net acquisition savings. (1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate

Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by--

(i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and

(ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by--

(i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;

(ii) Subtracting any Government costs or negative instant contract savings not yet offset; and

(iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List (DD Form 1423-1	9	06-AUG-2004
Attachment 1	Atch 1 - Employee Qualifications	9	11-APR-2005
Attachment 2	Atch 2 - WD 94-2044 (Kern)	9	17-MAY-2005
Attachment 3	Atch 3 - WD 94-2072 (Ventura)	9	17-MAY-2005
Attachment 4	Atch 4 - DD Form 254 (Award DD Form 254 will be made available with first modification to this contract.)	23	02-MAY-2005
Attachment 5	Atch 5 - Past Performance Survey	5	UNDATED

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: MGMT							
D. SYSTEM/ITEM Engineering Support Services				E. CONTRACT/PR NO.		F. CONTRACTOR						
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT			3. SUBTITLE Monthly Progress Report							
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227			5. CONTRACT REFERENCE SOW Para 4.1.1			6. REQUIRING OFFICE NAVAIRWD CODE 470000D						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK	10. FREQUENCY MTHLY		12. DATE OF FIRST SUBMISSION 45 DAC		14. DISTRIBUTION						
8. APP CODE N/A	16 B	11. AS OF DATE EOM	13. DATE OF SUBSEQUENT SUBMISSION EOM + 10		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 B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAVAIR WD Code 470000D, 1 Administration Circle, China Lake Ca 93555-6100.</p> <p>Block 14: Shall be delivered in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.</p>						Reg	Repro					
					Code 470000D	0	1	0				
					Code 210000D	0	1	0				
					15. TOTAL					0	2	0
					G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 040624		I. APPROVED BY DRRB Chairperson		J. DATE 040806

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: FNCL			
D. SYSTEM/ITEM Engineering Support Services			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM FUNDS AND MAN-HOUR EXPENDITURE REPORT			3. SUBTITLE Task Order Expense Status Report				
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331			5. CONTRACT REFERENCE SOW Para 4.1.2		6. REQUIRING OFFICE NAVAIRWD CODE 470000D			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK	10. FREQUENCY BI-WE	12. DATE OF FIRST SUBMISSION 15 DAC		14. DISTRIBUTION			
8. APP CODE N/A	16 B	11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE	b. COPIES		
						Draft	Final	
						Reg	Repro	
<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 B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAVAIR WD Code 470000D, 1 Administration Circle, China Lake Ca 93555-6100.</p> <p>Block 11: Each report shall include all activities for the previous 2 week period.</p> <p>Block 13: Subsequent reports shall be submitted 2 WDA end of each reporting period. A cumulative Expense Status Report reflecting all expenditures for fiscal year shall be submitted in addition to weekly submittal 5 DA end of each Government fiscal year.</p> <p>Block 14: Shall be delivered in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.</p>					Code 470000D	0	1	0
					Code 210000D	0	1	0
					15. TOTAL			
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 040624	I. APPROVED BY DRRB Chairperson		J. DATE 040806		

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 Engineering Support Services			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM PERSONNEL REPORT			3. SUBTITLE Employee Listing Report			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81419		5. CONTRACT REFERENCE SOW Para 4.1.3		6. REQUIRING OFFICE NAVAIRWD CODE 470000D			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK	10. FREQUENCY QLRY	12. DATE OF FIRST SUBMISSION 99 DAC	14. DISTRIBUTION			
8. APP CODE N/A	11. AS OF DATE EQQ	13. DATE OF SUBSEQUENT SUBMISSION EQQ + 9	a. ADDRESSEE	b. COPIES			
Block 16 Remarks				Draft	Final		
				Reg	Repro		
Block 4: May be in Contractor format as long as DID is used for guidance.				Code 470000D	0	1	0
				Code 210000D	0	1	0
Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000.. Other requests for the document shall be referred to NAVAIR WD Code 470000D, 1 Administration Circle, China Lake Ca 93555-6100.							
Block 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. NAWCWD Contracting/Ordering Officer and COR (see basic contract) shall be advised of Report availability via Email							
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 040624	I. APPROVED BY  DRRB Chairperson	J. DATE		040806
					15. TOTAL	0	2

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 Engineering Support Services			E. CONTRACT/PR NO.		F. CONTRACTOR					
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM PERSONNEL REPORT			3. SUBTITLE Personnel Count by Labor Category Report					
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81419			5. CONTRACT REFERENCE SOW Para 4.1.3		6. REQUIRING OFFICE NAVAIRWD CODE 470000D					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK	10. FREQUENCY QRLY	12. DATE OF FIRST SUBMISSION 99 DAC		14. DISTRIBUTION					
8. APP CODE N/A	16 B	11. AS OF DATE EOQ	13. DATE OF SUBSEQUENT SUBMISSION EOQ + 9		a. ADDRESSEE					
<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 B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000.. Other requests for the document shall be referred to NAVAIR WD Code 470000D, 1 Administration Circle, China Lake Ca 93555-6100.</p> <p>Block 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. NAWCWD Contracting/Ordering Officer and COR (see basic contract) shall be advised of Report availability via Email</p>					b. COPIES					
							Final			
							Draft		Reg Repro	
									Code 470000D 0 1 0	
									Code 210000D 0 1 0	
15. TOTAL					0 2 0					
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 040624		I. APPROVED BY DRRB Chairperson					
					J. DATE 040806					

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: FNCL

D. SYSTEM/ITEM **Engineering Support Services** E. CONTRACT/PR NO. F. CONTRACTOR

1. DATA ITEM NO. **A006** 2. TITLE OF DATA ITEM **FUNDS AND MAN-HOUR EXPENDITURE REPORT** 3. SUBTITLE **Task Order & Contract Summary Report**

4. AUTHORITY (Data Acquisition Document No.) **DI-FNCL-80331** 5. CONTRACT REFERENCE **SOW Para 4.1.4** 6. REQUIRING OFFICE **NAVAIRWD CODE 470000D**

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 45 DAC	14. DISTRIBUTION	
8. APP CODE N/A	16	11. AS OF DATE EOM	13. DATE OF SUBSEQUENT SUBMISSION EOM + 5	a. ADDRESSEE	b. COPIES
				Draft	Final
				Reg	Repro
				Code 470000D	0 1 0
				Code 210000D	0 1 0

Block 16 Remarks

Block 4: May be in Contractor format as long as DID is used for guidance.

Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAVAIR WD Code 470000D, 1 Administration Circle, China Lake Ca 93555-6100.

Block 13: Subsequent reports shall be submitted 2 WDA EOW. A cumulative Expense Status Report reflecting all expenditures for fiscal year shall be submitted in addition to weekly submittal 5 DA end of each Government fiscal year.

Block 14: Shall be delivered in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.

