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## FOIA Electronic Reading Room

### Document Coversheet

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**Document Description**

CONTRACT: N68936-07-D-0002

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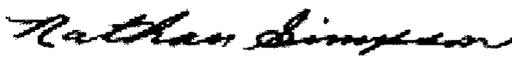
- This document has been released in its entirety.
- Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are indicated below.**
- Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy.
- Exemption (b)(2) Information excised is related solely to the internal rules and practices of the Agency.
- Exemption (b)(3) Information excised is specifically exempt from disclosure by an Executive Order or Statute. Specifically:
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- Exemption (b)(5) Information excised is internal advice, recommendations, or subjective evaluations pertaining to the decision-making process of the Agency.
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- Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions.
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Commander (Code K00000D FOIA)  
Naval Air Warfare Center Weapons Division  
1 Administration Circle Stop 1009  
China Lake, CA 93555-6100

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|   |                         |   |  |  |  |  |         |
|---|-------------------------|---|--|--|--|--|---------|
| <b>AWARD/CONTRACT</b>   |                         | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) |  |  | RATING<br>DO-C9  | PAGE OF PAGES<br>1   88                  |         |
| 2. CONTRACT (Proc. Inst. Ident.) NO.<br>N68936-07-D-0002  |                         | 3. EFFECTIVE DATE<br>12 Oct 2006                          |  | 4. REQUISITION/PURCHASE REQUEST/PROJECT NO.  |  |  |         |
| 5. ISSUED BY<br>CDR NAWCWD CODE 230000E<br>ATTN: N. LANDEROS<br>(805) 989-1880<br>575 "I" AVE SUITE 1, BLDG 65<br>POINT MUGU CA 93042-5049  |                         | CODE N68936   | 6. ADMINISTERED BY (If other than Item 5)<br>DCMA<br>LOS ANGELES<br>16111 PLUMMER STREET<br>BLDG 10, 2ND FLOOR<br>SEPULVEDA CA 91343 |  |  | CODE S0512A                              |         |
| 7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, country, state and zip code)<br>EVOLVING RESOURCES INC<br>MARCOS LIU<br>80 WOOD ROAD, SUITE 200<br>CAMARILLO CA 93010   |                         |   |  | 8. DELIVERY<br>[ ] FOB ORIGIN [ X ] OTHER (See below)  |  | 9. DISCOUNT FOR PROMPT PAYMENT           |         |
| CODE 01FJ2  |                         | FACILITY CODE   |  | 10. SUBMIT INVOICES<br>(4 copies unless otherwise specified)<br>TO THE ADDRESS<br>SHOWN IN:  |  | ITEM                                     |         |
| 11. SHIP TO/MARK FOR<br><br>See Schedule  |                         | CODE  | 12. PAYMENT WILL BE MADE BY<br>DFAS - COLUMBUS CENTER<br>WEST ENTITLEMENT OPERATIONS<br>PO BOX 182381<br>COLUMBUS OH 43218-2381      |  |  | CODE H00339                              |         |
| 13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:<br>[ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )   |                         |   |  | 14. ACCOUNTING AND APPROPRIATION DATA  |  |  |         |
| 15A. ITEM NO.   | 15B. SUPPLIES/ SERVICES |   | 15C. QUANTITY  | 15D. UNIT  | 15E. UNIT PRICE  | 15F. AMOUNT                              |         |
| <b>SEE SCHEDULE</b>   |                         |   |  |  |  |  |         |
| <b>15G. TOTAL AMOUNT OF CONTRACT</b>  |                         |   |  |  |  | <b>\$4,539,808.00</b>                    |         |
| 16. TABLE OF CONTENTS   |                         |   |  |  |  |  |         |
| (X)   | SEC.                    | DESCRIPTION   | PAGE(S)  | (X)  | SEC.   | DESCRIPTION                              | PAGE(S) |
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| X   | B                       | SUPPLIES OR SERVICES AND PRICES/ COSTS                    | 3 - 20   | <b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>  |  |  |         |
| X   | C                       | DESCRIPTION/ SPECS./ WORK STATEMENT                       | 21 - 22  | X  | J  | LIST OF ATTACHMENTS                      | 65      |
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| X   | H                       | SPECIAL CONTRACT REQUIREMENTS                             | 33 - 42  |  |  |  |         |
| <b>CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE</b>  |                         |   |  |  |  |  |         |
| 17. [ X ] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return copies to issuing office. Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) |                         |   |  | 18. [ ] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N68936-04-R-0023-0009 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. |  |  |         |
| 19A. NAME AND TITLE OF SIGNER (Type or print)   |                         |   |  | 20A. NAME AND TITLE OF CONTRACTING OFFICER<br>NATHAN J SIMPSON / PROCUREMENT CONTRACTING OFFICE<br>TEL: (805) 989-1303 EMAIL: nathan.simpson@navy.mil  |  |  |         |
| 19B. NAME OF CONTRACTOR   |                         | 19C. DATE SIGNED  |  | 20B. UNITED STATES OF AMERICA<br><br>BY <br>(Signature of Contracting Officer)   |  | 20C. DATE SIGNED<br>11-Oct-2006          |         |
| BY _____<br>(Signature of person authorized to sign)  |                         |   |  |  |  |  |         |

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

**FOR YOUR INFORMATION:** The following addresses and point of contacts are provided:

Name: Nancy Landeros  
Phone: (805) 989-1880  
DSN: 351-1880  
FAX: (805) 989-0561  
Email address: nancy.landeros@navy.mil

U.S Postal Service Mailing Address:

COMMANDER  
CODE 230000E N. Landeros  
NAVAIRWARCENWPNDIV  
575 "I" AVE., SUITE 1  
POINT MUGU, CA 93042-5049

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER  
CODE 230000E N. Landeros  
NAVAIRWARCENWPNDIV  
BLDG 65, RM 1-MAILROOM  
POINT MUGU, CA 93042-5049

Section B - Supplies or Services and Prices

| ITEM           | SUPPLIES/SERVICES  | MAX QTY | UNIT | UNIT PRICE        | MAX AMOUNT |
|----------------|--|---------|------|-------------------|------------|
| 0001           | Information Resources Management Support Services in Accordance with Section C Herein and Task Orders To Be Issued Hereunder.  | 56,530  | HRS  | \$_*__            | [ b(4) ]   |
|                | Base Period 10/11/06 – 9/30/07   |         |      |                   |            |
| 0002           | <u>Materials:</u> Includes All Authorized Materials, Equipment, Travel, Shipping, Telephone and Telecommunications, Conference Room Facilities, and Reproduction Costs, Etc. | 1       | LO   | [ b(4) ]          | [ b(4) ]   |
|                | Base Period 10/12/06 – 9/30/07   |         |      |                   |            |
|                | Indirect at [ b(4) ] %.  |         |      |                   |            |
|                |  |         |      | NTE Total         | [ b(4) ]   |
|                |  |         |      | Total Price       | [ b(4) ]   |
| 0003           | <u>Data Requirements:</u> Data in Accordance with Exhibit A, Contract Data Requirement List (CDRL), SF 1423, and Task Orders to be Issued Hereunder.                         | 1       | LO   | Ceiling Price NSP | [ b(4) ]   |
|                | Base Period 10/11/06 – 9/30/07   |         |      |                   |            |
|                |  |         |      | Total Price       | NSP        |
|                |  |         |      | Ceiling Price     | NSP        |
|                |  |         |      | <b>Base Year</b>  | [ b(4) ]   |
| 0004<br>OPTION | Information Resources Management Support Services in Accordance with Section C Herein and Task Orders To Be Issued Hereunder.  | 56,530  | HRS  | \$_*__            | [ b(4) ]   |
|                | Option Year 1- POP: 10/01/07 thru 9/30/08.   |         |      |                   |            |
| 0005<br>OPTION | <u>Materials:</u> Includes All Authorized Materials, Equipment, Travel, Shipping, Telephone and Telecommunications, Conference Room Facilities, and Reproduction Costs, Etc. | 1       | LO   | [ b(4) ]          | [ b(4) ]   |
|                | Option Year 1- POP: 10/01/07 thru 9/30/08.   |         |      |                   |            |
|                | Indirect at [ b(4) ] %.  |         |      |                   |            |
|                |  |         |      | NTE Total         | [ b(4) ]   |
|                |  |         |      | Total Price       | [ b(4) ]   |

| ITEM           | SUPPLIES/SERVICES  | MAX QTY     | UNIT | UNIT PRICE      | MAX AMOUNT |
|----------------|--|-------------|------|-----------------|------------|
|                |  |             |      | Ceiling Price   | [ b(4) ]   |
| 0006<br>OPTION | <u>Data Requirements:</u> Data in Accordance with Exhibit A, Contract Data Requirement List (CDRL), SF 1423, and Task Orders to be Issued Hereunder.                         | 1           | LO   | NSP             | NSP        |
|                | Option Year 1- POP: 10/01/07 thru 9/30/08.   |             |      | Total Price     | NSP        |
|                |  |             |      | Ceiling Price   | NSP        |
|                |  |             |      | <b>Option 1</b> | [ b(4) ]   |
| 0007<br>OPTION | Information Resources Management Support Services in Accordance with Section C Herein and Task Orders To Be Issued Hereunder.  | 56,530<br>* | HRS  | \$__*__         | [ b(4) ]   |
|                | Option Year 2- POP: 10/01/08 thru 9/30/09.   |             |      |                 |            |
| 0008<br>OPTION | <u>Materials:</u> Includes All Authorized Materials, Equipment, Travel, Shipping, Telephone and Telecommunications, Conference Room Facilities, and Reproduction Costs, Etc. | 1           | LO   | [ b(4) ]        | [ b(4) ]   |
|                |  |             |      | NTE Total       | [ b(4) ]   |
|                | Option Year 2- POP: 10/01/08 thru 9/30/09.   |             |      |                 | [ b(4) ]   |
|                | Indirect at [ b(4) ] %.  |             |      | Total Price     | [ b(4) ]   |
|                |  |             |      | Ceiling Price   | [ b(4) ]   |
| 0009<br>OPTION | <u>Data Requirements:</u> Data in Accordance with Exhibit A, Contract Data Requirement List (CDRL), SF 1423, and Task Orders to be Issued Hereunder.                         | 1           | LO   | NSP             | NSP        |
|                | Option Year 2- POP: 10/01/08 thru 9/30/09.   |             |      | Total Price     | NSP        |
|                |  |             |      | Ceiling Price   | NSP        |
|                |  |             |      | <b>Option 2</b> | [ b(4) ]   |
| 0010<br>OPTION | Information Resources Management Support Services in Accordance with Section C Herein and Task Orders To Be Issued Hereunder.  | 56,530<br>* | HRS  | \$__*__         | [ b(4) ]   |
|                | Option Year 3- POP: 10/01/09 thru 9/30/10  |             |      |                 |            |

| ITEM           | SUPPLIES/SERVICES  | MAX QTY     | UNIT | UNIT PRICE      | MAX AMOUNT |
|----------------|--|-------------|------|-----------------|------------|
| 0011<br>OPTION | <p><u>Materials:</u> Includes All Authorized Materials, Equipment, Travel, Shipping, Telephone and Telecommunications, Conference Room Facilities, and Reproduction Costs, Etc.</p> <p>Option Year 3- POP: 10/01/09 thru 9/30/10</p> <p>Indirect at <math>\frac{[b(4)]}{100}</math> %.</p> | 1           | LO   | [b(4)]          | [b(4)]     |
|                |  |             |      | NTE Total       | [b(4)]     |
|                |  |             |      |                 | [b(4)]     |
|                |  |             |      | Total Price     | [b(4)]     |
|                |  |             |      | Ceiling Price   | [b(4)]     |
| 0012<br>OPTION | <p><u>Data Requirements:</u> Data in Accordance with Exhibit A, Contract Data Requirement List (CDRL), SF 1423, and Task Orders to be Issued Hereunder.</p> <p>Option Year 3- POP: 10/01/09 thru 9/30/10</p>   | 1           | LO   | NSP             | NSP        |
|                |  |             |      | Total Price     | NSP        |
|                |  |             |      | Ceiling Price   | NSP        |
|                |  |             |      | <b>Option 3</b> | [b(4)]     |
| 0013<br>OPTION | <p>Information Resources Management Support Services in Accordance with Section C Herein and Task Orders To Be Issued Hereunder.</p> <p>Option Year 4- POP: 10/01/10 thru 9/30/11</p>  | 56,530<br>* | HRS  | \$*_            | [b(4)]     |
| 0014<br>OPTION | <p><u>Materials:</u> Includes All Authorized Materials, Equipment, Travel, Shipping, Telephone and Telecommunications, Conference Room Facilities, and Reproduction Costs, Etc.</p> <p>Option Year 4- POP: 10/01/10 thru 9/30/11</p> <p>Indirect at <math>\frac{[b(4)]}{100}</math> %.</p> | 1           | LO   | [b(4)]          | [b(4)]     |
|                |  |             |      | NTE Total       | [b(4)]     |
|                |  |             |      |                 | [b(4)]     |
|                |  |             |      | Total Price     | [b(4)]     |
|                |  |             |      | Ceiling Price   | [b(4)]     |
| 0015<br>OPTION | <p><u>Data Requirements:</u> Data in Accordance with Exhibit A, Contract Data Requirement List (CDRL), SF 1423, and</p>  | 1           | LO   | NSP             | NSP        |

| ITEM | SUPPLIES/SERVICES                         | MAX QTY | UNIT T | UNIT PRICE  | MAX AMOUNT |
|------|---|---------|--------|---|------------|
|      | Task Orders to be Issued Hereunder.       |         |        |   |            |
|      | Option Year 4- POP: 10/01/10 thru 9/30/11 |         |        | Total Price   | NSP        |
|      |   |         |        | Ceiling Price   | NSP        |
|      |   |         |        | <b>Option 4</b>   | [ b (4) ]  |
|      |   |         |        | <b>Total Contract Price (Base Year plus Option Years 1,2,3,4)</b> | [ b (4) ]  |

\* See Breakout Below

CLAUSES INCORPORATED BY FULL TEXT

The level of effort estimated to be ordered during the Base Period of this contract is 56,530 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 level of effort estimated to be ordered during the Option Period(s) of this contract, if exercised, is 56,530 man-hours per Option Period of direct labor, including authorized subcontract labor, if any. The estimated composition of the total man-hours of direct labor by classification is as follows:

**BASE PERIOD (CLIN 0001)**

| <u>Labor Category</u>         | <u>Estimated (ON-SITE)<br/>Gov. Site Hours</u> | <u>Estimated (OFF-SITE)<br/>Contractor Site Hours</u> | <u>Total<br/>Hours</u> |
|-------------------------------|--|---|------------------------|
| Program Manager               | 0  | 2,000   | 2,000                  |
| Project Manager               | 0  | 6,000   | 6,000                  |
| Management Analyst            | 1,174  | 3,516   | 4,690                  |
| Sr. Programmer/Analyst        | 2,000  | 6,000   | 8,000                  |
| Sr. Config/Sr. Data Manager   | 1,000  | 3,000   | 4,000                  |
| Programmer/Analyst            | 1,000  | 3,000   | 4,000                  |
| Jr. Programmer/Analyst        | 700  | 2,100   | 2,800                  |
| Database Administrator        | 500  | 1,500   | 2,000                  |
| Network Administrator         | 500  | 1,500   | 2,000                  |
| Telecommunications Specialist | 500  | 1,500   | 2,000                  |
| Quality Assurance Specialist  | 380  | 1,140   | 1,520                  |
| Configuration Mgmt Specialist | 1,000  | 3,000   | 4,000                  |
| Data Mgmt Specialist          | 1,000  | 3,000   | 4,000                  |
| Technical Writer              | 320  | 960   | 1,280                  |
| Data Entry Clerk              | 250  | 750   | 1,000                  |
| Data Mgmt Clerk               | 500  | 1,500   | 2,000                  |
| Configuration Mgmt Clerk      | 1,050  | 3,150   | 4,200                  |
| Administrative Support Clerk  | 260  | 780   | 1,040                  |
| <b>TOTAL</b>                  | <b>12,134</b>                                  | <b>44,396</b>   | <b>56,530</b>          |

**OPTION PERIOD(S) I, II, III, IV (ea.) (CLINs 0004, 0007, 0010, and 0013)**

| <u>Labor Category</u>               | <u>Estimated (ON-SITE)<br/>Gov. Site Hours</u> | <u>Estimated (OFF-SITE)<br/>Contractor Site Hours</u> | <u>Total<br/>Hours</u> |
|-------------------------------------|--|---|------------------------|
| Program Manager                     | 0  | 2,000   | 2,000                  |
| Project Manager                     | 0  | 6,000   | 6,000                  |
| Management Analyst                  | 1,174  | 3,516   | 4,690                  |
| Sr. Programmer/Analyst              | 2,000  | 6,000   | 8,000                  |
| Sr. Config/Sr. Data Manager         | 1,000  | 3,000   | 4,000                  |
| Programmer/Analyst                  | 1,000  | 3,000   | 4,000                  |
| Jr. Programmer/Analyst              | 700  | 2,100   | 2,800                  |
| Database Administrator              | 500  | 1,500   | 2,000                  |
| Network Administrator               | 500  | 1,500   | 2,000                  |
| Telecommunications Specialist       | 500  | 1,500   | 2,000                  |
| Quality Assurance Specialist        | 380  | 1,140   | 1,520                  |
| Configuration Mgmt Specialist       | 1,000  | 3,000   | 4,000                  |
| Data Mgmt Specialist                | 1,000  | 3,000   | 4,000                  |
| Technical Writer                    | 320  | 960   | 1,280                  |
| Data Entry Clerk                    | 250  | 750   | 1,000                  |
| Data Mgmt Clerk                     | 500  | 1,500   | 2,000                  |
| Configuration Mgmt Clerk            | 1,050  | 3,150   | 4,200                  |
| <u>Administrative Support Clerk</u> | <u>260</u>                                     | <u>780</u>  | <u>1,040</u>           |
| <b>TOTAL</b>                        | <b>12,134</b>                                  | <b>44,396</b>   | <b>56,530</b>          |

The total hours for this contract if all Options are exercised by the Government is **282,650**. The above level of effort is expected to occur over the contract term.

Set forth below are labor categories and hourly rates by year of performance to be used during the performance of this contract. Task Orders issued during the respective time periods shall incorporate the corresponding labor rates as cited below.