15. TOTAL **0 2 0**

G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100	H. DATE 040624	I. APPROVED BY DRRB Chairperson	J. DATE 040806
--	--------------------------	---	--------------------------

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>					Form Approved OMB No. 0704-0188					
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.										
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER: MISC							
D. SYSTEM/ITEM Engineering Support Services			E. CONTRACT/PR NO.		F. CONTRACTOR					
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM TECHNICAL REPORT STUDY/SERVICES			3. SUBTITLE Contract Data Product Summary						
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW Para 4.1.5			6. REQUIRING OFFICE NAVAIRWD CODE 470000D					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	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					
<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 B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAVAIR WD Code 470000D, 1 Administration Circle, China Lake Ca 93555-6100.</p> <p>Blocks 12 & 13: Shall be submitted 15 DA completion of each Government fiscal year.</p> <p>Block 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. NAWCWD Contracting/Ordering Officer and COR (see basic contract) shall be advised of Report availability via Email message.</p>					b. COPIES					
							Final			
							Draft			
							Reg		Repro	
							0		1	
							0		0	
15. TOTAL					0	2	0			
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 040624	I. APPROVED BY DRRB Chairperson		J. DATE 040806				

ATTACHMENT 1

EMPLOYEE QUALIFICATIONS
(GENERIC LEVELING CRITERIA)
for

ENGINEERING SUPPORT SERVICES
(ESS)

11 April 2005

The following work process is to be used to assign “points” for 10 criteria followed by a chart which takes the point totals determined and converts to an overall work level for the job (based upon Government Office of Personnel Management criteria to rank federal Civil Service jobs). There are 16 work levels (15 General Schedule (GS) levels, plus Senior Executive Service (SES)). Once the work level has been identified for the job, the appropriate contract labor category and level can be selected. The equivalent “Demo Program” labor category (used by the NAWCWD) and the current direct labor rates (China Lake and Point Mugu) for an equivalent Civil Service position are provided for comparative reference.

Below are the 10 criteria for generic leveling of occupations. The description of each level within a criteria is followed in parentheses by the point value assigned that level.

Description	Point Value (PV)
1. Knowledge: Measures the nature and extent of information or facts that the workers must understand to do acceptable work.	
a. Skills to perform simple, repetitive tasks, or operate simple tools or equipment, requiring little or no previous training or experience.	(50)
b. Basic knowledge of commonly used procedures, tools, or equipment, requiring some previous training.	(200)
c. Knowledge of standard rules, procedures, tools, or equipment, requiring considerable training or experience.	(350)
d. Knowledge of extensive rules in a generic field to perform a wide variety of interrelated or nonstandard procedures.	(550)
or	
Practical knowledge of standard procedures and operations in a technical field, requiring extended training or experience.	(550)
or	
Comprehensive knowledge of a blue-collar skill, usually acquired through a formal apprenticeship or equivalent training and experience.	(550)
e. Knowledge of specialized, complicated techniques, acquired through a pertinent baccalaureate program, or equivalent experience and training.	(750)
or	
Practical knowledge of standard technical procedures and methods to carry out limited projects involving specialized complicated techniques.	(750)
or	
Advanced knowledge of blue-collar skill to solve unusually complex problems.	(750)
f. Practical knowledge of a wide range of professional or administrative methods, principles, and practices, gained through job experience or relevant graduate study.	(950)
or	
Practical knowledge of a wide range of technical methods similar to a narrow area of a professional field and skill in applying this knowledge to difficult, but well-documented projects.	(950)
g. Knowledge of a wide range of concepts, principles, and practices gained through extended graduate study or professional or administrative experience.	(1250)
or	
Comprehensive knowledge of a technical field and skill in applying this knowledge to the development of new methods, approaches, or procedures.	(1250)
h. Mastery of a professional or administrative field to apply experimental theories or new developments to the job.	(1550)
i. Mastery of a professional field to generate and develop new hypotheses and theories.	(1850)

Description	Point Value (PV)
2. Supervisory Duties: Describes the level of supervisory responsibility for a position.	
a. No supervisory responsibility.	(0)
b. Group leader -- a non-supervisory position that sets the pace of work for the group and shows other workers in the group how to perform assigned tasks. Can also be called team leader, or lead worker.	(251)
c. First line supervisor -- directs staff through face-to-face meetings. Organizational structure is not complex and internal and administrative procedures are simple and informal.	(502)
d. Second line supervisor -- directs staff through intermediate supervisors. Internal procedures and administrative controls are formal. Organizational structure is complex and is divided into subordinate groups that may differ from each other as to subject matter and function. (This function would not normally be considered a "direct function")	(1003)
e. Third line supervisor -- directs two or more subordinate supervisory levels with several subdivisions at each level. Programs are usually interlocked on a direct and continuing basis with other organizational segments, requiring constant attention to extensive formal coordination, clearances, and procedural controls. (This function would not normally be considered a "direct function")	(1504)

Description	Point Value (PV)
3. Supervisory Controls: Covers the nature and extent of direct or indirect controls exercised by the supervisor of the position, the responsibility of the position, and the review of the completed work of the position.	
a. Supervisor makes specific assignments, the employee works as instructed, and the work is closely controlled.	(25)
b. Employee is expected to handle ongoing assignments using own initiative, refers deviations to supervisor, as difficulty of work increases so does review.	(125)
c. Supervisor provides objectives, priorities, and deadlines, employee plans and carries out steps in accordance with instructions, and completed work is reviewed for conformity to policy.	(275)
d. Supervisor establishes overall objectives, employee and supervisor develop deadlines. Employee is responsible for planning and carrying out assignment, completed work is reviewed in terms of meeting requirements.	(450)
e. Supervisor broadly defines mission, and the employee is responsible for all aspects of planning. Work results are normally accepted as technically authoritative and reviewed in terms of fulfillment of program objectives.	(650)

Description	Point Value (PV)
4. Guidelines: Covers the nature of guidelines and the judgment needed to apply them.	
a. Guidelines are specific and detailed, employee is expected to strictly adhere to them.	(25)
b. Established procedures have been selected, with a number of specific guidelines available, employee uses judgment in selecting most appropriate guideline, or refers to the supervisor where guidelines do not exist.	(125)
c. Guidelines are available but not always applicable, employee uses judgment in interpreting and adapting guidelines. Employee analyzes results and recommends changes.	(275)
d. Administrative policies, which are stated in general terms, are available, but guidelines are scarce. Employee uses initiative in deviating from traditional methods in order to develop new methods.	(450)
e. Guidelines are broadly stated and nonspecific. The employee is recognized as a technical authority in the development and interpretation of guidelines.	(650)