**BASE YEAR  
LABOR RATES FOR CONTRACT PERIOD 11 OCT 2006 THROUGH 30 SEPTEMBER  
2007**

| <u>ERI</u>                      | <u>Hours</u> | <u>BURDENED RAE/HR.</u> | <u>TOTAL AMOUNT</u> |
|---------------------------------|--------------|-------------------------|---------------------|
| Program Manager (Off-Site)      | 2000         | b(4)                    | b(4)                |
| Project Manager (Off Site)      | 2000         |                         |                     |
| Project Manager (Off Site)      | 800          |                         |                     |
| Project Manager (Off Site)      | 2000         |                         |                     |
| Management Analyst (Off-Site)   | 1516         |                         |                     |
| Management Analyst (Off-Site)   | 2000         |                         |                     |
| Management Analyst (On-Site)    | 1174         |                         |                     |
| Sr. Programmer/Analyst(On-Site) | 2000         |                         |                     |

|  |      |
|--|------|
| Sr. Programmer/Analyst(Off-Site)         | 2000 |
| Sr. Programmer/Analyst(Off-Site)         | 1000 |
| Sr. Config/Sr. Data Manager (Off-Site)   | 2000 |
| Sr. Config/Sr. Data Manager (Off-Site)   | 1000 |
| Sr. Config/Sr. Data Manager (On Site)    | 1000 |
| Programmer/ Analyst (Off-Site)           | 2000 |
| Programmer/ Analyst (Off-Site)           | 1000 |
| Programmer/ Analyst (On Site)            | 1000 |
| Jr Programmer/ Analyst (Off-Site)        | 2100 |
| Jr Programmer/ Analyst (On-Site)         | 700  |
| Database Administrator (Off-Site)        | 1500 |
| Database Administrator (On-Site)         | 500  |
| Network Administrator (Off-Site)         | 1500 |
| Network Administrator (On-Site)          | 500  |
| Quality Assurance Specialist (Off-Site)  | 1140 |
| Quality Assurance Specialist (On-Site)   | 380  |
| Configuration Mgmt Specialist (Off-Site) | 2000 |
| Configuration Mgmt Specialist (Off-Site) | 1000 |
| Configuration Mgmt Specialist (On-Site)  | 1000 |
| Data Mgmt Specialist (Off-Site)          | 2000 |
| Data Mgmt Specialist (Off-Site)          | 1000 |
| Data Mgmt Specialist (On-Site)           | 1000 |
| Technical Writer (Off-Site)              | 960  |
| Technical Writer (On Site)               | 320  |
| Data Entry Clerk (Off-site)              | 750  |
| Data Entry Clerk (On-Site)               | 250  |
| Data Mngmt Clerk (Off-Site)              | 1500 |
| Data Mngmt Clerk (On-Site)               | 500  |

b(4)

b(4)

|  |              |
|--|--------------|
| Configuration Mngmt Clerk (Off-Site)   | 2100         |
| Configuration Mngmt Clerk (Off-Site)   | 1050         |
| Configuration Mngmt Clerk (On-Site)    | 1050         |
| Administrative Support Clerk(Off-Site) | 780          |
| Administrative Support Clerk(On-Site)  | 260          |
| Subtotal                               | 50330        |
| <b>Computer Sciences Corporation</b>   |              |
| Project Manager (Off-Site)             | 1000         |
| Sr. Programmer/Analyst (Off-Site)      | 1000         |
| <b>Battelle</b>                        |              |
| Project Manager (Off-Site)             | 200          |
| <b>MVP</b>                             |              |
| Telecommunications (Off-Site)          | 1500         |
| Telecommunications (Off-Site)          | 500          |
| <b>Trier Software</b>                  |              |
| Sr Programmer/Analyst (Off-Site)       | 2000         |
| <b>TOTAL</b>                           | <b>56530</b> |

b(4)

b(4)

[ b(4) ]

**OPTION YEAR 1**  
**LABOR RATES FOR CONTRACT PERIOD 01 OCT 2007 THROUGH 30 SEPT 2008**

|  | Hours |
|--|-------|
| Program Manager (Off-Site)             | 2000  |
| Project Manager (Off Site)             | 2000  |
| Project Manager (Off Site)             | 800   |
| Project Manager (Off Site)             | 2000  |
| Management Analyst (Off-Site)          | 1516  |
| Management Analyst (Off-Site)          | 2000  |
| Management Analyst (On-Site)           | 1174  |
| Sr. Programmer/Analyst(On-Site)        | 2000  |
| Sr. Programmer/Analyst(Off-Site)       | 2000  |
| Sr. Programmer/Analyst(Off-Site)       | 1000  |
| Sr. Config/Sr. Data Manager (Off-Site) | 2000  |

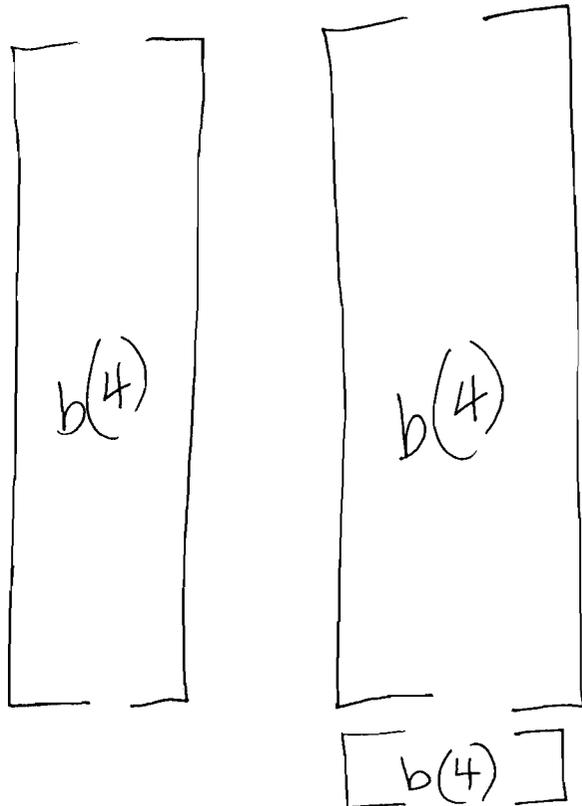
| BURDENED RAE/HR. | TOTAL AMOUNT |
|------------------|--------------|
| b(4)             | b(4)         |

|  |      |
|--|------|
| Sr. Config/Sr. Data Manager (Off-Site)   | 1000 |
| Sr. Config/Sr. Data Manager (On Site)    | 1000 |
| Programmer/ Analyst (Off-Site)           | 2000 |
| Programmer/ Analyst (Off-Site)           | 1000 |
| Programmer/ Analyst (On Site)            | 1000 |
| Jr Programmer/ Analyst (Off-Site)        | 2100 |
| Jr Programmer/ Analyst (On-Site)         | 700  |
| Database Administrator (Off-Site)        | 1500 |
| Database Administrator (On-Site)         | 500  |
| Network Administrator (Off-Site)         | 1500 |
| Network Administrator (On-Site)          | 500  |
| Quality Assurance Specialist (Off-Site)  | 1140 |
| Quality Assurance Specialist (On-Site)   | 380  |
| Configuration Mgmt Specialist (Off-Site) | 2000 |
| Configuration Mgmt Specialist (Off-Site) | 1000 |
| Configuration Mgmt Specialist (On-Site)  | 1000 |
| Data Mgmt Specialist (Off-Site)          | 2000 |
| Data Mgmt Specialist (Off-Site)          | 1000 |
| Data Mgmt Specialist (On-Site)           | 1000 |
| Technical Writer (Off-Site)              | 960  |
| Technical Writer (On Site)               | 320  |
| Data Entry Clerk (Off-site)              | 750  |
| Data Entry Clerk (On-Site)               | 250  |
| Data Mngmt Clerk (Off-Site)              | 1500 |
| Data Mngmt Clerk (On-Site)               | 500  |
| Configuration Mngmt Clerk (Off-Site)     | 2100 |
| Configuration Mngmt Clerk (Off-Site)     | 1050 |
| Configuration Mngmt Clerk (On-Site)      | 1050 |

b(4)

b(4)

|  |              |
|--|--------------|
| Administrative Support Clerk(Off-Site) | 780          |
| Administrative Support Clerk(On-Site)  | 260          |
| Subtotal                               | 50330        |
| <b>Computer Sciences Corporation</b>   |              |
| Project Manager (Off-Site)             | 1000         |
| Sr. Programmer/Analyst (Off-Site)      | 1000         |
| <b>Battelle</b>                        |              |
| Project Manager (Off-Site)             | 200          |
| <b>MVP</b>                             |              |
| Telecommunications (Off-Site)          | 1500         |
| Telecommunications (Off-Site)          | 500          |
| <b>Trier Software</b>                  |              |
| Sr Programmer/Analyst (Off-Site)       | 2000         |
| <b>TOTAL</b>                           | <b>56530</b> |



**OPTION YEAR 2**  
**LABOR RATES FOR CONTRACT PERIOD 01 OCT 2008 THROUGH 30 SEPT 2009**

|  | Hours | BURDENED RAE/HR. | TOTAL AMOUNT |
|--|-------|------------------|--------------|
| Program Manager (Off-Site)             | 2000  | b(4)             | b(4)         |
| Project Manager (Off Site)             | 2000  |                  |              |
| Project Manager (Off Site)             | 800   |                  |              |
| Project Manager (Off Site)             | 2000  |                  |              |
| Management Analyst (Off-Site)          | 1516  |                  |              |
| Management Analyst (Off-Site)          | 2000  |                  |              |
| Management Analyst (On-Site)           | 1174  |                  |              |
| Sr. Programmer/Analyst(On-Site)        | 2000  |                  |              |
| Sr. Programmer/Analyst(Off-Site)       | 2000  |                  |              |
| Sr. Programmer/Analyst(Off-Site)       | 1000  |                  |              |
| Sr. Config/Sr. Data Manager (Off-Site) | 2000  |                  |              |
| Sr. Config/Sr. Data Manager (Off-Site) | 1000  |                  |              |
| Sr. Config/Sr. Data Manager (On Site)  | 1000  |                  |              |
| Programmer/ Analyst (Off-Site)         | 2000  |                  |              |



|  |       |
|--|-------|
| Programmer/ Analyst (Off-Site)           | 1000  |
| Programmer/ Analyst (On Site)            | 1000  |
| Jr Programmer/ Analyst (Off-Site)        | 2100  |
| Jr Programmer/ Analyst (On-Site)         | 700   |
| Database Administrator (Off-Site)        | 1500  |
| Database Administrator (On-Site)         | 500   |
| Network Administrator (Off-Site)         | 1500  |
| Network Administrator (On-Site)          | 500   |
| Quality Assurance Specialist (Off-Site)  | 1140  |
| Quality Assurance Specialist (On-Site)   | 380   |
| Configuration Mgmt Specialist (Off-Site) | 2000  |
| Configuration Mgmt Specialist (Off-Site) | 1000  |
| Configuration Mgmt Specialist (On-Site)  | 1000  |
| Data Mgmt Specialist (Off-Site)          | 2000  |
| Data Mgmt Specialist (Off-Site)          | 1000  |
| Data Mgmt Specialist (On-Site)           | 1000  |
| Technical Writer (Off-Site)              | 960   |
| Technical Writer (On Site)               | 320   |
| Data Entry Clerk (Off-site)              | 750   |
| Data Entry Clerk (On-Site)               | 250   |
| Data Mngmt Clerk (Off-Site)              | 1500  |
| Data Mngmt Clerk (On-Site)               | 500   |
| Configuration Mngmt Clerk (Off-Site)     | 2100  |
| Configuration Mngmt Clerk (Off-Site)     | 1050  |
| Configuration Mngmt Clerk (On-Site)      | 1050  |
| Administrative Support Clerk(Off-Site)   | 780   |
| Administrative Support Clerk(On-Site)    | 260   |
| Subtotal                                 | 50330 |

b(4)

b(4)

b(4)

**Computer Sciences Corporation**

Project Manager (Off-Site) 1000  
 Sr. Programmer/Analyst (Off-Site) 1000

**Battelle**

Project Manager (Off-Site) 200

**MVP**

Telecommunications (Off-Site) 1500  
 Telecommunications (Off-Site) 500

**Trier Software**

Sr Programmer/Analyst (Off-Site) 2000

**TOTAL** 56530

**OPTION YEAR 3**

**LABOR RATES FOR CONTRACT PERIOD 01 OCT 2009 THROUGH 30 SEPT 2010**

[ b(4) ] [ b(4) ]  
 [ b(4) ]

|  | Hours | BURDENED RAE/HR. | TOTAL AMOUNT |
|--|-------|------------------|--------------|
| Program Manager (Off-Site)             | 2000  | [ b(4) ]         | [ b(4) ]     |
| Project Manager (Off Site)             | 2000  |                  |              |
| Project Manager (Off Site)             | 800   |                  |              |
| Project Manager (Off Site)             | 2000  |                  |              |
| Management Analyst (Off-Site)          | 1516  |                  |              |
| Management Analyst (Off-Site)          | 2000  |                  |              |
| Management Analyst (On-Site)           | 1174  |                  |              |
| Sr. Programmer/Analyst(On-Site)        | 2000  |                  |              |
| Sr. Programmer/Analyst(Off-Site)       | 2000  |                  |              |
| Sr. Programmer/Analyst(Off-Site)       | 1000  |                  |              |
| Sr. Config/Sr. Data Manager (Off-Site) | 2000  |                  |              |
| Sr. Config/Sr. Data Manager (Off-Site) | 1000  |                  |              |
| Sr. Config/Sr. Data Manager (On Site)  | 1000  |                  |              |
| Programmer/ Analyst (Off-Site)         | 2000  |                  |              |
| Programmer/ Analyst (Off-Site)         | 1000  |                  |              |
| Programmer/ Analyst (On Site)          | 1000  |                  |              |
| Jr Programmer/ Analyst (Off-Site)      | 2100  |                  |              |
| Jr Programmer/ Analyst (On-Site)       | 700   |                  |              |

|  |       |
|--|-------|
| Database Administrator (Off-Site)        | 1500  |
| Database Administrator (On-Site)         | 500   |
| Network Administrator (Off-Site)         | 1500  |
| Network Administrator (On-Site)          | 500   |
| Quality Assurance Specialist (Off-Site)  | 1140  |
| Quality Assurance Specialist (On-Site)   | 380   |
| Configuration Mgmt Specialist (Off-Site) | 2000  |
| Configuration Mgmt Specialist (Off-Site) | 1000  |
| Configuration Mgmt Specialist (On-Site)  | 1000  |
| Data Mgmt Specialist (Off-Site)          | 2000  |
| Data Mgmt Specialist (Off-Site)          | 1000  |
| Data Mgmt Specialist (On-Site)           | 1000  |
| Technical Writer (Off-Site)              | 960   |
| Technical Writer (On Site)               | 320   |
| Data Entry Clerk (Off-site)              | 750   |
| Data Entry Clerk (On-Site)               | 250   |
| Data Mngmt Clerk (Off-Site)              | 1500  |
| Data Mngmt Clerk (On-Site)               | 500   |
| Configuration Mngmt Clerk (Off-Site)     | 2100  |
| Configuration Mngmt Clerk (Off-Site)     | 1050  |
| Configuration Mngmt Clerk (On-Site)      | 1050  |
| Administrative Support Clerk(Off-Site)   | 780   |
| Administrative Support Clerk(On-Site)    | 260   |
| Subtotal                                 | 50330 |
| <b>Computer Sciences Corporation</b>     |       |
| Project Manager (Off-Site)               | 1000  |
| Sr. Programmer/Analyst (Off-Site)        | 1000  |
| <b>Battelle</b>                          |       |
| Project Manager (Off-Site)               | 200   |

b(4)

b(4)

b(4)

b(4)

b(4)

MVP

|                                  |       |
|----------------------------------|-------|
| Telecommunications (Off-Site)    | 1500  |
| Telecommunications (Off-Site)    | 500   |
| <b>Trier Software</b>            |       |
| Sr Programmer/Analyst (Off-Site) | 2000  |
| <b>TOTAL</b>                     | 56530 |

b(4)

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**OPTION YEAR 4**  
**LABOR RATES FOR CONTRACT PERIOD 01 OCT 2010 THROUGH 30 SEPT 2011**

|  | <b>Hours</b> | <b>BURDENED RAE/HR.</b> | <b>TOTAL AMOUNT</b> |
|--|--------------|-------------------------|---------------------|
| Program Manager (Off-Site)             | 2000         | b(4)                    | b(4)                |
| Project Manager (Off Site)             | 2000         |                         |                     |
| Project Manager (Off Site)             | 800          |                         |                     |
| Project Manager (Off Site)             | 2000         |                         |                     |
| Management Analyst (Off-Site)          | 1516         |                         |                     |
| Management Analyst (Off-Site)          | 2000         |                         |                     |
| Management Analyst (On-Site)           | 1174         |                         |                     |
| Sr. Programmer/Analyst(On-Site)        | 2000         |                         |                     |
| Sr. Programmer/Analyst(Off-Site)       | 2000         |                         |                     |
| Sr. Programmer/Analyst(Off-Site)       | 1000         |                         |                     |
| Sr. Config/Sr. Data Manager (Off-Site) | 2000         |                         |                     |
| Sr. Config/Sr. Data Manager (Off-Site) | 1000         |                         |                     |
| Sr. Config/Sr. Data Manager (On Site)  | 1000         |                         |                     |
| Programmer/ Analyst (Off-Site)         | 2000         |                         |                     |
| Programmer/ Analyst (Off-Site)         | 1000         |                         |                     |
| Programmer/ Analyst (On Site)          | 1000         |                         |                     |
| Jr Programmer/ Analyst (Off-Site)      | 2100         |                         |                     |
| Jr Programmer/ Analyst (On-Site)       | 700          |                         |                     |
| Database Administrator (Off-Site)      | 1500         |                         |                     |
| Database Administrator (On-Site)       | 500          |                         |                     |
| Network Administrator (Off-Site)       | 1500         |                         |                     |

|  |       |
|--|-------|
| Network Administrator (On-Site)          | 500   |
| Quality Assurance Specialist (Off-Site)  | 1140  |
| Quality Assurance Specialist (On-Site)   | 380   |
| Configuration Mgmt Specialist (Off-Site) | 2000  |
| Configuration Mgmt Specialist (Off-Site) | 1000  |
| Configuration Mgmt Specialist (On-Site)  | 1000  |
| Data Mgmt Specialist (Off-Site)          | 2000  |
| Data Mgmt Specialist (Off-Site)          | 1000  |
| Data Mgmt Specialist (On-Site)           | 1000  |
| Technical Writer (Off-Site)              | 960   |
| Technical Writer (On Site)               | 320   |
| Data Entry Clerk (Off-site)              | 750   |
| Data Entry Clerk (On-Site)               | 250   |
| Data Mngmt Clerk (Off-Site)              | 1500  |
| Data Mngmt Clerk (On-Site)               | 500   |
| Configuration Mngmt Clerk (Off-Site)     | 2100  |
| Configuration Mngmt Clerk (Off-Site)     | 1050  |
| Configuration Mngmt Clerk (On-Site)      | 1050  |
| Administrative Support Clerk(Off-Site)   | 780   |
| Administrative Support Clerk(On-Site)    | 260   |
| Subtotal                                 | 50330 |
| <b>Computer Sciences Corporation</b>     |       |
| Project Manager (Off-Site)               | 1000  |
| Sr. Programmer/Analyst (Off-Site)        | 1000  |
| <b>Battelle</b>                          |       |
| Project Manager (Off-Site)               | 200   |
| <b>MVP</b>                               |       |
| Telecommunications (Off-Site)            | 1500  |
| Telecommunications (Off-Site)            | 500   |
| <b>Trier Software</b>                    |       |
| Sr Programmer/Analyst (Off-Site)         | 2000  |

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b(4)

b(4)

TOTAL

56530

[ b(4) ]

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

Section C - Descriptions and Specifications

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(2) Description of Elements

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

**C.33 CONTRACT DATA REQUIREMENTS LIST**

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

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

Item CLIN 0006, 0009, 0012, and 0015 if the option is exercised, shall be in accordance with the attached Contract Data Requirements List, CDRL, DD Form 1423, Exhibit "B" of this contract.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9503 MARKING OF WARRANTED ITEMS (NAVAIR) (OCT 2005)**

(a) Each item covered by a warranty shall be stamped or marked in accordance with MIL-STD-129, Marking for Shipment and Storage, and MIL-STD-130, Identification Marking of U.S. Military Property, current at the date of award. Where this is impracticable, written notice shall be attached to or furnished with the warranted item.

(b) Each item covered by a warranty shall have a written notice attached to or furnished with the warranted item, and marked with the following:

- (1) National stock number or manufacturer's part number.
- (2) Serial number or other item identifier (if the warranty applies to uniquely identified items).
- (3) Contract number.
- (4) Indication that a warranty applies.
- (5) Manufacturer or entity (if other than the contractor) providing the warranty.
- (6) Date or time when the warranty expires.
- (7) Indication of whether or not attempted on-site repair by Government personnel will void the warranty.

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.

**D-TXT-04 CLASSIFIED MATTER (APR 2002)**

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

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY REFERENCE

|              |  |          |
|--------------|--|----------|
| 52.246-6     | Inspection--Time-And-Material And Labor-Hour | MAY 2001 |
| 52.246-16    | Responsibility For Supplies                  | APR 1984 |
| 252.246-7000 | Material Inspection And Receiving Report     | MAR 2003 |

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed at destination by the receiving activity, and, where applicable, by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL), and incorporation/resolution of Government review comments as appropriate. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by the receiving activity. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

**5252.246-9514 INSPECTION AND ACCEPTANCE OF TECHNICAL DATA AND INFORMATION (NAVAIR) (FEB 1995)**

Inspection and acceptance of technical data and information will be performed by the Procuring Contracting Officer (PCO) or his duly authorized representative. Inspection of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items, as appropriate. Acceptance of technical data and information will be performed by ensuring successful completion of the requirements set forth in the DD Form 1423, Contract Data Requirements List (CDRL) and incorporation/resolution of Government review comments on the data items, as appropriate.

Section F - Deliveries or Performance

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

**252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (MAY 2002)**

(a) Definitions. As used in this clause-

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that-

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum-

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

|       | ITEM | CONTRACT LINE<br>DESCRIPTION | QUANTITY<br>ITEMS |
|-------|------|------------------------------|-------------------|
| TOTAL |      |                              |                   |

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

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

(a) The contract shall commence on October 11, 2006 and shall continue through September 30, 2007 (CLINs 0001, 0002, and 0003). However, the period of performance may be extended in accordance with the option provisions contained herein.

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

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

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum quantity is \$500,000; the maximum quantity is the maximum negotiated contract value.

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

(1) The period of performance for CLIN(s) 0004, 0005 and 0006 is one year beginning 01 October 2007 and ending 30 September 2008. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause in Section I, 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).

(2) The period of performance for CLIN(s) 0007, 0008 and 0009 is one year beginning 01 October 2008 and ending 30 September 2009. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause in Section I, 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).

(3) The period of performance for CLIN(s) 0010, 0011 and 0012 is one year beginning 01 October 2009 and ending 30 September 2010. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause in Section I, 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).

(4) The period of performance for CLIN(s) 0013, 0014 and 0015 is one year beginning 01 October 2010 and ending 30 September 2011. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause in Section I, 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000).

**F-TXT-02 CONTRACT PERIOD OF PERFORMANCE - (CONTRACT AWARD)(MAR 2003)**

Any contract awarded as a result of offers submitted under this solicitation shall extend for one (1) year, unless Options are exercised. The estimated period of performance for the Base Year will be 12 October 2006 through 30 September 2007, starting from the award of the contract.

**F-TXT-08 SHIPPING INSTRUCTIONS (POINT MUGU)**

SHIP TO: NAVAL BASE VENTURA COUNTY (NBVC)  
Receiving Officer, Code N41VW/BLDG 65  
N68936-07-D-0002  
Point Mugu, CA 93042-5033

Failure to mark each shipping label and packing list as indicated above may result in return of shipment at your expense, or will cause a delay in processing your invoice for payment.

**RECEIVING DOCK HOURS are from 0800 TO 1530, MONDAY THROUGH THURSDAY EXCLUDING HOLIDAYS WHEN THE RECEIVING DOCK WILL BE CLOSED.**

Section G - Contract Administration Data

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

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

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and one (1) copies, to the n/a at the following address: n/a unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to (see clause G-TXT-13 herein).

Following verification, the contract auditor, or the contractor if direct submission to DFAS has been authorized, will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

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

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

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

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

\*\* is required with each invoice submittal.

\*\* is required only with the final invoice.

X is not required.

(f) A Certificate of Performance

\*\* shall be provided with each invoice submittal.

X is not required

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

**5252.232-9002 INVOICES FOR CLASSIFIED CONTRACTS (JUL 1992)**

To prevent disclosure of classified information, invoices submitted under this contract shall be so prepared that the supplies or services covered thereby can be identified only by reference to the contract. For example, the invoices may state "Contract N68936-07-D-0002, Item 0001, 100 EA @ 1.00 = \$100.00." The security classification shown on the contract shall not appear on the invoice.

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

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

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

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

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

E-Mail Address: [AEloyan@eri-engineering.com](mailto:AEloyan@eri-engineering.com)

**G-TXT-06 SECURITY ASSIGNMENT (APR 2002)**

**Defense Security Service (S41PA), 3452 E. Foothill Boulevard, Suite 524, Pasadena, CA 91107-3142, phone 626 449-0941 fax: 626 449-3163** is hereby assigned administrative responsibility for safeguarding classified information.

**G-TXT-13 COURTESY COPY OF INVOICE/VOUCHER (SEP 2003)**

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

U.S Postal Service Mailing Address:  
COMMANDER  
CODE 230000E (N. Landeros)  
NAVAIRWARCENWPNDIV  
575 "I" AVE., SUITE 1  
POINT MUGU, CA 93042-5049

and to

COMMANDER  
CODE 45C000E, Bldg. 36 (M. Macasieb - 805-989-3703)  
NAVAIRWARCENWPNDIV  
575 "I" AVE., SUITE 1  
POINT MUGU, CA 93042-5049

**G-TXT-20 CRITICAL INVOICE/VOUCHER SUBMISSION INFORMATION (APR 2002)**

In order for invoices/vouchers to be properly processed for payment they must be submitted by the DCAA auditor,

DCAA  
CAMARILLO BRANCH OFFICE  
770 PASEO CAMARILLO, SUITE 310  
CAMARILLO, CA 93010

or by the Contractor, if direct submission has been authorized by DCAA, to the following office:

COMMANDER  
Code J26000D, Mary Brockett  
NAVAIRWARCENWPNDIV  
1 Administration Circle, Mail Stop 1318  
China Lake, California 93555-6108

This office will then forward the invoices/vouchers to the payment office for payment. Failure to submit them to the above specified office could result in a delay in payment.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY REFERENCE

|              |                               |          |
|--------------|-------------------------------|----------|
| 252.203-7002 | Display Of DOD Hotline Poster | DEC 1991 |
| 252.204-7000 | Disclosure Of Information     | DEC 1991 |
| 252.223-7004 | Drug Free Work Force          | SEP 1988 |

CLAUSES INCORPORATED BY FULL TEXT

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

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

**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.

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

(a) The following activity(ies) or individual(s) is/are designated as Ordering Officer(s):  
ORDERING OFFICER, NAWCWD, POINT MUGU, CA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (A) notify the Ordering Officer immediately,
- (B) submit a proposal for the work requested in the task order,

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

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation paragraph (c) of Clause 5252.232-9507, LIMITATION OF FUNDS - TIME AND MATERIAL AND LABOR-HOUR CONTRACTS (NOV 1999) are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

(f) Oral Orders. Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written task order within 15 working days of the oral order.

(g) Modifications. Modifications to orders shall be issued using a Standard Form 30 and shall include the information set forth in paragraph (c) above, as applicable. Orders may be modified orally by the Ordering Officer in emergency circumstances. (Oral modifications shall be confirmed by issuance of a written modification on Standard Form 30 within 15 working days from the time of the oral communication amending the order.)

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

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

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

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

A Service Contract Act (SCA) wage determination has been attached from the U.S. Department of Labor. Attachment [04] (wage determination) will be applicable to this contract. If a new wage determination is received prior to contract award, it will be incorporated by attachment to the contract award.

**5252.232-9507 LIMITATION OF FUNDS - TIME AND MATERIAL AND LABOR-HOUR CONTRACTS (NAVAIR) (OCT 2005)**

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

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

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

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

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

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

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

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

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

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

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

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

(k) Nothing in this clause shall affect the right of the Government to terminate this contract or an individual Task Order.

#### **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.

l. 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.

#### **5252.242-9515 RESTRICTION ON THE DIRECT CHARGING OF MATERIAL (NAVAIR) (JUL 1998)**

(a) The term "material" includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs

pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

(b) Prior written approval of the COR shall be required for all purchases of materials. If the contractor's proposal submitted for a task order includes a list of materials with associated prices, then the COR's acceptance of the contractor's proposal shall constitute written approval of those purchases.

(c) The costs of general purpose business expenses required for the conduct of the contractor's normal business operations will not be considered an allowable direct cost in the performance of this contract. General purpose business expenses include, but are not limited to, the cost for items such as telephones and telephone charges, reproduction machines, word processing equipment, personal computers and other office equipment and office supplies.

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

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

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

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

COMMANDER  
CODE 230000E (254300E) (N. Simpson - 805-989-1303)  
NAVAIRWARCENWPNDIV  
575 "I" AVE., SUITE 1  
POINT MUGU, CA 93042-5049

TELEPHONE: (805) 989-1303

**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): N68936-99-D-0171

(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):

None

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

None

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

None

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

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

See Section J, Attachment 2 - GFP List

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):

None

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):

None

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.

List Of Government Installations to be Made Available for Contractor Access

1. Point Mugu = ECSEL Lab, Bldg 3008, Rm 110  
EWDS Lab, Bldg 3008, Rm 223  
JMPS Lab, Bldg 3008, Rm 216
2. China Lake = Lauritson Lab, Bldg 1400
3. Port Hueneme = SDTS Lab

Security Clearance Level: SECRET

(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.

#### **H-TXT-02      DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (APR 2002)**

(a) The Contracting Officer has designated:

Ms. Marieta Macasieb  
Naval Air Warfare Center, Weapons Division  
Code 45C000E/781200E  
Point Mugu, CA 93042-5001  
(805) 989-3707 or DSN 351-3707, FAX (805) 989-4830 or DSN 351-4830

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

(b) The COR is responsible for monitoring the performance and progress, as well as 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 this 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 contract scope, and, if not, has issued a contract change.

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

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

Mr. Ira Malarowitz  
Naval Air Warfare Center, Weapons Division  
Code 452200E  
Point Mugu, CA 93042-5001  
(805) 989-4667 or DSN 351-4667, FAX (805) 989-4830 or DSN 351-4830

Alternate TA:

Mr. Sydney Au-Yeung  
Naval Air Warfare Center, Weapons Division  
Information & Electronic Warfare Division (IEWD)

Code 454200E  
Point Mugu, CA 93042-5001  
(805) 989-9289 or DSN 351-9289; FAX (805) 989-1680 or DSN 351-1680

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

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

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

#### **H-TXT-04 CONTRACTOR KEY PERSONNEL**

The following labor categories are considered to be essential to the successful performance of work under this contract. These individuals shall be available on full-time assignment under this contract at the inception of the period of performance. The following positions are hereby designated as Key Personnel under this contract.

##### List of Key Personnel

Program Manager  
Project Manager  
Sr Programmer/Analyst  
Sr Configuration/Sr Data Manager  
Telecommunication Specialist  
Quality Specialist

## Section I - Contract Clauses

### CLAUSES INCORPORATED BY REFERENCE

|           |  |          |
|-----------|--|----------|
| 52.202-1  | Definitions  | DEC 2001 |
| 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 |
| 52.209-6  | Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment | JUL 1995 |
| 52.211-5  | Material Requirements  | AUG 2000 |
| 52.211-15 | Defense Priority And Allocation Requirements   | SEP 1990 |
| 52.215-2  | Audit and Records--Negotiation   | JUN 1999 |
| 52.215-8  | Order of Precedence--Uniform Contract Format   | OCT 1997 |
| 52.215-10 | Price Reduction for Defective Cost or Pricing Data   | OCT 1997 |
| 52.215-11 | Price Reduction for Defective Cost or Pricing Data--Modifications  | OCT 1997 |
| 52.215-12 | Subcontractor Cost or Pricing Data   | OCT 1997 |
| 52.215-13 | Subcontractor Cost or Pricing Data--Modifications  | OCT 1997 |
| 52.215-15 | Pension Adjustments and Asset Reversions   | JAN 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 |
| 52.219-8  | Utilization of Small Business Concerns   | OCT 2000 |
| 52.219-14 | Limitations On Subcontracting  | DEC 1996 |
| 52.222-3  | Convict Labor  | JUN 2003 |
| 52.222-4  | Contract Work Hours and Safety Standards Act - Overtime Compensation   | SEP 2000 |
| 52.222-20 | Walsh-Healey Public Contracts Act  | DEC 1996 |
| 52.222-21 | Prohibition Of Segregated Facilities   | FEB 1999 |
| 52.222-26 | Equal Opportunity  | APR 2002 |
| 52.222-35 | Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans                | DEC 2001 |
| 52.222-36 | Affirmative Action For Workers With Disabilities   | JUN 1998 |
| 52.222-37 | Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans                | DEC 2001 |
| 52.222-41 | Service Contract Act Of 1965, As Amended   | MAY 1989 |
| 52.222-43 | Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)                          | MAY 1989 |
| 52.223-5  | Pollution Prevention and Right-to-Know Information   | AUG 2003 |
| 52.223-6  | Drug-Free Workplace  | MAY 2001 |
| 52.223-11 | Ozone-Depleting Substances   | MAY 2001 |

|                    |  |          |
|--------------------|--|----------|
| 52.223-14          | Toxic Chemical Release Reporting   | AUG 2003 |
| 52.225-13          | Restrictions on Certain Foreign Purchases  | DEC 2003 |
| 52.226-1           | Utilization Of Indian Organizations And Indian-Owned Economic Enterprises  | JUN 2000 |
| 52.227-1           | Authorization and Consent  | JUL 1995 |
| 52.227-2           | Notice And Assistance Regarding Patent And Copyright Infringement  | AUG 1996 |
| 52.228-7           | Insurance--Liability To Third Persons  | MAR 1996 |
| 52.232-9           | Limitation On Withholding Of Payments  | APR 1984 |
| 52.232-17          | Interest   | JUN 1996 |
| 52.232-23          | Assignment Of Claims   | JAN 1986 |
| 52.232-25 Alt I    | (DUPLICATE) Prompt Payment (Feb 2002) Alternate I  | FEB 2002 |
| 52.232-33          | Payment by Electronic Funds Transfer--Central Contractor Registration  | OCT 2003 |
| 52.233-1           | Disputes   | JUL 2002 |
| 52.233-3 Alt I     | Protest After Award (Aug 1996) - Alternate I   | JUN 1985 |
| 52.237-2           | Protection Of Government Buildings, Equipment, And Vegetation  | APR 1984 |
| 52.237-3           | Continuity Of Services   | JAN 1991 |
| 52.242-1           | Notice of Intent to Disallow Costs   | APR 1984 |
| 52.242-3           | Penalties for Unallowable Costs  | MAY 2001 |
| 52.242-4           | Certification of Final Indirect Costs  | JAN 1997 |
| 52.242-13          | Bankruptcy   | JUL 1995 |
| 52.243-3           | Changes--Time-And-Material Or Labor-Hours  | SEP 2000 |
| 52.244-6           | Subcontracts for Commercial Items  | APR 2003 |
| 52.246-25          | Limitation Of Liability--Services  | FEB 1997 |
| 52.248-1           | Value Engineering  | FEB 2000 |
| 52.249-6 Alt IV    | Termination (Cost Reimbursement) (May 2004) - Alternate IV   | SEP 1996 |
| 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                                   | MAR 1999 |
| 252.204-7003       | Control Of Government Personnel Work Product   | APR 1992 |
| 252.204-7004 Alt A | Required Central Contractor Registration Alternate A   | NOV 2003 |
| 252.205-7000       | Provision Of Information To Cooperative Agreement Holders  | DEC 1991 |
| 252.209-7000       | Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate Range Nuclear Forces (INF) Treaty | NOV 1995 |
| 252.209-7004       | Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country                        | MAR 1998 |
| 252.215-7000       | Pricing Adjustments  | DEC 1991 |
| 252.215-7002       | Cost Estimating System Requirements  | OCT 1998 |
| 252.219-7011       | Notification to Delay Performance  | JUN 1998 |
| 252.219-7011       | Notification to Delay Performance  | JUN 1998 |
| 252.225-7001       | Buy American Act And Balance Of Payments Program   | APR 2003 |
| 252.225-7002       | Qualifying Country Sources As Subcontractors   | APR 2003 |
| 252.225-7012       | Preference For Certain Domestic Commodities  | FEB 2003 |
| 252.225-7016       | Restriction On Acquisition Of Ball and Roller Bearings   | APR 2003 |
| 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 |
| 252.227-7036 | Declaration of Technical Data Conformity                                    | JAN 1997 |
| 252.227-7037 | Validation of Restrictive Markings on Technical Data                        | SEP 1999 |
| 252.231-7000 | Supplemental Cost Principles  | DEC 1991 |
| 252.232-7003 | Electronic Submission of Payment Requests                                   | JAN 2004 |
| 252.243-7002 | Requests for Equitable Adjustment   | MAR 1998 |
| 252.244-7000 | Subcontracts for Commercial Items and Commercial Components (DoD Contracts) | MAR 2000 |
| 252.246-7001 | Warranty Of Data  | DEC 1991 |
| 252.247-7024 | Notification Of Transportation Of Supplies By Sea                           | MAR 2000 |

#### CLAUSES INCORPORATED BY FULL TEXT

##### **52.216-18 ORDERING (OCT 1995)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from October 11, 2006 through September 30, 2007 and if Options are exercised, in keeping with the period of performance for each Option exercised, as described in the Schedule.

(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 40 labor hours, 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 the contract value;

(2) Any order for a combination of items in excess of the contract value; or

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

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within fifteen (15) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 120 days from the end of the ordering period.