Description	Point Value (PV)
5. Complexity: Covers the variety of tasks, identifying what needs to be done, and the difficulty involved in performing the work.	
a. Tasks are clear-cut, with little or no choice in determining what needs to be done, and are quickly mastered.	(25)
b. Tasks involve related steps, requiring the employee to recognize and choose among a few recognizable situations based on a factual nature.	(75)
c. Tasks involve different and unrelated methods, requiring the employee to select from many alternatives involving conditions that must be identified and analyzed to discern interrelationships.	(150)
d. Tasks involve many different and unrelated methods, requiring employee to assess variations in approach and make many decisions concerning the interpretation of data, planning of the work, and refining techniques to be used.	(225)
e. Tasks involve many different and unrelated methods applied to a broad range of activities typically in an administrative or professional field. Decision-making involves major areas of uncertainty in approach, requiring originating new techniques.	(325)
f. Tasks involve broad functions and processes of an administrative or professional field. Decision-making involves largely undefined issues and elements requiring continuing efforts to establish concepts or to resolve unyielding problems.	(450)

Description	Point Value (PV)
6. Scope and Effect: Covers the nature of the work and the effect the work produces within and outside the organization.	
a. Performs specific routine operations that have little effect beyond the immediate organization.	(25)
b. Performs specific procedures comprising a complete segment of an assignment that affects further processes.	(75)
c. Resolves a variety of conventional problems following established criteria that affect the operation of the program.	(150)
d. Establishes criteria, formulates projects, and analyzes a variety of unusual conditions that affects a wide range of establishment activities or the operation of other establishments.	(225)
e. Defines unknown conditions, resolves critical problems, or develops new theories that affect the works of other experts or the development of major program aspects.	(325)
f. Plans, develops, and carries out vital administrative or scientific programs that are essential to the mission of the establishment.	(450)

Description	Point Value (PV)
7. Personal Contacts: Covers contacts with persons not in the supervisory chain. Levels are based on what is required to make the initial contact, the difficulty of communicating with those contacted, and the setting in which the contacts take place.	
a. Contacts are with employees within the immediate organization, and/or with the general public in highly structured situations.	(10)
b. Contacts are with employees in the same establishment but outside the immediate organization, and/or with the general public in moderately structured settings.	(25)
c. Contacts are with individuals or groups from outside the establishment in a moderately unstructured setting. Contacts are not established on a routine basis, each contact is different, and the roles and of each party are established during the contact.	(60)
d. Personal contacts are with high-ranking officials from outside the establishment at national or international levels in highly unstructured settings.	(110)

Description	Point Value (PV)
8. Purpose of Contacts: Measures the range of personal contacts from factual exchanges of information to situations involving significant or controversial issues and differing view points, goals, or objectives. The purpose is to:	
a. Obtain, clarify, or give facts or information ranging from the easily understood to the highly technical.	(20)
b. Plan, coordinate, or advise on work efforts, or to resolve operating problems by influencing or motivating individuals or groups who are working toward mutual goals and who have cooperative attitudes.	(50)
c. Influence, motivate, interrogate, or control persons or groups. The persons contacted may be fearful, skeptical, uncooperative, or dangerous. Therefore, the employee must be skillful in approaching the individual or group in order to obtain the desired effect.	(120)
d. Justify, defend, negotiate, or settle matters involving significant or controversial issues. The persons contacted typically have diverse viewpoints, goals, or objectives requiring the employee to achieve a common understanding of the problem and a satisfactory solution by convincing them, arriving at a compromise, or developing suitable alternatives.	(220)

Description	Point Value (PV)
9. Physical Demands: Covers the physical characteristics and abilities placed on the employee by the work assignment.	
a. The work is sedentary.	(5)
b. The work requires some physical exertion.	(20)
c. The work requires considerable and strenuous physical exertion.	(50)

Description	Point Value (PV)
10. Work Environment: Considers the risks and discomforts in the employee's physical surroundings, or the nature of the work assigned and the safety regulations required.	
a. The work involves everyday risks or discomforts that require normal safety precautions.	(5)
b. The work involves moderate risks or discomforts that require special safety precautions.	(20)
c. The work involves high risk with exposure to dangerous situations or unusual environmental stress.	(50)

WORK LEVEL

	FACTOR	POINTS
1.	Knowledge	
2.	Supervisory Duties	
3.	Supervisory Controls	
4.	Guidelines	
5.	Complexity	
6.	Scope and Effect	
7.	Personal Contacts	
8.	Purpose of Contacts	
9.	Physical Demands	
10.	Work Environment	
	Total Points	
	GS Equivalent (see below)	

RANGE OF GENERIC POINTS FOR "GS EQUIVALENCY"

GS EQUIVALENT	Low	High
1	190	254
2	255	454
3	455	654
4	655	854
5	855	1104
6	1105	1354
7	1355	1604
8	1605	1854
9	1855	2104
10	2105	2354
11	2355	2754
12	2755	3154
13	3155	3604
14	3605	4054
15	4055	4354
16 / SES	4355	and up

CONVERSION TABLE FOR EMPLOYEE QUALIFICATIONS

CONTRACT LABOR CATEGORY	GS EQUIVALENT	DEMO PROGRAM EQUIVALENT	POINTS RANGE
TECHNICAL STAFF			
STS-VI	16+/SES	DP-5/SES	4355 and higher
STS-V	14/15	DP-4	3605 - 4354
STS-IV	13	DP-3	3155 - 3604
TS-III	12	DP-3	2755 - 3154
TS-II	11	DP-2	2355 - 2754
TS-I	10 OR BELOW	DP-2	190 - 2354

SPECIALIST			
SST-V	13	DP-3	3155 - 3604
SST-IV	11/12	DS-3	2355 - 3154
ST-III	9/10	DS-2	1855 - 2354
ST-II	7/8	DS-1	1355 - 1854

SUPPORT STAFF			
SSS-V	8/9	DG-4	1605 - 2104
SSS-IV	6/7	DG-3	1105 - 1604
SS-III	5/6	DG-2	855 - 1354
SS-II	4/5	DG-1	655 - 1104

DEMO PROGRAM ACRONYMS:

SES Senior Executive Service
 DP Demo Professional
 DT Demo Technician
 DS Demo Specialist
 DA Demo Administrator
 DG Demo General

MEAN HOURLY RATES FOR FEDERAL EQUIVALENT POSITIONS
 BASED ON CALENDAR YEAR 2005 RATES

LABOR CATEGORY	FEDERAL EQUIVALENTS		MEAN HOURLY FEDERAL RATES	
	GS	DEMO	Pt. Mugu	China Lake
TECHNICAL STAFF				
STS-VI	16+/SES	DP-5/SES	\$66.51	\$64.00
STS-V	14/15	DP-4	\$55.66	\$51.11
STS-IV	13	DP-3	\$39.86	\$36.60
TS-III	12	DP-3	\$39.86	\$36.60
TS-II	11	DP-2	\$27.95	\$26.36
TS-I	9 OR BELOW	DP-2	\$27.95	\$26.36