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

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one (1) day of the end of the contract.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within thirty (30) days of contract expiration; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least \_\_\_ days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five and one-half (5 1/2) years.

**52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)**

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for-

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a non-manufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

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

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

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

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

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

(4) To notify the Naval Air Warfare Center – Weapons Division, Point Mugu, CA Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

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

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

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

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

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

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

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

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

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

(d)(1) Agreement . A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract

does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply in connection with construction or service contracts.

(2) Evolving Resources Inc. will notify the Naval Air Warfare Center – Weapons Division, Point Mugu, CA Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

**52.222-42 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

| <b>EMPLOYEE CLASS</b>                    | <b>MONITARY HOURLY RATE (\$)*</b> |
|--|-----------------------------------|
| <b>Management (GM-14)</b>                |                                   |
| Gen Program Mgr                          | 42.76                             |
| Project Manager                          | 42.76                             |
| <b>Systems Analyst Series (GS-12/13)</b> |                                   |
| Management Analyst                       | 30.43/36.18                       |
| Sr. Programmer Analyst                   | 30.43/36.18                       |
| Sr. Config/Data Manager                  | 30.43/36.18                       |
| Programmer Analyst                       | 30.43/36.18                       |
| Jr. Programmer                           | 30.43/36.18                       |
| <b>Computer Sciences (GS-11/12)</b>      |                                   |
| Database Administrator                   | 25.39/30.43                       |
| Network Administrator                    | 25.39/30.43                       |
| Telecommunication Specialist             | 25.39/30.43                       |
| QA Specialist                            | 25.39/30.43                       |
| <b>Subject Matter Experts (GS-09/11)</b> |                                   |
| Configuration Specialist                 | 20.98/25.39                       |
| Data Mgmt Specialist                     | 20.98/25.39                       |
| Configuration Mgmt Specialist            | 20.98/25.39                       |
| Technical Writer                         | 20.98/25.39                       |
| <b>Support GS-05/06)</b>                 |                                   |
| Data Entry                               | 13.85/15.44                       |
| Documentation Clerk                      | 13.85/15.44                       |
| Configuration Clerk                      | 13.85/15.44                       |
| Admin Support Clerk                      | 13.85/15.44                       |

\* Represents 2004 General Schedule Locality Rates for Los Angeles, CA, excluding fringe benefits.

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

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

*(a) Hourly rate.*

(1) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the Schedule by the number of direct labor hours performed. The rates shall include wages, indirect costs, general and administrative expense, and profit. Fractional parts of an hour shall be payable on a prorated basis. Vouchers may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer), to the Contracting Officer or designee. The Contractor shall substantiate vouchers by evidence of actual payment and by individual daily job timecards, or other substantiation approved by the Contracting Officer. Promptly after receipt of each substantiated voucher, the Government shall, except as otherwise provided in this contract, and subject to the terms of (e) of this section, pay the voucher as approved by the Contracting Officer.

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

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

*(b) Materials and subcontracts.*

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

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

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

- (i) Has made payments of cash, checks, or other forms of payment for these purchased supplies or services; or
- (ii) Will make these payments determined due-

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) *Interim payments.*

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

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

#### **52.244-2 SUBCONTRACTS (AUG 1998) ALTI (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.

(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:

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**52.245-5 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (JAN 1986) (DEV)**

(a) Government-furnished property. (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

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

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

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property. (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) Title. (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

(i) Issuance of the property for use in contract performance;

(ii) Commencement of processing of the property for use in contract performance; or

(iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) Property administration. (1) The Contractor shall be responsible and accountable for all Government property provided under the contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Limited risk of loss. (1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3)(i) If the Contractor fails to act as provided by subdivision (g)(2)(v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, government property provided under this contract, [with the exception of low value property for which loss, damage, or destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

(i) The lost, destroyed, or damaged Government property;

(ii) The time and origin of the loss, destruction, or damage;

(iii) All known interests in commingled property of which the Government property is a part; and

(iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g)(6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting

Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) Abandonment and restoration of Contractor premises. Unless otherwise provided herein, the Government--

- (1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and
- (2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

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

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

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

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

#### **252.211-7003 ITEM IDENTIFICATION AND VALUATION (JAN 2004)**

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

"Automatic identification device" means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

"Commonly accepted commercial marks" means any system of marking products for identification that is in use generally throughout commercial industry or within commercial industry sectors. Some examples of commonly accepted commercial marks are: EAN.UCC Global Trade Item Number; Automotive Industry Action Group B-4 Parts Identification and Tracking Application Standard, and B-2 Vehicle Identification Number Bar Code Label Standard; American Trucking Association Vehicle Maintenance Reporting Standards; Electronic Industries Alliance EIA 802 Product Marking Standard; and Telecommunications Manufacturers Common Language Equipment Identification Code.

"Concatenated unique item identifier" means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part number, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, original part number, and serial number within the part number.

"Data qualifier" means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at <http://www.acq.osd.mil/uid>.

"DoD unique item identification" means marking an item with a unique item identifier that has machine-readable data elements to distinguish it from all other like and unlike items. In addition--

(1) For items that are serialized within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, and a unique serial number.

(2) For items that are serialized within the part number within the enterprise identifier, the unique identifier shall include the data elements of issuing agency code, enterprise identifier, the original part number, and the serial number.

"Enterprise" means the entity (i.e., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

"Enterprise identifier" means a code that is uniquely assigned to an enterprise by a registration (or controlling) authority.

"Government's unit acquisition cost" means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery; and

(2) For cost-type line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government for each item at the time of delivery.

“Issuing agency code” means a code that designates the registration (or controlling) authority.

Item means a single hardware article or unit formed by a grouping of subassemblies, components, or constituent parts required to be delivered in accordance with the terms and conditions of this contract.

“Machine-readable” means an automatic information technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

“Original part number” means a combination of numbers or letters assigned by the enterprise at asset creation to a class of items with the same form, fit, function, and interface.

“Registration (or controlling) authority” means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, Uniform Code Council (UCC)/EAN International (EAN) Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

“Serial number within the enterprise identifier or unique serial number” means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

“Serial number within the part number or serial number” means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part number assignment.

“Serialization within the enterprise identifier” means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

“Serialization within the part number” means each item of a particular part number is assigned a unique serial number within that part number assignment. The enterprise is responsible for ensuring unique serialization within the part number within the enterprise identifier.

“Unique item identification” means marking an item with machine-readable data elements to distinguish it from all other like and unlike items.

“Unique item identifier” means a set of data marked on items that is globally unique, unambiguous, and robust enough to ensure data information quality throughout life and to support multi-faceted business applications and users.

“Unique item identifier type” means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at <http://www.acq.osd.mil/uid>.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identification.

(1) The Contractor shall provide DoD unique item identification, or a DoD recognized unique identification equivalent, for--

(i) All items for which the Government's unit acquisition cost is \$5,000 or more; and

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract Line, Subline, or Exhibit Line Item Number

#### Item Description

(iii) Subassemblies, components, and parts embedded within items as specified in Exhibit Number \_\_\_\_\_ or Contract Data Requirements List Item Number \_\_\_\_\_

(2) The unique item identifier and the component data elements of the unique item identifier shall not change over the life of the item.

(3) Data syntax and semantics. The Contractor shall--

(i) Mark the encoded data elements (except issuing agency code) on the item using any of the following three types of data qualifiers, as specified elsewhere in the contract:

(A) Data Identifiers (DIs) (Format 06).

(B) Application Identifiers (AIs) (Format 05), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and ASC MH 10 Data Identifiers and ASC MH 10 Data Identifiers and Maintenance.

(C) Text Element Identifiers (TEIs), in accordance with the DoD collaborative solution "DD" format for use until the final solution is approved by ISO JTC1/SC 31. The DoD collaborative solution is described in Appendix D of the DoD Guide to Uniquely Identifying Items, available at <http://www.acq.osd.mil/uid>; and

(ii) Use high capacity automatic identification devices in unique identification that conform to ISO/IEC International Standard 15434, Information Technology--Syntax for High Capacity Automatic Data Capture Media.

(4) Marking items.

(i) Unless otherwise specified in the contract, data elements for unique identification (enterprise identifier, serial number, and, for serialization within the part number only, original part number) shall be placed on items requiring marking by paragraph (c)(1) of this clause in accordance with the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) Commonly accepted commercial marks. The Contractor shall provide commonly accepted commercial marks for items that are not required to have unique identification under paragraph (c) of this clause.

(e) Material Inspection and Receiving Report. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Description.\*

(2) Unique identifier\*\*, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Quantity shipped.\*

(9) Unit of measure.\*

(10) Government's unit acquisition cost.\*

(11) Ship-to code.

(12) Shipment date.

(13) Contractor's CAGE code or DUNS number.

(14) Contract number.

(15) Contract line, subline, or exhibit line item number.\*

(16) Acceptance code.

\* Once per contract line, subline, or exhibit line item.

\*\* Once per item.

(f) Material Inspection and Receiving Report for embedded subassemblies, components, and parts requiring unique item identification. The Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the item delivered under a contract line, subline, or exhibit line item that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part, consisting of--

(i) Concatenated DoD unique item identifier; or

(ii) DoD recognized unique identification equivalent.

(3) Unique item identifier type.\*\*

(4) Issuing agency code (if DoD unique item identifier is used).\*\*

(5) Enterprise identifier (if DoD unique item identifier is used).\*\*

(6) Original part number.\*\*

(7) Serial number.\*\*

(8) Unit of measure.

(9) Description.

\*\* Once per item.

(g) The Contractor shall submit the information required by paragraphs (e) and (f) of this clause in accordance with the procedures at <http://www.acq.osd.mil/uid>.

(h) Subcontracts. If paragraph (c)(1)(iii) of this clause applies, the Contractor shall include this clause, including this paragraph (h), in all subcontracts issued under this contract.

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Necessary for emergency repair and overhaul; or

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

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

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

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

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

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

(1) Unlimited rights.

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option

exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

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

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

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

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

(3) Limited rights.

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

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

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

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

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

(4) Specifically negotiated license rights.

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

(5) Prior government rights.

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability.

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

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

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the

copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

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

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

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

**Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data.**

The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

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

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

(2) Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

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

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

Date \_\_\_\_\_

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

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

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

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

Government Purpose Rights

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

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

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

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

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

(End of legend)

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

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

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

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

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

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

(End of legend)

(4) Special license rights markings.

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

Special License Rights

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

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

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

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

Section J - List of Documents, Exhibits and Other Attachments

**DOCUMENT TYPE DESCRIPTION**

|              |  |
|--------------|--|
| Attachment 1 | STATEMENT OF WORK  |
| Attachment 2 | GFP List   |
| Attachment 3 | DD 254 - CONTRACT SECURITY SPECIFICATION<br>CLASSIFICATION |
| Attachment 4 | WAGE RATE DETERMINATION                                    |
| Exhibit A    | DD FORM 1423 - CONTRACT DATA REQUIREMENTS LIST             |

## ATTACHMENT 1

### STATEMENT OF WORK (SOW)

#### INFORMATION RESOURCES MANAGEMENT SUPPORT SERVICES

REV DATE: 13 December 2004

#### 1.0 Scope

Naval Air Warfare Center, Weapons Division (NAWCWD), Naval Base Ventura County, located at Point Mugu, CA. has a requirement for full spectrum development, systems engineering, systems integration, software support and life cycle support for various communications, electronic, information technology, wireless technology and command and control systems. This Statement of Work (SOW) defines effort required to provide information resources technical support services in support of the mission of the Programs supported at NAWCWD that includes but is not exclusive to RDT&E, Avionics hardware, software and total-combat-system operational flight programs (OFPs); electronic and information warfare; in-service support for Weapons Systems, comprising of but not limited to Missiles, Bombs and Targets, Support Target/Auxiliary/Augmentation Systems (TA/AS) Commodities, Target Control Systems (TCS), Threat Simulation and systems test and evaluation (T&E). To meet objectives and to increase efficiency, NAWCWPNS requires contractor support in core areas of systems design, web page development, and maintenance; operation, evaluation and maintenance of legacy computer hardware and software systems, including legacy servers and routers; installation and maintenance of hardware and cabling associated with scientific and technology engineering networks; installation and maintenance of electronic security systems; development and life cycle support, systems maintenance, documentation, data and software conversion, software training and training documentation, transition planning, site system interface development, data entry and extraction, end-user technical support and configuration management support in support of the Fleet and Range Operational requirements.

Current referenced applications will be modernized and all future development will be performed in accordance with the Navy Enterprise Application Developer's Guide (NEADG), DON/NAVAIR FAM and Task Force Web (TFWeb) mandates. All tasks referencing Web sites should reflect current compliance with DoD, DON and NAVAIR Web site/server policies, including integration with MyNAVAIR (NAVAIR Corporate Portal) wherever possible. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure as soon as possible. Transition plan to be provided within 60 days. Registration of all Web sites within 30 days, if not yet completed. SSAA for each site and the following additional information needs to be provided: URL, DNS Host, URL, Website ID, Website Name, Owner ORG Code ID, Location Code, Website server location, server name, server Operating System,

Any tools developed that will be hosted by NMCI or run on NMCI workstations will need to be certified for NMCI and comply with NMCI policy. Additionally, any servers supporting this effort will be transitioned to meet the requirements of the current NAVAIR Server Consolidation effort.

This contract is a Performance Based Service Acquisition (PBSA) type contract. When applicable, task order SOWs issued hereunder will be PBSA type SOWs.

Information resources management support services under this contract are currently required for the following NAWCWD functional areas as required and defined by individual task order. This listing is not all-inclusive, may be added to or deleted from during the period of performance. The following list describes the technical task areas to be performed by the contractor in support of the NAWCWD. A complete description of task requirements will be provided in each task order.

### **Management Support Services**

Technical and programmatic management support services.

### **Analysis and Assessment**

Analysis and assessment of assigned functional problems in order to define proposed system requirements.

### **Systems Design, Development and Life Cycle Support**

Systems engineering design, systems development, integration, testing and evaluation support and total life cycle technical support.

### **Data and Software Conversion, Database Administration**

Conversion plans, conversion implementation, database administration and site transition planning and support.

### **Testing and Evaluation**

Development, evaluation and integration of plans and procedures

### **Configuration Management and Data Management**

Provide on-site/off site documentation support services for the control and management of classified technical data and program documentation.

### **Engineering Environment**

Design, acquisition, development, installation, operation, modification and maintenance of multiple communication systems. Provide technical expertise in wireless communications, system and information security, reconfigurable logic, and hardware design. Provide support in Engineering Investigations (EI), implement major changes on specified target platform, equipment, and/or systems.

### **Software Training and Training Documentation**

Preparation and presentation of training classes to end users for the use and application of standard software and information systems

## **1.1 Background**

1.1.1 Information resources management support services under this contract may include, but are not limited to the following NAWCWPNS functional areas as required and defined by individual Task Order:

- a. Management Information Systems
- b. Libraries
- c. Information Resources Management
- d. Project and Workload Planning
- e. RDT&E Range Management
- f. Logistics Support
- g. Test and Evaluation Management

## **1.2 Current Environment**

*The working environment is defined by individual task order and will vary based on the functional area and particular facility the requiring activity operated from. The majority of the contract effort is currently performed in office environments that are organized for effective conduct of tasking that involves information technology systems. Contractor personnel work may work alongside Government employees within various Government facilities. The equipment to be utilized by the contractor is dependent upon the*

*specific technical support needs of the various functional areas and task order requirements and will be defined in the individual Task Order.*

### **1.3 Scope of Contract**

This SOW defines the requirements for providing engineering, technical, and programmatic support services for NAWCWD. The contractor shall, in response to task orders issued under this contract, provide services that potentially span the entire range of product areas supported by NAWCWD. Additionally, services provided under this contract may include new product areas, programs, or missions assigned to this activity during the life of the contract.

### **2.0 Applicable Documentation**

Applicable military specifications and standards that are listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS), and current on the date of contract award, plus applicable industry standards, or any other program documents may be specified within the individual task orders that will be issued for performing specific tasks under this indefinite quantity contract.

### **3.0 Requirements**

Work to be performed, required data deliverables and applicable governing documents will be specifically described in task orders to be placed against the contract by the Contracting Officer and will be within the parameters of one or more of the general tasks listed below. As required by task order, the Contractor shall provide fully qualified, experienced personnel, materials, facilities, equipment, except for that facilities, material and equipment to be provided by the Government as Government Furnished Information (GFI), Government Furnished Material (GFM), Government Furnished Property (GFP) and Government Furnished Equipment (GFE), data collection and analysis hardware and software and services that will support NAWCWD in the execution of the mission, product areas, and technical capabilities. Assigned tasks may include a variety of efforts taken from more than one of the technical tasking areas.

#### **3.1 Management Support Services**

Provide planning efforts to ensure resources provide optimal support for current and future requirements. Perform analysis and strategic planning on project issues for present and planned systems. Monitor project execution, provide planning estimates/proposals for modifications to present systems and new projects. Create and review change requests of projects under cognizant of respective IPT Project Coordinators. Establish effective performance measures and associated metrics to ensure that products/services meet specified cost, schedule and technical requirements. Develop and maintain strategic/long-range plans for current and future program plans, projected mission requirements, technical requirements, cost constraints and scheduling factors. Provide presentation materials such as reports, instructions and other materials in the form of view graphs, slides, videotape and printed media. Conduct, host and/or attend meetings, maintenance demonstrations, hardware and software testing reviews and other technical reviews and briefings to gather data and provide technical support. Must provide conference room facilities capable of accommodating up to 80 persons. Provide to the Government documented results of such

reviews. Provide recommendations and conclusions based on evaluation of the data acquired. Prepare program status reports. The report format will be as specified in the delivery order. (CDRL A001, A002, A003)

### **3.2 Analyses and Assessment**

Assess databases for accuracy and currency of data, monitor hardware and software errors and problems of end users, consolidate and assess impact and applicability of problems to other end users and provide analysis and assessment of potential problems and solutions as applicable. Perform analysis of assigned functional problems, define proposed system requirements and perform economic analysis of alternative systems. Assess the information systems project documentation, hardware, application software, system software and telecommunications features of interfacing information systems and present recommended changes and enhancements including plans of action and milestones. (CDRL A004, A005, A007)

### **3.3 Software/Systems Development and Life Cycle Support**

Design, develop, modify, revise, update, program, debug, repair and maintain Management Information Systems, provide web page development, and maintenance; operation evaluation and maintenance of legacy computer hardware and software systems, including legacy servers and routers; installation and maintenance of hardware and cabling associated with scientific and technology engineering networks; communications, application software and associated hardware. Provide technical expertise in wireless communications, system and information security, reconfigurable logic, and hardware design. Perform systems analysis to translate broad conceptual user requirements from various functional management areas into the most current IT systems concepts. Perform program development tasks, document, justify and develop recommendations for project designs. (CDRL A004, A005, A006, A007)

### **3.4 Data/Software Conversions; Database Administration**

Design and develop application systems conversion plans and, following Government review and approval, implement the plan. Perform database administration functions and provide technical support to end-users. Design and develop software packages, which include requirements documentation, designs, test procedures and test data, operation and maintenance documentation and application software or applicable operating script files. Produce computerized reports from existing software, provide supplemental reports, technical reports and run all production related financial programs and system interfaces daily. (CDRL A004, A006)

### **3.5 Testing and Evaluation**

Develop test data and conduct integration testing of interfaces between programs and sets of programs (modules) within systems and subsystems. Develop tests to ensure compatibility and execution of all functional and technical requirements for total systems. Perform system acceptance tests utilizing both test and production data. Develop and upgrade with current technology and wireless communication hardware and software devices to ensure communications applications will adequately support program data collection and real-time information transfers. Develop test and implement programming support to revise existing applications to ensure systems meet real-time analysis and data collection, secure mobile communication, and wireless connectivity. Support verification of system performance parameters for bench, preflight and system readiness for flight including determining that the

system meets all applicable performance criteria and that the system is properly and successfully integrated into the aerial target vehicle. Assess current data entry techniques and develop and recommend alternatives and improvements. (CDRL A006)

### **3.6 Hardware/Software Configuration Management (CM) / Data Management (DM) Support**

Provide create or modify program documentation and update existing systems. Develop, create, maintain, update and evaluate computer software documentation; provide configuration management; provide quality assurance. Maintain databases; perform data entry/extraction and produce reports. Develop, operate, maintain and update automated database systems for support of planning, monitoring, controlling and status reporting. Provide on and off site documentation support services for the control and management of classified/unclassified technical data and documentation. Develop, create, update, and/or produce technical documentation, manuals, directives and bulletins, provisioning technical documentation, support plans, logistics, maintenance analysis and plans, Engineering Change Proposals, and production engineering drawings. Implement major changes on specified target platform, equipment, and/or systems; provide changes to established engineering drawings under configuration management control. Determine configuration compatibility; maintain configuration control; Provide, operate, and maintain automated database systems compatible with current operating systems and local area networks. Develop, recommend and upon Government approval, implement procedures for site records of current hardware and software configurations. (CDRL A005, A007)

### **3.7 Transition Planning, Support and Interface Development**

Perform site-planning tasks for the transition from the current hardware and software operational environment to future designated hardware and software operational environments. Analyze current operating environments; determine systems or processes that require interfaces with other environments and perform modifications to programs and procedures for such systems. (CDRL A006)

### **3.8 Engineering Environment**

Ensure all equipment and applications software used in the performance of this effort is compatible with prevailing (government) equipment and applications in use. Operate Engineering Environments provided by the Government that include hardware, software and methodology; also, implement emerging NAWCWPNS or Navy standards as required. Identify, assess and recommend contingency operations plans for specific information systems. Provides a technical and systems engineering integration of capabilities in support of current and future system security requirements. Provides technical expertise in wireless communication, information security, reconfigurable logic, and hardware design. Provides specifications for changes to database structures, website capability, technical support to improve virtual connections in order that NAWCWD infrastructure can effectively support the fleet's interoperability requirements. Provides the ability to identify critical infrastructure susceptibilities and operational dependencies that, if not assured, could adversely impact mission success, or continuity of operations. Includes physical and logical infrastructure modeling, asset-to-mission dependency analysis, mission readiness and assurance assessments, risk-based management solutions, data mining and information management. (CDRL A004, A005, A006)

### **3.9 Software Training and Training Documentation**

Prepare and present instructional courses for the use and application of various software and information systems. Develop, prepare and present lesson plans, training outlines and instructional aids as well as provide hands-on instruction to end-users during the training course. Courses may be required for, but are not limited to, application systems software, project management software, graphics software, spreadsheets, databases, communication

software, utilities software and accounting and business applications software. Attend briefings and provide recommendations for the training of information resources system users. (CDRL A008, CDRL A00A)

### **3.10 Systems Security**

Provides a technical and systems engineering integration of capabilities in support of current and future system security requirements. Provides technical expertise in wireless communications, information security, reconfigurable logic, and hardware design. Provides support to the homeland security components of and support to civilian authorities to include critical infrastructure protection. Allows for preparation, prevention, deterrence defense and response from asymmetric threats to both military and non-military targets. Provides the ability to identify critical infrastructure susceptibilities and operational dependencies that, if not assured, could adversely impact mission success, or continuity of operations. Includes physical and logical infrastructure modeling, asset-to-mission dependency analysis, mission readiness and assurance assessments, risk-based management solutions, data mining and information management. This contract vehicle will provide IA and SSAA support to the customers at the task order level and will be in accordance with the policies and regulations that are in place at the time the work is accomplished for the customer. (CDRL A004, A005, A006)

### **4.0 Government-Furnished Property**

All Government furnished information, material, and equipment will be specified in the individual task orders. All government furnished information is the property of the U.S. Government and shall not be transferred to any individual or agency public or private without the express written approval of the originating contracting officer except as required for the specific performance of tasks under this contract.

### **5.0 Contractor Facilities**

Contractor personnel will be required to work both offsite in contractor provided/maintained facility via networking with government computer systems, and on-site alongside government personnel in government-provided spaces located at Naval Base Ventura County, Point Mugu, CA. The Government expects Contractor to provide workspace for his employees at his own site. Contractor facility must include a conference room capable of accommodating up to 80 persons. This conference room will be used to hold Review Meetings required by the IPT and Program Offices. These meetings are held quarterly at a minimum, usually lasting approximately one week in duration, and attendees will be from other military activities nation-wide. Contractor facility must be located within 15 miles distance in radius of the Naval Base Ventura County, Point Mugu, CA site. The conference room is not required to be a secure facility, as no classified material will be discussed in this room.

### **6.0 Government-Furnished Facilities**

The Government expects Contractor to provide workspace for his employees at his own site. Should the Government require Contractor employees to be located in Government Facility workspace to perform duties in support of a Task Order, the Contractor will be provided access to on-site workspace, equipment for networking and access to data located in Government spaces as identified in specific Task Order. The Government shall furnish access to laboratories on an as-needed basis.

### **7.0 Security Requirements**

The work to be performed under this contract may involve access to, handling of, and generation of classified material up to and including the SECRET level. All personnel proposed to conduct this effort must have an appropriate clearance. The Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with all DoD and U.S. Navy

regulations regarding security, and (3) assure compliance with any written instructions from the Security Officers of the activity issuing task orders under this contract.

## 8.0 Reports and Data

8.1 The Contractor shall deliver data as required by the Contract Data Requirements List (CDRL) DD Form 1423, (Attachment 1) and the Data Item Descriptions (DIDs) DD Form 1664 (Attachment 2). Specific CDRL items will be specified by individual task orders issued under this contract. Deliverables will be maintained and delivered in both hard copy and magnetic media as specified in each task order.

## 9.0 Special Considerations

### 9.1 Travel

As specified by individual task order, the contractor may be required to travel in order to complete the effort required by the Statement of Work. Travel costs incurred by the contractor including the costs of lodging, other subsistence and incidental expenses shall be considered to be reasonable and allowable only to the extent that they do not exceed the rates and amounts set by the Joint Travel Regulations. All travel must have prior approval by the Contracting Officer's Representative. For planning purposes, estimated TDY travel requirements are:

| <u>From Location</u> | <u>To Location</u> | <u>No. of Trips</u> | <u>No. of People</u> | <u>No. of Days</u> |
|----------------------|--------------------|---------------------|----------------------|--------------------|
| BASE PERIOD          | China Lake, CA     | 8                   | 2                    | 5                  |
|                      | China Lake, CA     | 12                  | 2                    | 2                  |
|                      | Washington, DC     | 1                   | 2                    | 5                  |
|                      | Irvine, CA         | 2                   | 2                    | 4                  |
|                      | Irvine, CA         | 2                   | 2                    | 5                  |
|                      | Sunnyvale, CA      | 4                   | 2                    | 5                  |
|                      | Chicago            | 1                   | 2                    | 5                  |
|                      | Cincinnati, OH     | 3                   | 1                    | 5                  |
|                      | Pax River, MD      | 4                   | 1                    | 5                  |
|                      | Walton Beach, FL   | 1                   | 1                    | 5                  |
|                      | Crane, IN          | 1                   | 1                    | 5                  |
| OPTION YEAR 1        | China Lake, CA     | 8                   | 2                    | 5                  |
|                      | China Lake, CA     | 12                  | 2                    | 2                  |
|                      | Washington, DC     | 1                   | 2                    | 5                  |
|                      | Irvine, CA         | 2                   | 2                    | 4                  |
|                      | Irvine, CA         | 2                   | 2                    | 5                  |
|                      | Sunnyvale, CA      | 4                   | 2                    | 5                  |
|                      | Chicago            | 1                   | 2                    | 5                  |
|                      | Cincinnati, OH     | 3                   | 1                    | 5                  |
|                      | Pax River, MD      | 4                   | 1                    | 5                  |
|                      | Walton Beach, FL   | 1                   | 1                    | 5                  |
|                      | Crane, IN          | 1                   | 1                    | 5                  |
| OPTION YEAR 2        | China Lake, CA     | 8                   | 2                    | 5                  |
|                      | China Lake, CA     | 12                  | 2                    | 2                  |
|                      | Washington, DC     | 1                   | 2                    | 5                  |
|                      | Irvine, CA         | 2                   | 2                    | 4                  |
|                      | Irvine, CA         | 2                   | 2                    | 5                  |
|                      | Sunnyvale, CA      | 4                   | 2                    | 5                  |

|               |                  |    |   |   |
|---------------|------------------|----|---|---|
|               | Chicago          | 1  | 2 | 5 |
|               | Cincinnati, OH   | 3  | 1 | 5 |
|               | Pax River, MD    | 4  | 1 | 5 |
|               | Walton Beach, FL | 1  | 1 | 5 |
|               | Crane, IN        | 1  | 1 | 5 |
| OPTION YEAR 3 | China Lake, CA   | 8  | 2 | 5 |
|               | China Lake, CA   | 12 | 2 | 2 |
|               | Washington, DC   | 1  | 2 | 5 |
|               | Irvine, CA       | 2  | 2 | 4 |
|               | Irvine, CA       | 2  | 2 | 5 |
|               | Sunnyvale, CA    | 4  | 2 | 5 |
|               | Chicago          | 1  | 2 | 5 |
|               | Cincinnati, OH   | 3  | 1 | 5 |
|               | Pax River, MD    | 4  | 1 | 5 |
|               | Walton Beach, FL | 1  | 1 | 5 |
|               | Crane, IN        | 1  | 1 | 5 |
| OPTION YEAR 4 | China Lake, CA   | 8  | 2 | 5 |
|               | China Lake, CA   | 12 | 2 | 2 |
|               | Washington, DC   | 1  | 2 | 5 |
|               | Irvine, CA       | 2  | 2 | 4 |
|               | Irvine, CA       | 2  | 2 | 5 |
|               | Sunnyvale, CA    | 4  | 2 | 5 |
|               | Chicago          | 1  | 2 | 5 |
|               | Cincinnati, OH   | 3  | 1 | 5 |
|               | Pax River, MD    | 4  | 1 | 5 |
|               | Walton Beach, FL | 1  | 1 | 5 |
|               | Crane, IN        | 1  | 1 | 5 |

## 9.2 Training

As specified by individual task order, the contractor may be required to attend training courses and seminars for the enhancement of technical knowledge. All attendance at training courses must have prior approval by the Contracting Officer's Representative prior to registration for the course.

## 10.0 Period of Performance

The period of performance under this contract will be from 01 August 2005 through 31 July 2010 (Base year plus 4 option years).

## 11.0 Contracting Officer's Representative (COR) and Technical Assistants (TAs)

### COR:

Ms. Marieta Macasieb  
 Naval Air Warfare Center, Weapons Division  
 Code 45C000E/781200E  
 Point Mugu, CA 93042-5001  
 (805) 989-3707 or DSN 351-3707, FAX (805) 989-4830 or DSN 351-4830

### TAs:

Mr. Ira Malarowitz

Naval Air Warfare Center, Weapons Division  
Code 452200E  
Point Mugu, CA 93042-5001  
(805) 989-4667 or DSN 351-4667, FAX (805) 989-4830 or DSN 351-4830

Alternate TA:

Mr. Sydney Au-Yeung  
Naval Air Warfare Center, Weapons Division  
Information & Electronic Warfare Division (IEWD)  
Code 454200E  
Point Mugu, CA 93042-5001  
(805) 989-9289 or DSN 351-9289; FAX (805) 989-1680 or DSN 351-1680

ATTACHMENT 2 - GFP LIST

ATTACHMENT 2

GOVERNMENT FURNISHED PROPERTY LIST

NOTE: This document is included as a separate document and/or file with this solicitation.

ATTACHEMENT 3 - DD254

ATTACHMENT 3

DD254 – CONTRACT SECURITY SPECIFICATION CLASSIFICATION (SPECIMEN)

NOTE: This document is included as a separate document and/or file with this solicitation.

ATTACHMENT 4 - WAGE GRADE

ATTACHMENT 4

WAGE GRADE DETERMINATION

NOTE: This document is included as a separate document and/or file with this solicitation.

EXHIBIT A - CDRLS

EXHIBIT A

DD FORM 1423 - CONTRACT DATA REQUIREMENTS LIST

NOTE: This document is included as a separate document and/or file with this solicitation.

GFP LIST  
For: Solicitation No: N68936-04-R-0023

| Line Item | Category | Description            | Type | Location   | Serial #            | Minor # | Value | Cost  |
|-----------|----------|------------------------|------|------------|---------------------|---------|-------|-------|
| 1         | Scanner  | Cannon DR 5020         | GFP  | Contractor | ID# 63126-064375    | None    | \$    | 6,000 |
| 2         | Scanner  | HP Scanjet 7490C C7710 | GFP  | Contractor | S/N M11029/BR302707 | None    | \$    | 1,000 |

|   |  |  |  |
|---|--|--|--|
| <b>DEPARTMENT OF DEFENSE</b><br><b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b><br><i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort)</i>   |  | <b>1. CLEARANCE AND SAFEGUARDING</b><br>a. FACILITY CLEARANCE REQUIRED<br><b>SECRET</b><br>b. LEVEL OF SAFEGUARDING REQUIRED<br><b>SECRET</b>  |  |
| Ref # <b>PMU4-005</b> Sub #   |  |  |  |
| <b>2. THIS SPECIFICATION IS FOR:</b> (If and complete as applicable)  |  | <b>3. THIS SPECIFICATION IS:</b> (If and complete as applicable)   |  |
| <input type="checkbox"/> a. PRIME CONTRACT NUMBER   |  | <input type="checkbox"/> a. ORIGINAL (Contract date or dates) <span style="float: right;">The (Y/M/D): <b>04/02/24</b></span>  |  |
| <input type="checkbox"/> b. SUBCONTRACT NUMBER  |  | <input type="checkbox"/> b. REVISED (Supersedes all previous specs.) <span style="float: right;">Revision No. <br/> Date (Y/M/D)</span>  |  |
| <input type="checkbox"/> c. REFERENCE TO OTHER DRAWING <b>N68936-D4-R-0023</b> <span style="float: right;">The (Y/M/D):</span>  |  | <input type="checkbox"/> c. FINAL (Complete item 5 in all cases) <span style="float: right;">The (Y/M/D):</span>   |  |
| <b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    If yes, complete the following:<br>Classified material received or generated under _____ (Preceding Contract Number) is transferred to the follow on contract.           |  |  |  |
| <b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    If yes, complete the following:<br>If required to copy and/or request copies _____ retention of the identified classified material is authorized for the period of _____. |  |  |  |
| <b>6. CONTRACTOR (include Commercial and Government Entity (CAGE) Code)</b>   |  |  |  |
| a. NAME, ADDRESS, AND ZIP CODE  |  | b. CAGE CODE                      c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)   |  |
| <h1 style="margin: 0;">SPECIMEN DD 254</h1> <h2 style="margin: 0;">ORIGINATED <u>24 Feb 2004</u></h2> <p style="margin: 0;"><b>THIS DD254 IS A GUIDE FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD254 WILL BE ISSUED UPON AWARD OF CONTRACT.</b></p>  |  |  |  |
| <b>7. SUBCONTRACTOR</b>   |  |  |  |
| a. NAME, ADDRESS, AND ZIP CODE  |  | b. CAGE CODE                      c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)   |  |
| <p style="margin: 0;"><b>THIS DD254 IS A GUIDE FOR BIDDING PURPOSES ONLY. AN ORIGINAL DD254 WILL BE ISSUED UPON AWARD OF CONTRACT.</b></p>  |  |  |  |
| <b>B. ACTUAL PERFORMANCE</b>  |  |  |  |
| a. LOCATION   |  | b. CAGE CODE                      c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)   |  |
| <b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b><br>PROVIDE INFORMATION RESOURCES TECHNICAL SUPPORT SERVICES IN SUPPORT OF THE MISSION OF NAVAL AIR WARFARE CENTER, WEAPONS DIVISION, POINT MUGU, CA.   |  |  |  |
| <b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b>  |  | <b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>   |  |
| a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION   |  | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO    i. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY         |  |
| <input type="checkbox"/> b. RESTRICTED DATA   |  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    ii. RECEIVE CLASSIFIED DOCUMENTS ONLY   |  |
| <input type="checkbox"/> c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION  |  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    iii. RECEIVE AND GENERATE CLASSIFIED MATERIAL   |  |
| <input type="checkbox"/> d. FORMERLY RESTRICTED DATA  |  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    iv. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE   |  |
| <input type="checkbox"/> e. INTELLIGENCE INFORMATION  |  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    v. PERFORM SERVICES ONLY  |  |
| <input type="checkbox"/> (1) Sensitive Compartmented Information (SCI)  |  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    vi. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S. OVERSEAS U.S. POSSESSIONS AND TRUST TERRITORIES |  |
| <input type="checkbox"/> (2) Non-SCI  |  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    vii. BE AUTHORIZED TO USE THE SERVICES OF OFFENSE TECHNICAL INFORMATION   |  |
| <input type="checkbox"/> f. SPECIAL ACCESS INFORMATION  |  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    viii. REQUIRE A COMSEC ACCOUNT  |  |
| <input type="checkbox"/> g. NATO INFORMATION  |  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    ix. HAVE TEMPEST REQUIREMENTS   |  |
| <input type="checkbox"/> h. FOREIGN GOVERNMENT INFORMATION  |  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    x. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS  |  |
| <input type="checkbox"/> i. LIMITED DISSEMINATION INFORMATION   |  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    xi. BE AUTHORIZED TO USE DEFENSE COURIER SERVICE  |  |
| <input type="checkbox"/> j. FOR OFFICIAL USE ONLY INFORMATION   |  | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO    xii. (U) HELD (S) UNCLASSIFIED  |  |
| <input type="checkbox"/> k. OTHER (Specify)   |  | <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO    COMSEC ACCOUNT IS FOR STU III'S   |  |

12. (U) (S) (C) (R) (F) (A) SE - Any information (classified or unclassified) pertaining to the contract that may be needed for justice, dissemination, except as approved by the Internal/External Security Manual (I/EM).

Direct  Through (specify):

**COMMANDER, NAVAL AIR WARFARE CENTER, WEAPONS DIV (741000E), POINT MUGU, CA 93042-5049**

As the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense, Public Affairs, I have reviewed the request for information request for #869426 that is submitted to this agency.

13. SECURITY GUIDANCE: The security classification guidance for the classified effort is identified below. If any anomaly is encountered in applying this guidance to any system, including factors that indicate a need for changes in the guidance, the contractor is authorized and encouraged to provide recommended changes to challenge the guidance or the classification assigned to any information or material furnished or generated under the this contract, and to submit any questions for interpretation of the guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. If it is appropriate for the classified effort, attach or forward under separate cover.

**CLASSIFIED WORK CANNOT BE PERFORMED UNTIL A FACILITY CLEARANCE HAS BEEN OBTAINED AT THE CLASSIFICATION LEVEL REQUIRED IN BLOCKS "1A" AND "1B".**

**CONTRACTORS POSSESSING RECIPROCAL CLEARANCES ARE NOT ELIGIBLE FOR ACCESS TO INFORMATION RELEASED TO OR DEVELOPED UNDER THIS CONTRACT. SUBCONTRACTING TO CONTRACTORS WITH RECIPROCAL CLEARANCES REQUIRES PRIOR USER AGENCY APPROVAL.**

**PRIOR TO THE AUTHORIZATION OF DTIC SERVICES, CONTRACTORS MUST SUBMIT DD FORMS IN ACCORDANCE WITH REQUIREMENTS LISTED IN THE DOD 5220.22-M NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), CHAPTER 11, SECTION 2.**

14. ADDITIONAL SECURITY REQUIREMENTS: Requirements in addition to ISM requirements, are established for this contract. If YES, identify primary contractual element in the contract document first, or provide an addendum statement which identifies the additional requirements. Provide a copy of each requirement to the cognizant security office. Use item 17 if additional space is needed.  Yes  No

**ADDITIONAL SECURITY REQUIREMENTS HAVE BEEN ADDED TO ITEM 13.**

15. Inspections: Elements of the contract are in full the inspection responsibility of the cognizant security office. If Yes, explain and identify specific areas or elements covered and the activity responsible for inspections. Use item 17 if additional space is needed.  Yes  No

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

|  |   |   |
|--|---|---|
| <p>a. TYPE ID NAME OF CERTIFYING OFFICIAL</p> <p><b>Judy Smith</b></p>   | <p>b. TITLE</p> <p>Contracting Officer Security Representative</p>  | <p>c. TELEPHONE (include Area Code)</p> <p>(805) 589-7859 (DSN 351)</p> |
| <p>c. ADDRESS (include Zip Code)</p> <p>COMMANDER<br/>CODE 741000E<br/>NAVAIRWARCENWPNDIV<br/>5751 AVE., SUITE 1<br/>POINT MUGU, CA 93042-5049</p> | <p>17. REQUIRED DISTRIBUTION</p> <p><input checked="" type="checkbox"/> a. CONTRACTOR</p> <p><input type="checkbox"/> b. SUBCONTRACTOR</p> <p><input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME &amp; SUBCONTRACTOR</p> <p><input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY</p> <p><input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTROLLING OFFICER</p> <p><input type="checkbox"/> f. OTHERS AS NECESSARY</p> |   |
| <p>4. SIGNATURE</p> <p><i>Judy Smith</i></p>   |   | <p>741100E, 45C000E (M. MACASIEB)</p>                                   |

P.

DD254 ITEM 13 SUPPLEMENTAL PAGE

AIS PROCESSING WILL BE CONDUCTED IN ACCORDANCE WITH THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM), DOD 5220.22-M, NAVAIR INSTRUCTION 5239.2, SUBJ: NAVAL AIR SYSTEMS COMMAND INFORMATION SYSTEMS SECURITY PROGRAM AND APPROPRIATE LOCAL INFORMATION ASSURANCE (IA) INSTRUCTIONS

CONTRACTOR PERFORMANCE WILL BE AT CONTRACTOR FACILITY, COMMANDER, NAVAL AIR WARFARE WEAPONS DIVISION, POINT MUGU AND CHINA LAKE, CA AND THEIR SITES, AND AT OTHER DOD ACTIVITIES, AND THEIR CONTRACTORS.

FOR ACCESS TO GOVERNMENT LABORATORIES, CONTRACTOR PERSONNEL MUST OBTAIN APPROVAL BY THE COGNIZANT LABORATORY SECURITY MANAGER AND COMPLY WITH ALL GOVERNMENT LABORATORY SECURITY PROCEDURES FOR NON-GOVERNMENT PERSONNEL/VISITORS. APPLICABLE SECURITY PROCEDURES WILL BE PROVIDED ON INITIAL VISIT

THE FOLLOWING SECURITY CLASSIFICATION GUIDES UNDER OPNAVINST 5513.108, ENCLOSURE (10), "TEST RANGES" AND ENCLOSURE (12), "NAVAL COMPUTER SECURITY" WILL BE PROVIDED BY THE USER AGENCY AS REQUIRED

THE CONTRACTOR WILL PERFORM IN ACCORDANCE WITH THE NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPOM) FOR INFORMATION DEVELOPED OR MAINTAINED AT THEIR FACILITY

THE CONTRACTOR WILL PERFORM IN ACCORDANCE WITH SECNAVINST 5510.36 "INFORMATION AND PERSONNEL SECURITY PROGRAM REGULATION" AND ALL APPLICABLE SECURITY REGULATIONS FOR SAFEGUARDING OF CLASSIFIED INFORMATION DEVELOPED OR MAINTAINED AT THE JOB SITES LOCATED AT NAVAL AIR WARFARE CENTER WEAPONS DIVISION, POINT MUGU AND CHINA LAKE, CA.

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

DOCUMENTATION GENERATED AS A RESULT OF THIS CONTRACT WILL BE CLASSIFIED IN ACCORDANCE WITH SOURCE MATERIAL PROVIDED BY THE USER AND WILL CARRY THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTIONS, WARNING NOTICES AND CONTROL MARKINGS APPLICABLE. A LISTING OF SOURCE MATERIAL WILL BE INCLUDED AS A PART OF THE DOCUMENT PREPARED BY THE CONTRACTOR

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

IF DOCUMENTATION IS GENERATED USING SOURCE DOCUMENTS DERIVATIVE CLASSIFICATION WILL BE USED. GENERATED DOCUMENTS WILL BE MARKED IN ACCORDANCE WITH THE SOURCE DOCUMENTS AND PER THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958. A LISTING OF SOURCE MATERIAL IS TO BE INCLUDED AS PART OF THE DOCUMENT PREPARED BY THE CONTRACTOR.

CLASSIFIED MATERIAL GENERATED UNDER THIS CONTRACT WILL BE MARKED WITH THE MOST RESTRICTIVE DOWNGRADING/DECLASSIFICATION INSTRUCTION APPLICABLE PROVIDED BY THE SECURITY CLASSIFICATION GUIDE (S) AND PER THE NEW DERIVATIVE CLASSIFICATION MARKINGS UNDER EXECUTIVE ORDER 12958.

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

ALL TECHNICAL DATA PROVIDED TO THE CONTRACTOR BY THE GOVERNMENT WILL BE PROTECTED FROM DISCLOSURE IN ACCORDANCE WITH THE MARKINGS CONTAINED THEREON. ALL OTHER INFORMATION RELATING TO THE ITEMS TO BE DELIVERED OR SERVICES TO BE PERFORMED UNDER THIS CONTRACT MAY NOT BE DISCLOSED BY ANY MEANS WITHOUT PRIOR APPROVAL OF THE CONTRACTING OFFICER. DISEMINATION OR PUBLIC DISCLOSURE INCLUDES, BUT IS NOT LIMITED TO, PERMITTING ACCESS TO SUCH INFORMATION BY FOREIGN NATIONALS OR BY ANY PERSON OR ENTITY; PUBLICATION OF TECHNICAL OR SCIENTIFIC PAPERS; ADVERTISING, OR ANY OTHER PROPOSED PUBLIC RELEASE. THE CONTRACTOR SHALL PROVIDE ADEQUATE PHYSICAL PROTECTION TO SUCH ACCESS.

ACCESS TO HANDLING, USE AND TRANSPORT OF COMSEC INFORMATION/MATERIAL REQUIRES U.S. CITIZENSHIP, A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, A SPECIAL BRIEFING, AND WRITTEN APPROVAL OF THE COMMANDING OFFICER OF THE USER AGENCY.

ACCESS TO CLASSIFIED COMSEC INFORMATION/MATERIAL REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, U.S. CITIZENSHIP, NEED-TO-KNOW, AND A SPECIAL BRIEFING. NON-U.S. CITIZENS, INCLUDING IMMIGRANT ALIENS, ARE NOT ELIGIBLE FOR ACCESS TO CLASSIFIED COMSEC INFORMATION/MATERIAL. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

PERSONNEL HAVING ACCESS TO COMSEC INFORMATION SHALL BE BRIEFED BY A GOVERNMENT CMS CUSTODIAN.

USE OF STU-III FOR TRANSMISSION OF CLASSIFIED AND/OR SENSITIVE UNCLASSIFIED U.S. GOVERNMENT INFORMATION IS REQUIRED. A COMSEC ACCOUNT WILL BE REQUIRED. GOVERNMENT WILL FURNISH EQUIPMENT FOR THE DURATION OF THIS CONTRACT.

ACCESS TO AND SAFEGUARDING OF COMSEC INFORMATION/MATERIAL WILL BE IN ACCORDANCE WITH DOD 5220 22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPO) AND DOD 5220 22-S, NISPO, COMSEC SUPPLEMENT OF LATEST ISSUE AND ALL SUBSEQUENT CHANGES.

THE INSTALLATION OF COMSEC EQUIPMENT UNDER THE CONFIGURATION CONTROL OF NSA WILL BE IN ACCORDANCE WITH OPNAVINST 2221.3C, 5510.83, NTISI 4000, AND NACSI 4009.

ACCESS TO NATO INFORMATION IS REQUIRED IN THE PERFORMANCE OF THIS CONTRACT. ACCESS TO AND SAFEGUARDING OF NATO INFORMATION SHALL BE IN ACCORDANCE WITH DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL (NISPO) CHAPTER 10, SECTION 7. ACCESS TO NATO INFORMATION REQUIRES A FINAL U.S. GOVERNMENT CLEARANCE AT THE APPROPRIATE LEVEL, NEED-TO-KNOW, AND SPECIAL BRIEFING. USER AGENCY APPROVAL IS REQUIRED PRIOR TO SUBCONTRACTING.

THE CONTRACTOR IS REQUIRED TO PROVIDE OPERATION SECURITY (OPSEC) PROTECTION FOR ALL CLASSIFIED INFORMATION (AS DEFINED BY FAR 4.401) AND SENSITIVE INFORMATION. IN ORDER TO MEET THIS REQUIREMENT, THE CONTRACTOR SHALL DEVELOP, IMPLEMENT AND MAINTAIN A FACILITY LEVEL OPSEC PROGRAM IN ACCORDANCE WITH ATTACHMENT #2, "OPERATIONS SECURITY GUIDANCE FOR CONTRACTORS" DATED AUGUST 1993, AND GUIDANCE PROVIDED THE DEFENSE SECURITY SERVICE (DSS) WILL PERFORM OPSEC INSPECTIONS AS REQUIRED. PRIOR APPROVAL OF THE CONTRACTING ACTIVITY IS REQUIRED BEFORE IMPOSING OPSEC REQUIREMENTS ON A SUBCONTRACTOR.

SECURITY REQUIREMENTS AND SECURITY AGREEMENTS FOR SHARED ACCESS OF SECURITY FUNCTIONS BETWEEN THE GOVERNMENT AND THIS CONTRACTOR HAVE BEEN ADDED TO THIS CONTRACT. SHARED ACCESS WILL BE APPROVED FOR INDIVIDUAL DELIVERY ORDERS.

## **FOR OFFICIAL USE ONLY INFORMATION**

The "For Official Use Only" (FOUO) marking is assigned to information at the time of its creation in a DOD User Agency. It is not authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under exemption 2 through 9 of the Freedom of Information Act.

Other non-security markings, such as "limited Official Use" and "Official Use Only" are used by non-DOD User Agencies for the same type of information and should be safeguarded and handled in accordance with instruction received from such agencies.

Use of the above markings does not mean that the information cannot be released to the public, only that it must be reviewed by the government prior to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions to it.

**Identification Markings.** An unclassified document containing FOUO information will be marked "For Official Use Only" at the bottom of the front cover (if any), on the first page, on each page containing FOUO information on the back page, and on the outside of the back cover (if any). No portion markings will be shown. Within a classified document, an individual page contains both FOUO and classified information will be marked at the top and bottom with the highest security classification of information appearing on the page. If an individual portion contains FOUO information but no classified information, the portion will be marked, "FOUO."

Removal of the "For Official Use Only" marking can only be accomplished by the originator or other competent authority. When the "For Official Use Only" status is terminated, all known holders will be notified to the extent practical.

**Dissemination.** Contractors may disseminate "For Official Use Only" information to their employees and subcontractors who have a need for the information in connection with a classified contract.

**Storage.** During working hours, "For Official Use Only" information shall be placed in an out-of sight location if the work area is accessible to persons who do not have a need for the information. During nonworking hours, the information shall be stored to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks is adequate when internal building security is provided during nonworking hours. When such internal security control is not exercised, locked buildings or rooms will provide adequate after-hours protection or the material can be stored in locked receptacles such as file cabinets, desks, or bookcases.

**Transmission.** "For Official Use Only" information may be sent via first-class mail or parcel post. Bulky shipments may be sent by fourth-class mail. Electronic transmission of FOUO information (voice, data, or facsimile) shall be by approved secure communications systems. All means used shall preclude unauthorized public disclosure.

**Disposition.** When no longer needed, FOUO information may be disposed of by tearing each copy into pieces to preclude reconstructing, and placing it in a regular trash container or as directed by the User Agency.

**Unauthorized Disclosure.** Unauthorized disclosure of "For Official Use Only" information does not constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

WAGE DETERMINATION NO: 94-2071 REV (23) AREA: CA,VENTURA

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WAGE DETERMINATION NO: 94-2071 REV (23) AREA: CA,VENTURA

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR

\*\*\*FOR OFFICIAL USE ONLY BY FEDERAL AGENCIES PARTICIPATING IN MOU WITH  
DOL\*\*\*

| WASHINGTON D.C. 20210

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| Wage Determination No.: 1994-2071

William W.Gross Division of | Revision No.: 23

Director Wage Determinations| Date Of Last Revision: 06/17/2004

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State: **California**

Area: **California County of Ventura**

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

| OCCUPATION CODE - TITLE                                 | MINIMUM WAGE RATE |
|---|-------------------|
| 01000 - Administrative Support and Clerical Occupations |                   |
| 01011 - Accounting Clerk I                              | 11.00             |
| 01012 - Accounting Clerk II                             | 12.52             |
| 01013 - Accounting Clerk III                            | 14.79             |
| 01014 - Accounting Clerk IV                             | 16.80             |
| 01030 - Court Reporter                                  | 17.03             |
| 01050 - Dispatcher, Motor Vehicle                       | 18.52             |
| 01060 - Document Preparation Clerk                      | 13.50             |
| 01070 - Messenger (Courier)                             | 9.17              |
| 01090 - Duplicating Machine Operator                    | 12.52             |
| 01110 - Film/Tape Librarian                             | 15.46             |
| 01115 - General Clerk I                                 | 9.67              |
| 01116 - General Clerk II                                | 10.86             |
| 01117 - General Clerk III                               | 13.40             |
| 01118 - General Clerk IV                                | 16.07             |
| 01120 - Housing Referral Assistant                      | 18.43             |
| 01131 - Key Entry Operator I                            | 11.99             |

|   |       |
|---|-------|
| 01132 - Key Entry Operator II                 | 13.09 |
| 01191 - Order Clerk I                         | 13.64 |
| 01192 - Order Clerk II                        | 14.88 |
| 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              | 18.43 |
| 01290 - Rental Clerk                          | 14.95 |
| 01300 - Scheduler, Maintenance                | 14.98 |
| 01311 - Secretary I                           | 14.98 |
| 01312 - Secretary II                          | 18.40 |
| 01313 - Secretary III                         | 20.12 |
| 01314 - Secretary IV                          | 22.59 |
| 01315 - Secretary V                           | 25.03 |
| 01320 - Service Order Dispatcher              | 14.72 |
| 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     | 13.63 |
| 01510 - Test Examiner                         | 18.40 |
| 01520 - Test Proctor                          | 18.40 |
| 01531 - Travel Clerk I                        | 10.69 |
| 01532 - Travel Clerk II                       | 11.43 |
| 01533 - Travel Clerk III                      | 12.05 |
| 01611 - Word Processor I                      | 14.57 |
| 01612 - Word Processor II                     | 16.35 |
| 01613 - Word Processor III                    | 18.29 |
| 03000 - Automatic Data Processing Occupations |       |
| 03010 - Computer Data Librarian               | 14.72 |
| 03041 - Computer Operator I                   | 14.72 |
| 03042 - Computer Operator II                  | 16.80 |
| 03043 - Computer Operator III                 | 18.43 |
| 03044 - Computer Operator IV                  | 20.68 |
| 03045 - Computer Operator V                   | 22.90 |
| 03071 - Computer Programmer I (1)             | 18.29 |

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|--|-------|
| 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                | 14.72 |
| 05000 - 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 |
| 07000 - 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                                  | 14.84 |
| 07250 - Waiter/Waitress                              | 10.83 |
| 09000 - 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 |

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|---|-------|
| 09130 - Upholsterer   | 17.35 |
| 11030 - 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   | 9.96  |
| 11210 - Laborer, Grounds Maintenance                                  | 12.46 |
| 11240 - Maid or Houseman  | 8.97  |
| 11270 - Pest Controller   | 15.00 |
| 11300 - Refuse Collector  | 13.63 |
| 11330 - Tractor Operator  | 16.32 |
| 11360 - Window Cleaner  | 11.23 |
| 12000 - Health Occupations  |       |
| 12020 - Dental Assistant  | 14.43 |
| 12040 - Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver | 15.29 |
| 12071 - Licensed Practical Nurse I                                    | 14.56 |
| 12072 - Licensed Practical Nurse II                                   | 16.35 |
| 12073 - Licensed Practical Nurse III                                  | 17.06 |
| 12100 - Medical Assistant   | 13.05 |
| 12130 - Medical Laboratory Technician                                 | 14.70 |
| 12160 - Medical Record Clerk  | 13.36 |
| 12190 - Medical Record Technician                                     | 14.88 |
| 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   | 13.82 |
| 12280 - Phlebotomist  | 14.19 |
| 12311 - Registered Nurse I  | 23.27 |
| 12312 - Registered Nurse II   | 28.49 |
| 12313 - Registered Nurse II, Specialist                               | 28.49 |
| 12314 - Registered Nurse III  | 34.45 |
| 12315 - Registered Nurse III, Anesthetist                             | 34.45 |
| 12316 - Registered Nurse IV   | 44.30 |
| 13000 - Information and Arts Occupations                              |       |