SPECIALIST/TECHNICIAN				
SST-V	13	DP-3	\$39.86	\$36.60
SST-IV	11/12	DS/DT-3	\$33.41	\$30.68
ST-III	9/10	DS/DT-2	\$26.27	\$24.12
ST-II	7/8	DS/DT-1	\$19.83	\$18.21

SUPPORT STAFF				
SSS-V	8/9	DG-4	\$23.82	\$21.87
SSS-IV	6/7	DG-3	\$19.42	\$17.84
SS-III	5/6	DG-2	\$17.46	\$16.03
SS-II	4/5	DG-1	\$15.64	\$14.36

NOTE: DO NOT USE THESE RATES IN COST PROPOSAL

4-2044 CA, BAKERSFIELD

AGE DETERMINATION NO: 94-2044 REV (21) AREA: CA, BAKERSFIELD

HEALTH AND WELFARE LEVEL - TOTAL BENEFIT **OTHER WELFARE LEVEL WD:94-2043

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT by direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
---	--	--

William W. Gross Director		Division of Wage Determinations
		Wage Determination No.: 1994-2044 Revision No.: 21 Date Of Revision: 05/17/2005

State: California

Area: California County of Kern

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
1000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.69
01012 - Accounting Clerk II	13.85
01013 - Accounting Clerk III	15.54
01014 - Accounting Clerk IV	18.50
01030 - Court Reporter	22.67
01050 - Dispatcher, Motor Vehicle	16.05
01060 - Document Preparation Clerk	13.41
01070 - Messenger (Courier)	10.04
01090 - Duplicating Machine Operator	13.41
01110 - Film/Tape Librarian	13.33
01115 - General Clerk I	10.51
01116 - General Clerk II	11.81
01117 - General Clerk III	14.75
01118 - General Clerk IV	16.57
01120 - Housing Referral Assistant	17.07
01131 - Key Entry Operator I	12.39
01132 - Key Entry Operator II	14.48
01191 - Order Clerk I	12.46
01192 - Order Clerk II	12.99
01261 - Personnel Assistant (Employment) I	12.12
01262 - Personnel Assistant (Employment) II	13.61
01263 - Personnel Assistant (Employment) III	16.82
01264 - Personnel Assistant (Employment) IV	17.98
01270 - Production Control Clerk	19.42
01290 - Rental Clerk	12.27
01300 - Scheduler, Maintenance	13.44
01311 - Secretary I	13.44
01312 - Secretary II	15.74
01313 - Secretary III	17.07
01314 - Secretary IV	21.14
01315 - Secretary V	23.48
01320 - Service Order Dispatcher	15.21
01341 - Stenographer I	15.85
01342 - Stenographer II	18.37
01400 - Supply Technician	21.14

01420 - Survey Worker (Interviewer)	15.31
01460 - Switchboard Operator-Receptionist	10.63
01510 - Test Examiner	16.40
01520 - Test Proctor	16.40
01531 - Travel Clerk I	10.84
01532 - Travel Clerk II	11.40
01533 - Travel Clerk III	12.35
01611 - Word Processor I	12.22
01612 - Word Processor II	15.16
01613 - Word Processor III	17.03
3000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.82
03041 - Computer Operator I	14.82
03042 - Computer Operator II	17.11
03043 - Computer Operator III	20.65
03044 - Computer Operator IV	23.10
03045 - Computer Operator V	25.67
03071 - Computer Programmer I (1)	20.80
03072 - Computer Programmer II (1)	25.28
03073 - Computer Programmer III (1)	28.93
03074 - Computer Programmer IV (1)	27.62
03101 - Computer Systems Analyst I (1)	21.78
03102 - Computer Systems Analyst II (1)	27.62
03103 - Computer Systems Analyst III (1)	27.62
03160 - Peripheral Equipment Operator	14.82
5000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	17.23
05010 - Automotive Glass Installer	15.90
05040 - Automotive Worker	15.90
05070 - Electrician, Automotive	16.55
05100 - Mobile Equipment Servicer	14.36
05130 - Motor Equipment Metal Mechanic	17.23
05160 - Motor Equipment Metal Worker	15.90
05190 - Motor Vehicle Mechanic	17.23
05220 - Motor Vehicle Mechanic Helper	13.30
05250 - Motor Vehicle Upholstery Worker	15.42
05280 - Motor Vehicle Wrecker	15.90
05310 - Painter, Automotive	16.54
05340 - Radiator Repair Specialist	15.90
05370 - Tire Repairer	13.87
05400 - Transmission Repair Specialist	17.23
7000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.28
07010 - Baker	13.65
07041 - Cook I	11.73
07042 - Cook II	13.00
07070 - Dishwasher	9.15
07130 - Meat Cutter	13.45
07250 - Waiter/Waitress	8.77
9000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	16.54
09040 - Furniture Handler	12.87
09070 - Furniture Refinisher	16.54
09100 - Furniture Refinisher Helper	13.30
09110 - Furniture Repairer, Minor	15.21
09130 - Upholsterer	16.54
1030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	8.38
11060 - Elevator Operator	10.42
11090 - Gardener	12.05
11121 - House Keeping Aid I	7.96
11122 - House Keeping Aid II	9.82
11150 - Janitor	10.48

11210 - Laborer, Grounds Maintenance	11.55
11240 - Maid or Houseman	7.74
11270 - Pest Controller	12.64
11300 - Refuse Collector	14.73
11330 - Tractor Operator	13.70
11360 - Window Cleaner	11.56
2000 - Health Occupations	
12020 - Dental Assistant	13.51
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	14.96
12071 - Licensed Practical Nurse I	14.55
12072 - Licensed Practical Nurse II	16.35
12073 - Licensed Practical Nurse III	18.29
12100 - Medical Assistant	11.99
12130 - Medical Laboratory Technician	13.85
12160 - Medical Record Clerk	10.89
12190 - Medical Record Technician	13.12
12221 - Nursing Assistant I	8.76
12222 - Nursing Assistant II	9.84
12223 - Nursing Assistant III	10.73
12224 - Nursing Assistant IV	12.07
12250 - Pharmacy Technician	15.07
12280 - Phlebotomist	15.00
12311 - Registered Nurse I	20.49
12312 - Registered Nurse II	25.08
12313 - Registered Nurse II, Specialist	25.08
12314 - Registered Nurse III	30.34
12315 - Registered Nurse III, Anesthetist	30.34
12316 - Registered Nurse IV	36.08
3000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	21.80
13011 - Exhibits Specialist I	18.32
13012 - Exhibits Specialist II	21.80
13013 - Exhibits Specialist III	26.95
13041 - Illustrator I	17.68
13042 - Illustrator II	21.80
13043 - Illustrator III	26.65
13047 - Librarian	24.15
13050 - Library Technician	14.29
13071 - Photographer I	12.90
13072 - Photographer II	15.38
13073 - Photographer III	18.66
13074 - Photographer IV	22.83
13075 - Photographer V	28.08
5000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.11
15030 - Counter Attendant	8.11
15040 - Dry Cleaner	9.78
15070 - Finisher, Flatwork, Machine	8.11
15090 - Presser, Hand	8.11
15100 - Presser, Machine, Drycleaning	8.11
15130 - Presser, Machine, Shirts	8.11
15160 - Presser, Machine, Wearing Apparel, Laundry	8.11
15190 - Sewing Machine Operator	10.33
15220 - Tailor	10.88
15250 - Washer, Machine	8.67
9000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	19.83
19040 - Tool and Die Maker	24.37
1000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	19.30
21020 - Material Coordinator	18.59
21030 - Material Expediter	18.59
21040 - Material Handling Laborer	10.54

21050 - Order Filler	12.17
21071 - Forklift Operator	11.77
21080 - Production Line Worker (Food Processing)	12.32
21100 - Shipping/Receiving Clerk	12.52
21130 - Shipping Packer	12.52
21140 - Store Worker I	9.71
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	12.74
21210 - Tools and Parts Attendant	12.30
21400 - Warehouse Specialist	12.30
3000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	23.60
23040 - Aircraft Mechanic Helper	18.54
23050 - Aircraft Quality Control Inspector	25.02
23060 - Aircraft Servicer	21.22
23070 - Aircraft Worker	22.16
23100 - Appliance Mechanic	19.14
23120 - Bicycle Repairer	13.87
23125 - Cable Splicer	21.80
23130 - Carpenter, Maintenance	18.10
23140 - Carpet Layer	16.85
23160 - Electrician, Maintenance	20.33
23181 - Electronics Technician, Maintenance I	18.98
23182 - Electronics Technician, Maintenance II	20.99
23183 - Electronics Technician, Maintenance III	22.65
23260 - Fabric Worker	17.59
23290 - Fire Alarm System Mechanic	20.94
23310 - Fire Extinguisher Repairer	16.46
23340 - Fuel Distribution System Mechanic	22.51
23370 - General Maintenance Worker	17.02
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.89
23430 - Heavy Equipment Mechanic	19.67
23440 - Heavy Equipment Operator	22.11
23460 - Instrument Mechanic	21.22
23470 - Laborer	11.28
23500 - Locksmith	17.97
23530 - Machinery Maintenance Mechanic	22.36
23550 - Machinist, Maintenance	18.42
23580 - Maintenance Trades Helper	13.30
23640 - Millwright	20.57
23700 - Office Appliance Repairer	19.84
23740 - Painter, Aircraft	16.54
23760 - Painter, Maintenance	16.54
23790 - Pipefitter, Maintenance	18.11
23800 - Plumber, Maintenance	17.39
23820 - Pneudraulic Systems Mechanic	20.94
23850 - Rigger	22.39
23870 - Scale Mechanic	18.72
23890 - Sheet-Metal Worker, Maintenance	19.46
23910 - Small Engine Mechanic	16.93
23930 - Telecommunication Mechanic I	22.00
23931 - Telecommunication Mechanic II	23.96
23950 - Telephone Lineman	22.00
23960 - Welder, Combination, Maintenance	17.87
23965 - Well Driller	20.94
23970 - Woodcraft Worker	20.94
23980 - Woodworker	15.44
4000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.21
24580 - Child Care Center Clerk	14.31
24600 - Chore Aid	8.56
24630 - Homemaker	15.31
5000 - Plant and System Operation Occupations	
25010 - Boiler Tender	23.97

25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	25.88
25190 - Ventilation Equipment Tender	16.93
25210 - Water Treatment Plant Operator	20.85
7000 - Protective Service Occupations	
(not set) - Police Officer	27.66
27004 - Alarm Monitor	13.91
27006 - Corrections Officer	25.44
27010 - Court Security Officer	26.42
27040 - Detention Officer	25.44
27070 - Firefighter	26.42
27101 - Guard I	10.53
27102 - Guard II	11.50
8000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	18.28
28020 - Hatch Tender	18.28
28030 - Line Handler	18.28
28040 - Stevedore I	15.49
28050 - Stevedore II	19.37
9000 - Technical Occupations	
21150 - Graphic Artist	16.07
29010 - Air Traffic Control Specialist, Center (2)	31.49
29011 - Air Traffic Control Specialist, Station (2)	21.71
29012 - Air Traffic Control Specialist, Terminal (2)	23.92
29023 - Archeological Technician I	14.85
29024 - Archeological Technician II	16.61
29025 - Archeological Technician III	20.56
29030 - Cartographic Technician	27.00
29035 - Computer Based Training (CBT) Specialist/ Instructor	21.78
29040 - Civil Engineering Technician	24.59
29061 - Drafter I	14.51
29062 - Drafter II	17.30
29063 - Drafter III	24.04
29064 - Drafter IV	24.84
29081 - Engineering Technician I	12.46
29082 - Engineering Technician II	14.87
29083 - Engineering Technician III	18.79
29084 - Engineering Technician IV	21.88
29085 - Engineering Technician V	28.14
29086 - Engineering Technician VI	32.37
29090 - Environmental Technician	20.12
29100 - Flight Simulator/Instructor (Pilot)	30.38
29160 - Instructor	20.05
29210 - Laboratory Technician	18.87
29240 - Mathematical Technician	24.06
29361 - Paralegal/Legal Assistant I	15.78
29362 - Paralegal/Legal Assistant II	20.06
29363 - Paralegal/Legal Assistant III	24.54
29364 - Paralegal/Legal Assistant IV	29.68
29390 - Photooptics Technician	24.84
29480 - Technical Writer	30.28
29491 - Unexploded Ordnance (UXO) Technician I	20.02
29492 - Unexploded Ordnance (UXO) Technician II	24.22
29493 - Unexploded Ordnance (UXO) Technician III	29.03
29494 - Unexploded (UXO) Safety Escort	20.02
29495 - Unexploded (UXO) Sweep Personnel	20.02
29620 - Weather Observer, Senior (3)	18.94
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	17.04
29622 - Weather Observer, Upper Air (3)	16.83
1000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	13.77
31260 - Parking and Lot Attendant	8.95
31290 - Shuttle Bus Driver	12.32