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|---|-------|------|
| 13002 - Audiovisual Librarian                                   | 14.86 |      |
| 13011 - Exhibits Specialist I                                   | 18.90 |      |
| 13012 - Exhibits Specialist II                                  | 23.46 |      |
| 13013 - Exhibits Specialist III                                 | 28.71 |      |
| 13041 - Illustrator I   | 18.90 |      |
| 13042 - Illustrator II  | 23.40 |      |
| 13043 - Illustrator III   | 29.04 |      |
| 13047 - Librarian   | 27.18 |      |
| 13050 - Library Technician                                      | 14.43 |      |
| 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 |      |
| 15000 - Laundry, Dry Cleaning, Pressing and Related Occupations |       |      |
| 15010 - Assembler   | 7.94  |      |
| 15030 - Counter Attendant                                       | 7.94  |      |
| 15040 - Dry Cleaner   | 9.52  |      |
| 15070 - Finisher, Flatwork, Machine                             | 7.94  |      |
| 15090 - Presser, Hand   | 7.94  |      |
| 15100 - Presser, Machine, Drycleaning                           | 7.94  |      |
| 15130 - Presser, Machine, Shirts                                | 7.94  |      |
| 15160 - Presser, Machine, Wearing Apparel, Laundry              | 7.94  | 7.94 |
| 15190 - Sewing Machine Operator                                 | 10.07 |      |
| 15220 - Tailor  | 10.63 |      |
| 15250 - Washer, Machine   | 8.45  |      |
| 19000 - Machine Tool Operation and Repair Occupations           |       |      |
| 19010 - Machine-Tool Operator (Toolroom)                        | 17.35 |      |
| 19040 - Tool and Die Maker                                      | 20.27 |      |
| 21000 - Material Handling and Packing Occupations               |       |      |
| 21010 - Fuel Distribution System Operator                       | 17.21 |      |
| 21020 - Material Coordinator                                    | 16.92 |      |
| 21030 - Material Expediter                                      | 16.92 |      |
| 21040 - Material Handling Laborer                               | 11.84 |      |
| 21050 - Order Filler  | 11.51 |      |
| 21071 - Forklift Operator                                       | 12.46 |      |
| 21080 - Production Line Worker (Food Processing)                | 13.08 |      |

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| 21100 - Shipping/Receiving Clerk                             | 12.89 |
| 21130 - Shipping Packer                                      | 12.89 |
| 21140 - Store Worker I                                       | 9.54  |
| 21150 - Stock Clerk (Shelf Stocker; Store Worker II)         | 13.62 |
| 21210 - Tools and Parts Attendant                            | 13.89 |
| 21400 - Warehouse Specialist                                 | 13.89 |
| 23000 - 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                                   | 18.45 |
| 23120 - Bicycle Repairer                                     | 14.54 |
| 23125 - Cable Splicer  | 20.78 |
| 23130 - Carpenter, Maintenance                               | 22.40 |
| 23140 - Carpet Layer   | 17.33 |
| 23160 - Electrician, Maintenance                             | 26.00 |
| 23181 - Electronics Technician, Maintenance I                | 19.39 |
| 23182 - Electronics Technician, Maintenance II               | 21.12 |
| 23183 - Electronics Technician, Maintenance III              | 25.87 |
| 23260 - Fabric Worker  | 16.18 |
| 23290 - Fire Alarm System Mechanic                           | 19.60 |
| 23310 - Fire Extinguisher Repairer                           | 15.05 |
| 23340 - Fuel Distribution System Mechanic                    | 20.47 |
| 23370 - General Maintenance Worker                           | 17.33 |
| 23400 - Heating, Refrigeration and Air Conditioning Mechanic | 19.74 |
| 23430 - Heavy Equipment Mechanic                             | 19.80 |
| 23440 - Heavy Equipment Operator                             | 25.11 |
| 23460 - Instrument Mechanic                                  | 19.60 |
| 23470 - Laborer  | 13.40 |
| 23500 - Locksmith  | 18.45 |
| 23530 - Machinery Maintenance Mechanic                       | 19.97 |
| 23550 - Machinist, Maintenance                               | 21.56 |
| 23580 - Maintenance Trades Helper                            | 13.96 |
| 23640 - Millwright   | 20.44 |
| 23700 - Office Appliance Repairer                            | 18.45 |

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| 23740 - Painter, Aircraft                      | 20.49 |
| 23760 - Painter, Maintenance                   | 18.45 |
| 23790 - Pipefitter, Maintenance                | 19.60 |
| 23800 - Plumber, Maintenance                   | 18.45 |
| 23820 - Pneudraulic Systems Mechanic           | 19.60 |
| 23850 - Rigger                                 | 20.78 |
| 23870 - Scale Mechanic                         | 17.44 |
| 23890 - Sheet-Metal Worker, Maintenance        | 19.60 |
| 23910 - Small Engine Mechanic                  | 17.33 |
| 23930 - Telecommunication Mechanic I           | 19.76 |
| 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                       | 19.60 |
| 23980 - Woodworker                             | 15.05 |
| 24000 - 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 |
| 25000 - Plant and System Operation Occupations |       |
| 25010 - Boiler Tender                          | 20.74 |
| 25040 - Sewage Plant Operator                  | 25.33 |
| 25070 - Stationary Engineer                    | 22.07 |
| 25190 - Ventilation Equipment Tender           | 15.36 |
| 25210 - Water Treatment Plant Operator         | 23.68 |
| 27000 - Protective Service Occupations         |       |
| (not set) - Police Officer                     | 30.60 |
| 27004 - Alarm Monitor                          | 17.02 |
| 27006 - Corrections Officer                    | 21.12 |
| 27010 - Court Security Officer                 | 23.04 |
| 27040 - Detention Officer                      | 21.12 |
| 27070 - Firefighter                            | 23.78 |
| 27101 - Guard I                                | 10.34 |
| 27102 - Guard II                               | 13.45 |
| 28000 - Stevedoring/Longshoremen Occupations   |       |

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|--|-------|--|
| 28010 - Blocker and Bracer                                   | 19.76 |  |
| 28020 - Hatch Tender   | 17.80 |  |
| 28030 - Line Handler   | 17.80 |  |
| 28040 - Stevedore I  | 17.84 |  |
| 28050 - Stevedore II   | 20.30 |  |
| 29000 - Technical Occupations                                |       |  |
| 21150 - Graphic Artist                                       | 24.07 |  |
| 29010 - Air Traffic Control Specialist, Center (2)           | 31.95 |  |
| 29011 - Air Traffic Control Specialist, Station (2)          | 22.03 |  |
| 29012 - Air Traffic Control Specialist, Terminal (2)         | 24.27 |  |
| 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 | 27.62 |  |
| 29040 - Civil Engineering Technician                         | 26.22 |  |
| 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                             | 28.83 |  |
| 29086 - Engineering Technician VI                            | 34.89 |  |
| 29090 - Environmental Technician                             | 19.91 |  |
| 29100 - Flight Simulator/Instructor (Pilot)                  | 33.42 |  |
| 29160 - Instructor   | 26.18 |  |
| 29210 - Laboratory Technician                                | 17.85 |  |
| 29240 - Mathematical Technician                              | 23.09 |  |
| 29361 - Paralegal/Legal Assistant I                          | 18.99 |  |
| 29362 - Paralegal/Legal Assistant II                         | 21.85 |  |
| 29363 - Paralegal/Legal Assistant III                        | 26.74 |  |
| 29364 - Paralegal/Legal Assistant IV                         | 32.32 |  |
| 29390 - Photooptics Technician                               | 23.09 |  |
| 29480 - Technical Writer                                     | 28.62 |  |

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|---|-------|--|
| 29491 - Unexploded Ordnance (UXO) Technician I                        | 20.98 |  |
| 29492 - Unexploded Ordnance (UXO) Technician II                       | 25.39 |  |
| 29493 - Unexploded Ordnance (UXO) Technician III                      | 30.43 |  |
| 29494 - Unexploded (UXO) Safety Escort                                | 20.98 |  |
| 29495 - Unexploded (UXO) Sweep Personnel                              | 20.98 |  |
| 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 |  |
| 31000 - 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 |  |
| 99000 - Miscellaneous Occupations                                     |       |  |
| 99020 - Animal Caretaker  | 11.87 |  |
| 99030 - Cashier   | 12.11 |  |
| 99041 - Carnival Equipment Operator                                   | 13.59 |  |
| 99042 - Carnival Equipment Repairer                                   | 14.64 |  |
| 99043 - Carnival Worker   | 10.30 |  |
| 99050 - Desk Clerk  | 10.43 |  |
| 99095 - Embalmer  | 20.98 |  |
| 99300 - Lifeguard   | 11.03 |  |
| 99310 - Mortician   | 20.98 |  |
| 99350 - Park Attendant (Aide)   | 13.85 |  |
| 99400 - Photofinishing Worker (Photo Lab Tech., Darkroom Tech)        | 12.15 |  |
| 99500 - Recreation Specialist   | 13.82 |  |
| 99510 - Recycling Worker  | 17.94 |  |
| 99610 - Sales Clerk   | 11.24 |  |
| 99620 - School Crossing Guard (Crosswalk Attendant)                   | 9.78  |  |
| 99630 - Sport Official  | 11.03 |  |
| 99658 - Survey Party Chief (Chief of Party)                           | 19.97 |  |
| 99659 - Surveying Technician (Instr. Person/Surveyor Asst./Instr.)    | 16.25 |  |
| 99660 - Surveying Aide  | 11.85 |  |

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|---|-------|
| 99690 - Swimming Pool Operator          | 18.63 |
| 99720 - Vending Machine Attendant       | 15.61 |
| 99730 - Vending Machine Repairer        | 18.63 |
| 99740 - Vending Machine Repairer Helper | 15.61 |

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**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** \$2.59 an hour or \$103.60 a week or \$448.93 a month

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, 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 \*\***

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE**

{Standard Form  
1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the

contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

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

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

## ATTACHMENT 5

### PERSONNEL REQUIREMENTS

SOLICITATION N68936-04-R-0023

#### INFORMATION RESOURCES MANAGEMENT SUPPORT SERVICES

The Contractor shall provide qualified personnel to perform the services required under this contract. The minimum recommended requirements are set forth below.

##### Personnel Qualifications

The contractor shall employ, in the performance of the work specified herein, only personnel who are fully qualified and competent to perform their assigned work, and who possess the minimum qualifications for their respective labor categories. The key personnel assigned to perform under this contract, shall possess comprehensive managerial and technical backgrounds in the various disciplines described in this section.

##### Labor Category Requirements

The experience required in the following paragraphs may have been earned concurrently or consecutively. The educational and experience qualifications of personnel presented in the contractor's proposal, provided such personnel meet or exceed the minimum requirements set forth herein, shall become the standard for personnel performing under the contract by which the contractor shall be bound throughout the contract.

#### 4.1 Management

4.1.1 Program Manager: The Program Manager manages overall contract performance; provides program management that is outside the realm of other technical levels; interfaces directly with Navy personnel in day-to-day program management; provides overall management responsibilities of contract support operations to include approving direct and indirect acquisitions and multiple projects within the contract; organizes, directs and coordinates planning and production of all contract support activities; serves as the authorized point of contact for the contractor; manages all personnel assigned to this contract to include assignment, reassignments and removal of personnel for the effort. This position requires experience in interpreting and administering DOD Directives.

4.1.2 Project Manager: This position requires thorough knowledge of a variety of Naval information systems. Position requires experience in data analysis, systems analysis, developing and analyzing requirements and performing studies and analysis. This position requires experience in interpreting and administering DOD Directives to include finance, personnel relations, supervision and direction of technical programs. This position requires experience in the development, testing and evaluation of information technology systems and system support. Must be capable of planning, organizing, staffing, budgeting and managing large multi-tasking projects and provide customer liaison with Government personnel or other Contractors. Must have in-depth knowledge of Navy reporting systems.

4.2 Senior Management Series: This management category includes Management Analyst, Senior Programmer/Analyst, and Senior Configuration/Data Management. The duties of these management positions are to work with the end user or functional manager to develop requirements documents according to standards set; develop design documentation; perform design reviews; analyze problems and requirements from both a functional and programmatic level; utilize design document to develop code in the language required by the task; assist test teams in testing of developed code; develop operational manuals and maintenance manuals to allow test teams to duplicate a production environment and maintain, compile and produce test data.

4.2.1 Management Analyst: This position requires experience with project or program management of DOD funded projects or programs; experience with establishing policy and procedures; a thorough knowledge of a variety of Naval information systems; experience in data analysis; systems analysis; developing and analyzing requirements; performing studies and analysis; budgeting and management of multi-task projects. Must be capable of supervising other personnel and providing liaison with management. Must have an in-depth knowledge of Navy systems.

4.2.2 Senior Programmer/Analyst: The Senior Programmer/Analyst translates conceptual user requirements into ADP system concepts; develops flow charts; creates program code; debugs and tests computer capabilities according to program specifications; documents system and program specifications and coordinates the activities of programmer personnel toward project completion. The Senior Programmer/Analyst also analyzes requirements for equipment capabilities and determines system functions; designs and documents data systems to accomplish system functions in an optimum manner; specifies computer programs and functions that meet the system design efficiently and provide ease of maintenance and use; develops computer programs in a specified language in accordance with programming standards and provides technical guidance to project team members. Knowledge and experience with SIPRNET, ASP, VBScript, JavaScript, SQL and HTML is highly beneficial.

4.2.3 Senior Configuration/Sr. Data Manager: The Senior Configuration/Sr. Data Manager is responsible for generating/preparing, tracking and reviewing engineering change documentation. This includes Engineering Change Orders (ECOs), Notice of Revisions (NORs), Engineering Change Proposals (ECPs), Engineering Change Notices (ECNs), and Requests for Deviations/Waivers. The Senior CM/DM Specialist must also interface with various Government and OEM CM/DM personnel to identify impact change may have on dependant equipment. They must also represent CM/DM concerns at all Configuration Control Board (CCB) meetings, document board findings, investigate board concerns, finalize the configuration action and disseminate findings. The Senior CM/DM Specialist is responsible for tracking revisions to each configuration action and ensuring the most recent revision is processed. Knowledge and experience with Mil-Std-973 and CMS is beneficial.

#### 4.3 Systems Analyst Series:

4.3.1 Programmer/Analyst: The Programmer/Analyst analyzes system requirements and design specifications; develops block diagrams and logic flowcharts; translates detailed designs into computer coded program instructions; tests, debugs and refines the computer programs; documents procedures used throughout the program and prepares program documentation; revises programs for increased efficiency and provides direction to the Junior Programmer/Analyst. Knowledge and experience working with SIPRNET, ASP, VBScript, JavaScript, SQL and HTML is beneficial.

4.3.2 Junior Programmer/Analyst: The Junior Programmer/Analyst, with supervision, develops, tests and documents computer programs; develops block diagrams, logic flowcharts and coding structures; makes minor modifications in established programs to adapt them to new requirements; programs, debugs and tests computer programs according to program specifications with the assistance of a senior analyst programmer and creates flowcharts and program documentation as required.

#### 4.4 Computer Sciences Series:

4.4.1 Database Administrator: The Database Administrator implements and maintains database management systems on large and small scale developments; establishes logical and physical data models, data storage and access methods; performs DBMS utility functions; establishes and performs DBA functions, incorporating the concepts of information resource management, life cycle management and data security; utilizes a data dictionary as a design mechanism and a data description repository; ensures database integrity and data quality; designs interfaces between the DBMS operating system software, query languages, procedural languages and data dictionary; specifies proper file design, access methods and security procedures and employs database design tools. Knowledge and experience working with collaborative tools such as Geoviz, Access Grid, Keyhole Pro and secure communications equipment such as Radius and Netscreen is beneficial.

4.4.2 Network Administrator: The Network Administrator tests and analyzes all elements of the network facilities including power, software, communications devices, lines, modems and terminals and for the overall integration of the enterprise network. Responsible for the planning design, installation, maintenance, management and coordination of the network. Monitors and controls the performance and status of the network resources. Utilizes software and hardware tools, identifies and diagnoses complex problems and factors affecting network performance. Maintains technical currency and studies vendor products to determine those which best meet client needs. Provides guidance and direction for less experienced network support technicians.

4.4.3 Telecommunications Specialist: The Telecommunications Specialist provides highly specialized input to ADP requirements concerning data communications and data networks; analyzes ADP applications data communication requirements and costs and makes specific recommendations for implementation; defines system communication requirements and develops the communication portion of specifications and other documents; defines communication interface requirements and develops and modifies communication software. Thorough knowledge of Threat Simulation, Wireless Design and Installation, Encryption, Mobile Wireless Communications & Video Transmission, VPNs, Mission Mapping, GPS Tracking Services is preferred. Knowledge and experience working with collaborative tools such as Geoviz, Access Grid, Keyhole Pro and with secure communications equipment such as Radius and Netscreen is beneficial.

4.4.4 Quality Assurance Specialist: The Quality Assurance Specialist develops and conducts actions associated with software and hardware quality assurance (QA) such as technical inspections and reviews, structured walk through, validation testing and audits. Position requires ensuring the quality of products acquired/procured by the Avionics Department or Conventional Strike Weapons Programs. Specific duties are oriented toward ensuring programs achieve and maintain product quality throughout the commodity's life cycle. This involves: 1) monitoring operations and procedures to prevent production defects and verify adherence to quality plans and requirements: 2) The analysis and investigation of adverse quality trends or conditions and initiations of corrective action.

#### 4.5 Subject Matter Experts:

4.5.1 Configuration Management Specialist: The Configuration Management Specialist prepares and compiles: ADP related documentation, POA&Ms, resources annexes, acquisition strategy annexes, support planning annexes, test and evaluation annexes, data communication plans, system specifications, feasibility studies, functional descriptions, user manuals and program maintenance documentation. Must have proven knowledge and ability to apply conventional administrative methods and automated data processing techniques to establish and maintain configuration baselines.

4.5.2 Data Management Specialist: The Data Management Specialist prepares and compiles: ADP related documentation, Contract and CDRL information, Procurement Data Package information, data communication plans, system specifications, feasibility studies, functional descriptions, user manuals and program maintenance documentation. Also assists in editing material written by programmers, analysts, program and project managers, and capable of using graphic techniques to portray technical data.

4.5.3 Technical Writer: The Technical Writer develops system and project software and hardware documentation to include specifications, planning documents, maintenance documents, technical reports and user documentation in accordance with applicable standards and project specifications. The Technical Writer also writes and edits technical material and documentation and uses graphic techniques to portray technical data.

#### 4.6 Administrative Support

4.6.1 Data Entry Clerk: Performs data entry via key-to-disk, on-line terminals and computers; verifies data entered from source documents and utilizes word processing software.

4.6.2 Data Management Clerk: Performs data management support by compiling data and entering into various ADP systems. Ability to organize, file, prepare documentation for scanning and indexing files.

4.6.3 Configuration Management Clerk: Performs configuration management support by developing plans and procedures to ensure the smooth flow of documentation for armament systems/conventional ordnance commodities. May be responsible for a complete project or system and identifies all requirements to ensure that complete Configuration Status Accounting, Identification and Control are accomplished.

4.6.4 Administrative Support Clerk: Performs various administrative support efforts: prepares general technical letters, understanding of database processes and Microsoft 2000 programs, prepare presentations, coordinate tasks for various managers and leads.

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| <b>CONTRACT DATA REQUIREMENTS LIST</b><br><b>(1 Data Item)</b> | <b>Form Approved</b><br><b>OMB No. 0704-0188</b> |
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| 1. DATA ITEM NO.<br>A001 | 2. TITLE OF DATA ITEM<br>PRESENTATION MATERIAL | 3. SUBTITLE<br>N/A |
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| AUTHORITY (Data Acquisition Document No.)<br>DI-ADMN-81373 | 5. CONTRACT REFERENCE<br>SOW PARA 3.1 | 6. REQUIRING OFFICE<br>NAWCWPNS, CODE 45C000E |
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| 7. DD 250 REQ.<br>LT | 9. DIST STATEMENT REQUIRED<br>(SEE 16) | 10. FREQUENCY<br>SEE 16 | 12. DATE OF FIRST SUBMISSION<br>SEE 16 | 14. DISTRIBUTION |           |       |
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| 16. REMARKS<br>Blk 4: Tailor DID as follows: Contractor format is acceptable provided the DID is used as a guideline. Any changes to DID's will be provided with individual Task Orders.<br><br>Block 8, 10,12,13,14, Individual Task Orders shall identify the specific deliverables as they relate to this CDRL, stipulate data delivery dates/schedule (initial and subsequent), who the recipient will be and identify the acceptance and approval by organizational code. The individual Task Orders will stipulate Government review time frames. The Contractor shall have 10 working days to correct unacceptable data deliverables, unless otherwise stipulated in the individual Task Order. Contractor shall provide hard copy and magnetic media such as diskettes as required by individual Task Orders.<br><br>Block 9 Distribution statement to be determined by the Government and stated on the CDRLs provided with each individual Task Order. | CODE 45C000E |  |  |   |   |
|  | 210000E L/O  |  |  | 1 |   |
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| D. SYSTEM/ITEM | 2. CONTRACT<br>N68936-04-R-0023 | F. CONTRACTOR |
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| 1. DATA ITEM NO.<br>A002 | 2. TITLE OF DATA ITEM<br>REPORT, RECORD OF MEETING/MINUTES | 3. SUBTITLE<br>N/A |
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| AUTHORITY (Data Acquisition Document No.)<br>DI-ADMN-81505 | 5. CONTRACT REFERENCE<br>SOW PARA 3.1 | 6. REQUIRING OFFICE<br>NAWCWPNS, CODE 45C000E |
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| 7. DD 250 REQ.<br>LT | 9. DIST STATEMENT REQUIRED<br>(SEE 16) | 10. FREQUENCY<br>SEE 16 | 12. DATE OF FIRST SUBMISSION<br>SEE 16 | 14. DISTRIBUTION                            |           |       |
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| 8. APP CODE<br>N/A   |  |                         | 11. AS OF DATE<br>0                    | 13. DATE OF SUBSEQUENT SUBMISSION<br>SEE 16 | DRAFT     | FINAL |
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| D. SYSTEM/ITEM | 2. CONTRACT<br>N68936-04-R-0023 | F. CONTRACTOR |
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| 1. DATA ITEM NO.<br>A003 | 2. TITLE OF DATA ITEM<br><b>CONTRACTORS PROGRESS, STATUS AND<br/>MANAGEMENT REPORT</b> | 3. SUBTITLE<br>N/A |
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| AUTHORITY (Data Acquisition Document No.)<br>DI-MGMT-80227 | 5. CONTRACT REFERENCE<br>SOW PARA 3.1 | 6. REQUIRING OFFICE<br>NAWCWPNS, CODE 45C000E |
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| 7. DD 250 REQ.<br>LT | 9. DIST STATEMENT REQUIRED<br>(SEE 16) | 10. FREQUENCY<br>SEE 16                     | 12. DATE OF FIRST SUBMISSION<br>SEE 16 | 14. DISTRIBUTION |              |  |
| 8. APP CODE<br>N/A   | 11. AS OF DATE<br>0                    | 13. DATE OF SUBSEQUENT SUBMISSION<br>SEE 16 | a. ADDRESSEE                           |                  | b. COPIES    |  |
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|   | <b>15. TOTAL</b> | 3 | 0 |  |

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**CONTRACT DATA REQUIREMENTS LIST  
(1 Data Item)**

Form Approved  
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| 1. DATA ITEM NO.<br>A004 | 2. TITLE OF DATA ITEM<br>TECHNICAL REPORT-STUDY/SERVICES | 3. SUBTITLE<br>N/A |
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| AUTHORITY (Data Acquisition Document No.)<br>DI-MISC-80508A | 5. CONTRACT REFERENCE<br>SOW PARA 3.2, 3.3., 3.4, 3.8, 3.10 | 6. REQUIRING OFFICE<br>NAWCWPNS, CODE 45C000E |
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| 7. DD 250 REQ.<br>LT | 9. DIST STATEMENT REQUIRED<br>(SEE 16) | 10. FREQUENCY<br>SEE 16                     | 12. DATE OF FIRST SUBMISSION<br>SEE 16 | 14. DISTRIBUTION |           |
| 8. APP CODE<br>N/A   | 11. AS OF DATE<br>0                    | 13. DATE OF SUBSEQUENT SUBMISSION<br>SEE 16 | a. ADDRESSEE                           |                  | b. COPIES |
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| 16. REMARKS<br><br>Blk 4: Tailor DID as follows: Contractor format is acceptable provided the DID is used as a guideline. Any changes to DID's will be provided with individual Task Orders.<br><br>Block 8, 10,12,13,14, Individual Task Orders shall identify the specific deliverables as they relate to this CDRL, stipulate data delivery dates/schedule (initial and subsequent), who the recipient will be and identify the acceptance and approval by organizational code. The individual Task Orders will stipulate Government review time frames. The Contractor shall have 10 working days to correct unacceptable data deliverables, unless otherwise stipulated in the individual Task Order. Contractor shall provide hard copy and magnetic media such as diskettes as required by individual Task Orders.<br><br>Block 9 Distribution statement to be determined by the Government and stated on the CDRLs provided with each individual Task Order. | CODE 45C000E |  | 2 |   |   |
|  | 210000E L/O  |  | 1 |   |   |
|  |              |  |   |   |   |
|  | 15. TOTAL    |  |   | 3 | 0 |

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|--|-------------------|---|-------------------|
| G. PREPARED BY<br>Marieta Macasiab<br>NAVAIRWD | H. DATE<br>040325 | I. APPROVED BY<br> | J. DATE<br>040402 |
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| 17. PRICE GROUP           |
| 18. ESTIMATED TOTAL PRICE |

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| <b>CONTRACT DATA REQUIREMENTS LIST<br/>(1 Data Item)</b> | <b>Form Approved<br/>OMB No. 0704-0188</b> |
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Public reporting burden for this collection of information is estimated to average 220 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 12104, 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 the Contract/PR No. listed in Block E.

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| A. CONTRACT LINE ITEM NO. | B. EXHIBIT<br>A | C. CATEGORY<br>TDP: _____ TM: _____ OTHER: X |
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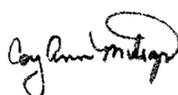
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| D. SYSTEM/ITEM | 2. CONTRACT<br>N68936-04-R-0023 | F. CONTRACTOR |
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| 1. DATA ITEM NO.<br>A005 | 2. TITLE OF DATA ITEM<br>SCIENTIFIC AND TECHNICAL REPORTS | 3. SUBTITLE<br>N/A |
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| AUTHORITY (Data Acquisition Document No.)<br>DI-MISC-80711A | 5. CONTRACT REFERENCE<br>SOW PARA 3.2, 3.3, 3.6, 3.8, 3.10 | 6. REQUIRING OFFICE<br>NAWCWPNS, CODE 45C000E |
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| 7. DD 250 REQ.<br>LT | 9. DIST STATEMENT REQUIRED<br>(SEE 16) | 10. FREQUENCY<br>SEE 16                     | 12. DATE OF FIRST SUBMISSION<br>SEE 16 | 14. DISTRIBUTION |           |       |
| 8. APP CODE<br>N/A   | 11. AS OF DATE<br>0                    | 13. DATE OF SUBSEQUENT SUBMISSION<br>SEE 16 | a. ADDRESSEE                           |                  | b. COPIES |       |
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| 16. REMARKS<br><br>Blk 4: Tailor DID as follows: Contractor format is acceptable provided the DID is used as a guideline. Any changes to DID's will be provided with individual Task Orders.<br><br>Block 8, 10,12,13,14, Individual Task Orders shall identify the specific deliverables as they relate to this CDRL, stipulate data delivery dates/schedule (initial and subsequent), who the recipient will be and identify the acceptance and approval by organizational code. The individual Task Orders will stipulate Government review time frames. The Contractor shall have 10 working days to correct unacceptable data deliverables, unless otherwise stipulated in the individual Task Order. Contractor shall provide hard copy and magnetic media such as diskettes as required by individual Task Orders.<br><br>Block 9 Distribution statement to be determined by the Government and stated on the CDRLs provided with each individual Task Order. | CODE 45C000E |  | 2 |   |
|  | 210000E L/O  |  | 1 |   |
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|  | 15. TOTAL    |  | 3 | 0 |

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| G. PREPARED BY<br>Marieta Macasiab<br>NAVAIRWD | H. DATE<br>040325 | I. APPROVED BY<br> | J. DATE<br>040402 |
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| 17. PRICE GROUP           |
| 18. ESTIMATED TOTAL PRICE |

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| <b>CONTRACT DATA REQUIREMENTS LIST<br/>(1 Data Item)</b> | <b>Form Approved<br/>OMB No. 0704-0188</b> |
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| A. CONTRACT LINE ITEM NO. | B. EXHIBIT<br>A | C. CATEGORY<br>TDP: _____ TM: _____ OTHER: X |
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| D. SYSTEM/ITEM | 2. CONTRACT<br>N68936-04-R-0023 | F. CONTRACTOR |
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| 1. DATA ITEM NO.<br>A006 | 2. TITLE OF DATA ITEM<br>TEST, DESIGN, ASSESSMENT REPORT | 3. SUBTITLE<br>N/A |
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| AUTHORITY (Data Acquisition Document No.)<br>DI-ATTS-81273 | 5. CONTRACT REFERENCE<br>SOW PARA 3.3,3.4,3.5, 3.7, 3.8, 3.10 | 6. REQUIRING OFFICE<br>NAWCWPNS, CODE 45C000E |
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| 7. DD 250 REQ.<br>LT | 9. DIST STATEMENT REQUIRED<br>(SEE 16) | 10. FREQUENCY<br>SEE 16                     | 12. DATE OF FIRST SUBMISSION<br>SEE 16 | 14. DISTRIBUTION |           |       |
| 8. APP CODE<br>N/A   | 11. AS OF DATE<br>0                    | 13. DATE OF SUBSEQUENT SUBMISSION<br>SEE 16 | a. ADDRESSEE                           |                  | b. COPIES |       |
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| 17. PRICE GROUP           |
| 18. ESTIMATED TOTAL PRICE |

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|  | 15. TOTAL    |  | 3 | 0 |

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| G. PREPARED BY<br>Marieta Macasiab<br>NAVAIRWD | H. DATE<br>040325 | I. APPROVED BY<br> | J. DATE<br>040402 |
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| <b>CONTRACT DATA REQUIREMENTS LIST<br/>(1 Data Item)</b> | Form Approved<br>OMB No. 0704-0188 |
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| A. CONTRACT LINE ITEM NO. | B. EXHIBIT<br>A | C. CATEGORY<br>TDP: _____ TM: _____ OTHER: X |
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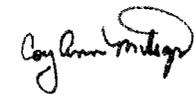
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| D. SYSTEM/ITEM | 2. CONTRACT<br>N68936-04-R-0023 | F. CONTRACTOR |
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| 1. DATA ITEM NO.<br>A007 | 2. TITLE OF DATA ITEM<br><b>CONTRACTORS CONFIGURATION<br/>MANAGEMENT PLAN</b> | 3. SUBTITLE<br>N/A |
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| AUTHORITY (Data Acquisition Document No.)<br>DI-CMAN-80858B | 5. CONTRACT REFERENCE<br>SOW PARA 3.2, 3.3, 3.6 | 6. REQUIRING OFFICE<br>NAWCWPNS, CODE 45C000E |
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| 7. DD 250 REQ.<br>LT | 9. DIST STATEMENT REQUIRED<br>(SEE 16) | 10. FREQUENCY<br>SEE 16                     | 12. DATE OF FIRST SUBMISSION<br>SEE 16 | 14. DISTRIBUTION |           |       |
| 8. APP CODE<br>N/A   | 11. AS OF DATE<br>0                    | 13. DATE OF SUBSEQUENT SUBMISSION<br>SEE 16 | a. ADDRESSEE                           |                  | b. COPIES |       |
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| 16. REMARKS<br>Blk 4: Tailor DID as follows: Contractor format is acceptable provided the DID is used as a guideline. Any changes to DID's will be provided with individual Task Orders.<br><br>Block 8, 10,12,13,14, Individual Task Orders shall identify the specific deliverables as they relate to this CDRL, stipulate data delivery dates/schedule (initial and subsequent), who the recipient will be and identify the acceptance and approval by organizational code. The individual Task Orders will stipulate Government review time frames. The Contractor shall have 10 working days to correct unacceptable data deliverables, unless otherwise stipulated in the individual Task Order. Contractor shall provide hard copy and magnetic media such as diskettes as required by individual Task Orders.<br><br>Block 9 Distribution statement to be determined by the Government and stated on the CDRLs provided with each individual Task Order. | CODE 45C000E |  | 2 |   |
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|  | 15. TOTAL    |  | 3 | 0 |

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| G. PREPARED BY<br>Marieta Macasiab<br>NAVAIRWD | H. DATE<br>040325 | I. APPROVED BY<br> | J. DATE<br>040402 |
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| 17. PRICE GROUP           |
| 18. ESTIMATED TOTAL PRICE |

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| <b>CONTRACT DATA REQUIREMENTS LIST<br/>(1 Data Item)</b> | <b>Form Approved<br/>OMB No. 0704-0188</b> |
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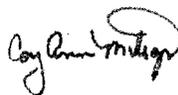
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| D. SYSTEM/ITEM | 2. CONTRACT<br>N68936-04-R-0023 | F. CONTRACTOR |
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| 1. DATA ITEM NO.<br>A008 | 2. TITLE OF DATA ITEM<br><b>TRAINING PROGRAM STRUCTURE DOCUMENT</b> | 3. SUBTITLE<br>N/A |
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| AUTHORITY (Data Acquisition Document No.)<br>DI-ILSS-81521B | 5. CONTRACT REFERENCE<br>SOW PARA3.9 | 6. REQUIRING OFFICE<br>NAWCWPNS, CODE 45C000E |
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| 7. DD 250 REQ.<br>LT | 9. DIST STATEMENT REQUIRED<br>(SEE 16) | 10. FREQUENCY<br>SEE 16 | 12. DATE OF FIRST SUBMISSION<br>SEE 16      | 14. DISTRIBUTION |  |           |       |
| 8. APP CODE<br>N/A   |  | 11. AS OF DATE<br>0     | 13. DATE OF SUBSEQUENT SUBMISSION<br>SEE 16 | a. ADDRESSEE     |  | b. COPIES |       |
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|  | 210000E L/O  |  | 1 |   |
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|  | 15. TOTAL    |  |   | 0 |

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| G. PREPARED BY<br>Marieta Macasiab<br>NAVAIRWD | H. DATE<br>040325 | I. APPROVED BY<br> | J. DATE<br>040402 |
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| 17. PRICE GROUP           |
| 18. ESTIMATED TOTAL PRICE |

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| <b>CONTRACT DATA REQUIREMENTS LIST<br/>(1 Data Item)</b> | <b>Form Approved<br/>OMB No. 0704-0188</b> |
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| A. CONTRACT LINE ITEM NO. | B. EXHIBIT<br>A | C. CATEGORY<br>TDP: _____ TM: _____ OTHER: X |
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| D. SYSTEM/ITEM | 2. CONTRACT<br>N68936-04-R-0023 | F. CONTRACTOR |
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| 1. DATA ITEM NO.<br>A009 | 2. TITLE OF DATA ITEM<br>TRAINING MATERIALS | 3. SUBTITLE<br>N/A |
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| AUTHORITY (Data Acquisition Document No.)<br>DI-ILSS-80872 | 5. CONTRACT REFERENCE<br>SOW PARA 3.9 | 6. REQUIRING OFFICE<br>NAWCWPNS, CODE 45C000E |
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| 7. DD 250 REQ.<br>LT | 9. DIST STATEMENT REQUIRED<br>(SEE 16) | 10. FREQUENCY<br>SEE 16 | 12. DATE OF FIRST SUBMISSION<br>SEE 16 | 14. DISTRIBUTION                            |           |       |
|                      |  |                         |  | a. ADDRESSEE                                | b. COPIES |       |
| 8. APP CODE<br>N/A   |  |                         | 11. AS OF DATE<br>0                    | 13. DATE OF SUBSEQUENT SUBMISSION<br>SEE 16 | DRAFT     | FINAL |
|                      |  |                         |  |   | REG       | REPRO |

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| 17. PRICE GROUP           |
| 18. ESTIMATED TOTAL PRICE |

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|  |              |   |   |  |
|  | 210000E L/O  | 1 |   |  |
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|  | 15. TOTAL    | 3 | 0 |  |

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| G. PREPARED BY<br>Marieta Macasiab<br>NAVAIRWD | H. DATE<br>040325 | I. APPROVED BY<br> | J. DATE<br>040402 |
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**CDRL/DID LIST**

|      |                 |   |
|------|-----------------|---|
| A001 | DI-ADMN-81373   | Presentation Material                               |
| A002 | DI-ADMN-81505   | Report, Record of Meeting/Minutes                   |
| A003 | DI-MGMT-80227   | Contractor's Progress, Status and Management Report |
| A004 | DI-MISC- 80508A | Technical Report-Study/Services                     |
| A005 | DI-MISC-80711A  | Scientific and Technical Reports                    |
| A006 | DI-ATTS-81273   | Test, Design, Assessment Report                     |
| A007 | DI-CMAN-80858B  | Contractor's Configuration Management Plan          |
| A008 | DI-ILSS-81521B  | Training Program Structure Document                 |
| A009 | DI-ILSS-80872   | Training Materials                                  |