31300 - Taxi Driver	10.59
31361 - Truckdriver, Light Truck	12.24
31362 - Truckdriver, Medium Truck	16.19
31363 - Truckdriver, Heavy Truck	16.96
31364 - Truckdriver, Tractor-Trailer	16.96
9000 - Miscellaneous Occupations	
99020 - Animal Caretaker	9.15
99030 - Cashier	9.77
99041 - Carnival Equipment Operator	13.24
99042 - Carnival Equipment Repairer	14.27
99043 - Carnival Worker	8.73
99050 - Desk Clerk	8.44
99095 - Embalmer	20.02
99300 - Lifeguard	10.52
99310 - Mortician	19.68
99350 - Park Attendant (Aide)	13.21
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	10.52
99500 - Recreation Specialist	12.32
99510 - Recycling Worker	18.65
99610 - Sales Clerk	10.72
99620 - School Crossing Guard (Crosswalk Attendant)	8.77
99630 - Sport Official	10.52
99658 - Survey Party Chief (Chief of Party)	19.32
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	17.56
99660 - Surveying Aide	12.82
99690 - Swimming Pool Operator	13.99
99720 - Vending Machine Attendant	12.05
99730 - Vending Machine Repairer	15.09
99740 - Vending Machine Repairer Helper	12.98

LL 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 basis of all hours worked by service employees employed 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):

) 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)

) 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

he rate of basic pay.

) 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

s "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 wages 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 444 (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 unlisted classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conformance 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:

) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).

) 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.

) 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).

) 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.

) The contracting officer transmits the Wage and Hour decision to the contractor.

) 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.

4-2072 CA, VENTURA

AGE DETERMINATION NO: 94-2072 REV (19) AREA: CA, VENTURA

EALTH AND WELFARE LEVEL - TOTAL BENEFIT **OTHER WELFARE LEVEL WD:94-2071

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT y direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
--	--	--

William W. Gross Director		Wage Determination No.: 1994-2072 Revision No.: 19 Date Of Revision: 05/17/2005
Division of Wage Determinations		

State: California

Area: California County of Ventura

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
1000 - Administrative Support and Clerical Occupations	
01011 - Accounting Clerk I	12.10
01012 - Accounting Clerk II	13.35
01013 - Accounting Clerk III	14.99
01014 - Accounting Clerk IV	16.80
01030 - Court Reporter	17.03
01050 - Dispatcher, Motor Vehicle	20.37
01060 - Document Preparation Clerk	13.50
01070 - Messenger (Courier)	9.65
01090 - Duplicating Machine Operator	12.82
01110 - Film/Tape Librarian	15.83
01115 - General Clerk I	9.67
01116 - General Clerk II	10.86
01117 - General Clerk III	14.11
01118 - General Clerk IV	15.15
01120 - Housing Referral Assistant	20.12
01131 - Key Entry Operator I	11.99
01132 - Key Entry Operator II	13.09
01191 - Order Clerk I	14.12
01192 - Order Clerk II	15.40
01261 - Personnel Assistant (Employment) I	13.04
01262 - Personnel Assistant (Employment) II	14.95
01263 - Personnel Assistant (Employment) III	17.57
01264 - Personnel Assistant (Employment) IV	19.75
01270 - Production Control Clerk	19.06
01290 - Rental Clerk	14.95
01300 - Scheduler, Maintenance	15.77
01311 - Secretary I	15.77
01312 - Secretary II	18.40
01313 - Secretary III	20.24
01314 - Secretary IV	22.59
01315 - Secretary V	25.03
01320 - Service Order Dispatcher	16.19
01341 - Stenographer I	13.52
01342 - Stenographer II	15.18
01400 - Supply Technician	22.59

01420 - Survey Worker (Interviewer)	16.80
01460 - Switchboard Operator-Receptionist	14.51
01510 - Test Examiner	18.40
01520 - Test Proctor	18.40
01531 - Travel Clerk I	11.11
01532 - Travel Clerk II	11.88
01533 - Travel Clerk III	12.52
01611 - Word Processor I	14.57
01612 - Word Processor II	16.35
01613 - Word Processor III	18.29
3000 - Automatic Data Processing Occupations	
03010 - Computer Data Librarian	14.94
03041 - Computer Operator I	14.94
03042 - Computer Operator II	17.10
03043 - Computer Operator III	19.06
03044 - Computer Operator IV	21.19
03045 - Computer Operator V	23.16
03071 - Computer Programmer I (1)	18.29
03072 - Computer Programmer II (1)	23.91
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	14.94
5000 - Automotive Service Occupations	
05005 - Automotive Body Repairer, Fiberglass	21.08
05010 - Automotive Glass Installer	20.26
05040 - Automotive Worker	20.26
05070 - Electrician, Automotive	20.50
05100 - Mobile Equipment Servicer	18.29
05130 - Motor Equipment Metal Mechanic	21.97
05160 - Motor Equipment Metal Worker	20.26
05190 - Motor Vehicle Mechanic	21.08
05220 - Motor Vehicle Mechanic Helper	16.97
05250 - Motor Vehicle Upholstery Worker	19.40
05280 - Motor Vehicle Wrecker	20.26
05310 - Painter, Automotive	21.08
05340 - Radiator Repair Specialist	19.90
05370 - Tire Repairer	14.54
05400 - Transmission Repair Specialist	21.08
7000 - Food Preparation and Service Occupations	
(not set) - Food Service Worker	9.78
07010 - Baker	15.40
07041 - Cook I	14.48
07042 - Cook II	15.40
07070 - Dishwasher	9.78
07130 - Meat Cutter	15.74
07250 - Waiter/Waitress	10.83
9000 - Furniture Maintenance and Repair Occupations	
09010 - Electrostatic Spray Painter	18.45
09040 - Furniture Handler	11.72
09070 - Furniture Refinisher	17.35
09100 - Furniture Refinisher Helper	13.96
09110 - Furniture Repairer, Minor	16.18
09130 - Upholsterer	17.35
1030 - General Services and Support Occupations	
11030 - Cleaner, Vehicles	10.76
11060 - Elevator Operator	11.25
11090 - Gardener	15.99
11121 - House Keeping Aid I	8.97
11122 - House Keeping Aid II	9.96
11150 - Janitor	10.96

11210 - Laborer, Grounds Maintenance	12.46
11240 - Maid or Houseman	8.97
11270 - Pest Controller	15.00
11300 - Refuse Collector	14.99
11330 - Tractor Operator	16.32
11360 - Window Cleaner	12.35
2000 - Health Occupations	
12020 - Dental Assistant	14.69
12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	16.82
12071 - Licensed Practical Nurse I	14.63
12072 - Licensed Practical Nurse II	16.43
12073 - Licensed Practical Nurse III	18.37
12100 - Medical Assistant	13.47
12130 - Medical Laboratory Technician	14.88
12160 - Medical Record Clerk	14.70
12190 - Medical Record Technician	16.37
12221 - Nursing Assistant I	8.86
12222 - Nursing Assistant II	9.96
12223 - Nursing Assistant III	10.41
12224 - Nursing Assistant IV	12.43
12250 - Pharmacy Technician	14.88
12280 - Phlebotomist	14.19
12311 - Registered Nurse I	25.60
12312 - Registered Nurse II	31.34
12313 - Registered Nurse II, Specialist	31.34
12314 - Registered Nurse III	37.90
12315 - Registered Nurse III, Anesthetist	37.90
12316 - Registered Nurse IV	46.04
3000 - Information and Arts Occupations	
13002 - Audiovisual Librarian	16.35
13011 - Exhibits Specialist I	19.81
13012 - Exhibits Specialist II	24.55
13013 - Exhibits Specialist III	31.58
13041 - Illustrator I	18.90
13042 - Illustrator II	23.40
13043 - Illustrator III	31.94
13047 - Librarian	27.18
13050 - Library Technician	15.87
13071 - Photographer I	16.73
13072 - Photographer II	20.70
13073 - Photographer III	26.61
13074 - Photographer IV	33.44
13075 - Photographer V	35.67
5000 - Laundry, Dry Cleaning, Pressing and Related Occupations	
15010 - Assembler	8.25
15030 - Counter Attendant	8.25
15040 - Dry Cleaner	9.89
15070 - Finisher, Flatwork, Machine	8.25
15090 - Presser, Hand	8.25
15100 - Presser, Machine, Drycleaning	8.25
15130 - Presser, Machine, Shirts	8.25
15160 - Presser, Machine, Wearing Apparel, Laundry	8.25
15190 - Sewing Machine Operator	10.46
15220 - Tailor	11.05
15250 - Washer, Machine	8.78
9000 - Machine Tool Operation and Repair Occupations	
19010 - Machine-Tool Operator (Toolroom)	17.43
19040 - Tool and Die Maker	20.36
1000 - Material Handling and Packing Occupations	
21010 - Fuel Distribution System Operator	17.21
21020 - Material Coordinator	17.35
21030 - Material Expediter	17.35
21040 - Material Handling Laborer	13.02

21050 - Order Filler	11.51
21071 - Forklift Operator	13.71
21080 - Production Line Worker (Food Processing)	13.71
21100 - Shipping/Receiving Clerk	12.89
21130 - Shipping Packer	12.89
21140 - Store Worker I	9.91
21150 - Stock Clerk (Shelf Stocker; Store Worker II)	14.15
21210 - Tools and Parts Attendant	13.89
21400 - Warehouse Specialist	13.89
3000 - Mechanics and Maintenance and Repair Occupations	
23010 - Aircraft Mechanic	20.71
23040 - Aircraft Mechanic Helper	14.51
23050 - Aircraft Quality Control Inspector	22.61
23060 - Aircraft Servicer	16.63
23070 - Aircraft Worker	17.37
23100 - Appliance Mechanic	19.36
23120 - Bicycle Repairer	14.54
23125 - Cable Splicer	22.86
23130 - Carpenter, Maintenance	22.40
23140 - Carpet Layer	17.33
23160 - Electrician, Maintenance	28.60
23181 - Electronics Technician, Maintenance I	21.32
23182 - Electronics Technician, Maintenance II	22.70
23183 - Electronics Technician, Maintenance III	25.87
23260 - Fabric Worker	16.18
23290 - Fire Alarm System Mechanic	19.60
23310 - Fire Extinguisher Repairer	15.70
23340 - Fuel Distribution System Mechanic	20.47
23370 - General Maintenance Worker	17.33
23400 - Heating, Refrigeration and Air Conditioning Mechanic	19.79
23430 - Heavy Equipment Mechanic	21.78
23440 - Heavy Equipment Operator	26.13
23460 - Instrument Mechanic	20.55
23470 - Laborer	13.40
23500 - Locksmith	18.45
23530 - Machinery Maintenance Mechanic	21.97
23550 - Machinist, Maintenance	23.08
23580 - Maintenance Trades Helper	13.96
23640 - Millwright	20.55
23700 - Office Appliance Repairer	20.30
23740 - Painter, Aircraft	20.55
23760 - Painter, Maintenance	18.45
23790 - Pipefitter, Maintenance	19.60
23800 - Plumber, Maintenance	18.45
23820 - Pneudraulic Systems Mechanic	20.55
23850 - Rigger	20.78
23870 - Scale Mechanic	18.18
23890 - Sheet-Metal Worker, Maintenance	21.78
23910 - Small Engine Mechanic	18.18
23930 - Telecommunication Mechanic I	20.55
23931 - Telecommunication Mechanic II	22.55
23950 - Telephone Lineman	19.85
23960 - Welder, Combination, Maintenance	19.60
23965 - Well Driller	20.86
23970 - Woodcraft Worker	20.55
23980 - Woodworker	15.05
4000 - Personal Needs Occupations	
24570 - Child Care Attendant	11.03
24580 - Child Care Center Clerk	15.84
24600 - Chore Aid	9.71
24630 - Homemaker	15.90
5000 - Plant and System Operation Occupations	
25010 - Boiler Tender	20.74

25040 - Sewage Plant Operator	25.70
25070 - Stationary Engineer	22.07
25190 - Ventilation Equipment Tender	15.36
25210 - Water Treatment Plant Operator	25.70
7000 - Protective Service Occupations	
(not set) - Police Officer	31.11
27004 - Alarm Monitor	18.72
27006 - Corrections Officer	22.34
27010 - Court Security Officer	24.53
27040 - Detention Officer	22.34
27070 - Firefighter	26.16
27101 - Guard I	10.34
27102 - Guard II	14.80
8000 - Stevedoring/Longshoremen Occupations	
28010 - Blocker and Bracer	19.76
28020 - Hatch Tender	18.18
28030 - Line Handler	18.18
28040 - Stevedore I	19.62
28050 - Stevedore II	22.33
9000 - Technical Occupations	
21150 - Graphic Artist	24.07
29010 - Air Traffic Control Specialist, Center (2)	34.29
29011 - Air Traffic Control Specialist, Station (2)	23.65
29012 - Air Traffic Control Specialist, Terminal (2)	26.04
29023 - Archeological Technician I	18.97
29024 - Archeological Technician II	21.21
29025 - Archeological Technician III	26.29
29030 - Cartographic Technician	26.29
29035 - Computer Based Training (CBT) Specialist/ Instructor	30.38
29040 - Civil Engineering Technician	28.51
29061 - Drafter I	16.70
29062 - Drafter II	18.97
29063 - Drafter III	21.21
29064 - Drafter IV	26.29
29081 - Engineering Technician I	15.16
29082 - Engineering Technician II	17.01
29083 - Engineering Technician III	19.03
29084 - Engineering Technician IV	23.57
29085 - Engineering Technician V	31.71
29086 - Engineering Technician VI	38.38
29090 - Environmental Technician	21.90
29100 - Flight Simulator/Instructor (Pilot)	36.76
29160 - Instructor	28.80
29210 - Laboratory Technician	19.41
29240 - Mathematical Technician	23.09
29361 - Paralegal/Legal Assistant I	18.99
29362 - Paralegal/Legal Assistant II	22.15
29363 - Paralegal/Legal Assistant III	27.08
29364 - Paralegal/Legal Assistant IV	32.78
29390 - Photooptics Technician	23.09
29480 - Technical Writer	31.48
29491 - Unexploded Ordnance (UXO) Technician I	21.79
29492 - Unexploded Ordnance (UXO) Technician II	26.37
29493 - Unexploded Ordnance (UXO) Technician III	31.61
29494 - Unexploded (UXO) Safety Escort	21.79
29495 - Unexploded (UXO) Sweep Personnel	21.79
29620 - Weather Observer, Senior (3)	20.69
29621 - Weather Observer, Combined Upper Air and Surface Programs (3)	18.63
29622 - Weather Observer, Upper Air (3)	18.63
1000 - Transportation/ Mobile Equipment Operation Occupations	
31030 - Bus Driver	15.43
31260 - Parking and Lot Attendant	9.82
31290 - Shuttle Bus Driver	13.95

31300 - Taxi Driver	10.70
31361 - Truckdriver, Light Truck	13.95
31362 - Truckdriver, Medium Truck	14.76
31363 - Truckdriver, Heavy Truck	18.66
31364 - Truckdriver, Tractor-Trailer	18.66
9000 - Miscellaneous Occupations	
99020 - Animal Caretaker	11.87
99030 - Cashier	12.13
99041 - Carnival Equipment Operator	13.59
99042 - Carnival Equipment Repairer	14.64
99043 - Carnival Worker	10.30
99050 - Desk Clerk	10.43
99095 - Embalmer	21.79
99300 - Lifeguard	11.45
99310 - Mortician	21.79
99350 - Park Attendant (Aide)	14.38
99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	12.75
99500 - Recreation Specialist	13.82
99510 - Recycling Worker	19.73
99610 - Sales Clerk	11.24
99620 - School Crossing Guard (Crosswalk Attendant)	9.78
99630 - Sport Official	11.45
99658 - Survey Party Chief (Chief of Party)	20.65
99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	16.80
99660 - Surveying Aide	12.25
99690 - Swimming Pool Operator	19.26
99720 - Vending Machine Attendant	16.14
99730 - Vending Machine Repairer	18.63
99740 - Vending Machine Repairer Helper	16.14

LL 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 basis of all hours worked by service employees employed 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):

) 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)

) 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

he rate of basic pay.

) 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 0% 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 his 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

s "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 wages 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 444 (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 unlisted classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conformance 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:

-) When preparing the bid, the contractor identifies the need for a conformed (occupation) and computes a proposed rate).
-) 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.
-) 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).
-) 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.

) The contracting officer transmits the Wage and Hour decision to the contractor.

) 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.

Past Performance Survey

PAST PERFORMANCE SURVEY COVER SHEET

Name of offeror survey is being completed for: _____



Name of company completing survey: _____

Contract Number: _____

Name, title and phone number of person completing survey: _____

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

SUBMIT PAST PERFORMANCE COVER SHEET AND SURVEY BY PROPOSAL DUE DATE

TO:

Jaime Rios BY FACIMILE AT (760) 939-5694

OR EMAIL TO: jaime.rios@navy.mil

PAST PERFORMANCE SURVEY RATING SHEET

RATING SCALE

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

EVALUATION CRITERIA

- Excellent -** The offeror’s performance was consistently superior. The contractual performance was accomplished with only minor problems for which corrective action taken by the contractor was highly effective.
- Good -** The offeror’s performance was better than average, and you would willingly do business with the offeror again. The contractual performance was accomplished with minor problems for which corrective actions taken by the contractor were effective.
- Unknown-** No record exists.
- Average -** The offeror’s performance met contract requirements. There were some minor problems and corrective actions taken by the contractor were satisfactory.
- Poor -** The offeror’s performance did not meet most contractual requirements. There were serious problems and the contractor’s corrective actions were ineffective.

NOTE: For statements indicating “Excellent” or “Poor”, please provide a brief explanation in the comments section of the survey.

CONTRACTOR PERFORMANCE EVALUATION SURVEY

POOR AVERAGE UNKNOWN GOOD EXCELLENT

a.) QUALITY OF PRODUCT OR SERVICE:

(1) The Contractor provided a product or service that conformed to contract requirements, specifications, and standards of good workmanship.

(2) The Contractor submitted accurate reports.

(3) The Contractor utilized personnel that were appropriate to the effort performed.

b.) COST CONTROL:

(1) The Contractor performed the effort within the estimated cost/price.

(2) The Contractor submitted accurate invoices on a timely basis.

(3) The Contractor demonstrated cost efficiencies in performing the required effort.

(4) The actual costs/rates realized closely reflected the negotiated costs/rates.

c.) SCHEDULE:

(1) The tasks required under this effort were performed in a timely manner and in accordance with the period of performance of the contract.

(2) The Contractor was responsive to technical and/or contractual direction.

POOR AVERAGE NEUTRAL GOOD EXCELLENT

d.) BUSINESS RELATIONSHIPS:

(1) The Contractor demonstrated effective management over the effort performed.

--	--	--	--	--

(2) The Contractor maintained an open line of communication so that the Contracting Officer's Representative (COR) and/or Technical Point of Contact (TPOC) were apprised of technical, cost, and schedule issues.

--	--	--	--	--

(3) The Contractor presented information and correspondence in a clear, concise, and businesslike manner.

--	--	--	--	--

(4) The Contractor promptly notified the COR, TPOC, and/or Contracting Officer in a timely manner regarding urgent issues.

--	--	--	--	--

(5) The Contractor cooperated with the Government in providing flexible, proactive, and effective recommended solutions to critical program issues.

--	--	--	--	--

(6) The Contractor made timely award to, and demonstrated effective management of, its subcontractors.

--	--	--	--	--

(7) The Contractor placed purchase orders and subcontracts for supplies and services using sound business judgment, comprehensive procedures, adequate cost or price analysis, and well-documented decisions

--	--	--	--	--

(8) The Contractor relied on their approved purchasing system for placing orders and subcontracts under the simplified acquisition threshold (\$100,000).

--	--	--	--	--

(9) The Contractor demonstrated an effective small/small disadvantaged business subcontracting program.

--	--	--	--	--

POOR AVERAGE NEUTRAL GOOD EXCELLENT

e.) CUSTOMER SATISFACTION:

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

f.) KEY PERSONNEL:

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

COMMENTS: