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Document Coversheet

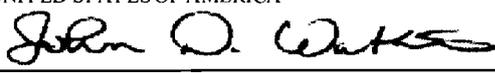
Document Description

CONTRACT: N68936-07-D-0025

- This document has been released in its entirety.**
- Portions of this document have been excised pursuant to the Freedom of Information Act. The applicable portion(s) excised and the exemption(s) applied are indicated below.**
- Exemption (b)(1) Information excised is properly and currently classified in the interest of national defense or foreign policy.
- Exemption (b)(2) Information excised is related solely to the internal rules and practices of the Agency.
- Exemption (b)(3) Information excised is specifically exempt from disclosure by an Executive Order or Statute. Specifically:
- Exemption (b)(4) Information excised is commercial or financial information received from outside the Government and is likely to cause substantial harm to the competitive position of the source providing the information.
- Exemption (b)(5) Information excised is internal advice, recommendations, or subjective evaluations pertaining to the decision-making process of the Agency.
- Exemption (b)(6) Information excised is Personal information which if disclosed would result in an unwarranted invasion of personal privacy.
- Exemption (b)(7) Information excised is investigatory records or information compiled for law enforcement purposes.
- Exemption (b)(8) Information excised is records for the use of any agency responsible for the regulation or supervision of financial institutions.
- Exemption (b)(9) Information excised is records containing geological and geophysical information (including maps) concerning wells.
-

Please direct inquiries regarding this document to:

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

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)			RATING	PAGE OF PAGES 1 41	
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-07-D-0025		3. EFFECTIVE DATE 01 Mar 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 0010192529			
5. ISSUED BY CDR NAWCWD CODE 210000D ATTN: S. LAMBERT (760) 939-7652 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMA PALMDALE 40015 SIERRA HIGHWAY SUITE B110 PALMDALE CA 93550			CODE S0303A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) SAALEX CORPORATION TRAVIS MACK DBA: SAALEX SOLUTIONS, INC. 1721 PACIFIC AVENUE SUITE # 180 OXNARD CA 90033-3188				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
CODE 1T4Z9		FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM	
11. SHIP TO/MARK FOR See Schedule		CODE		12. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [X] 10 U.S.C. 2304(c)(5) [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$3,461,834.00 EST	
16. TABLE OF CONTENTS							
(X) SEC.	DESCRIPTION		PAGE(S)	(X) SEC.	DESCRIPTION		PAGE(S)
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X	D	PACKAGING AND MARKING	14	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	15	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
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X	G	CONTRACT ADMINISTRATION DATA	19 - 23	L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 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 N68936-07-R-0013-0003 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 JOHN D WATKINS / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-8158 EMAIL: john.d.watkins@navy.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY 		20C. DATE SIGNED 26-Feb-2007	
BY _____ (Signature of person authorized to sign)				BY _____ (Signature of Contracting Officer)			

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

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

Contracting Officer:

Name: John Watkins
Phone: (760) 939-8158
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NAVAIRWARCENWPNDIV
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CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 21000D (J. WATKINS)
NAVAIRWARCENWPNDIV
BLDG 982, MAIL STOP 4015
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Contract Specialist:

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FAX: (760) 939-4241
Email address: shaleen.lambert@navy.mil

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CODE 210000D (S. LAMBERT– 760-939-7652)
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CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 21000D (S. LAMBERT)
NAVAIRWARCENWPNDIV
BLDG 982, MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Contracting Officer Representative:

Name: Charles Diacono
Phone: (805) 484-6505
DSN: 893-6505
Email address: charles.diacono@navy.mil

U.S. Postal Service Mailing Address:

**COMMANDER
CODE 47J2700E (C. DIACONO 805-484-6505)
NAVAIRWARCENWPNDIV
PACIFIC COAST HIGHWAY 1
POINT MUGU, CA 93042**

Direct Delivery Address (UPS, FedEx, etc):

**COMMANDER
CODE 47J2700E (C. DIACONO)
NAVAIRWARCENWPNDIV
PACIFIC COAST HIGHWAY 1
POINT MUGU, CA 93042**

ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

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

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Precision Strike WPNS Support CPFF Programmatic, administrative, financial, and technical support of Precision Strike Weapons (PSW) Technical Project Office (TPO) located at Point Mugu, California in accordance with Performance Work Statement (PWS) contained Section C herein. FOB: Destination PURCHASE REQUEST NUMBER: 0010192529	46,035	Hours		
				MAX COST	\$3,270,220.00 (EST.)
				FIXED FEE	\$191,614.00
				TOTAL MAX COST + FEE	\$3,461,834.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	AMOUNT NSP
0002	Data In accordance with DD 1432, Contract Data Requirements List (CDRL), Exhibit A herein.	

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The level of effort estimated to be ordered during the term of this contract is 46,035 man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of total man-hours of direct labor per year are:

	Year 1	Year 2	Year 3	Total
Hours	15,345	15,345	15,345	46,035

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

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

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

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

(d) Completion Form Task Orders.

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

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

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

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

(e) Term Form Task Orders.

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

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

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

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

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

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

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

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

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

(4) In the event that less than one hundred (100%) percent of the established level of effort of a term order (or if said level of effort has been previously revised upward, of the fee bearing portion of the additional hours by which

the level of effort was last increased) is actually expended by the completion date of the contract, the Government shall have the option of:

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

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

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

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT**PRECISION STRIKE WEAPONS (PSW)
TECHNICAL PROJECT OFFICE (TPO)**

1.0 Background. The Naval Air Warfare Center Weapons Division (NAWCWD) Precision Strike Weapons (PSW) Technical Project Office (TPO) provides comprehensive full life-cycle management support to PSW In-Service commodities from acquisition, to production, production improvement, and eventual demilitarization of the commodity. The PSW TPO provides overall management and responsibility in the following areas: Basic Design Engineering (BDE), In-Service Engineering (ISE), Production Engineering Support (PES), Integrated Logistics Support (ILS), Foreign Military Sales (FMS), Administrative Support, Financial Support, Configuration/Data Management (CM/DM), and Quality Assurance (QA) support related to General Purpose Bombs, Practice Bombs, Laser Guided Bombs, Cluster Bombs, and Fuzes. The PSW TPO coordinates all In-Service efforts with Naval Air Systems Command (NAVAIR), Air Force, and Army activities and retains configuration control of all In-Service procurement data packages.

1.1 Performance Based Contract Scope. The contractor shall participate as a team member of the PSW TPO to support the following tasking more fully described in Section 3.0 herein and described specifically in each task order issued under this contract.

- Program Management
- Data/Information Handling and Management
- Budget Support
- Administrative Management,
- Data Entry/Data Management
- Technical Resource Center/Document and Image Processing
- Logistics and Configuration Management
- In-Service Commodity and Fleet Support
- Subject Matter Expertise specializing in analysis, validation and verification of engineering documentation

As part of the PSW TPO team, the contractor may be required to perform tasking in support of other Department of Defense (DoD), non-DoD, or Joint agencies for work that is integrally related to product areas and mission. Services provided under this PWS may include new product areas, programs, or missions assigned to these activities during the life of the task order.

1.2 Performance Based Task Orders (TO). The government anticipates that approximately 80 percent of the task orders issued under this contract will be performance based and will include a quality assurance plan identifying performance standards and measures.

2.0 Applicable Documents. The government will provide all necessary reference documents not generally available to the contractor when required in individual task orders. Throughout the life of the contract, if any instructions or document is replaced or superseded, the replacement or superseding instruction or document shall be applicable to these requirements as defined by the individual task order.

3.0 Requirements. As a team member of PSW TPO, the contractor shall provide programmatic, technical, engineering, financial planning, and administrative services at NAWCWD, Point Mugu and China Lake locations. Tasking to be performed is described in the following paragraphs.

3.1 Program Management. The contractor shall develop, review, and distribute written documentation, reports, briefing materials, viewgraphs, meeting minutes, budgets, obligation/expenditure reports, and other materials in accordance with (IAW) CDRL A001, A002, A003, and A004. Program Management tasking will not include the performance of inherently governmental functions as described in Federal Acquisition Regulation (FAR) Part 7.503.

3.1.1 Create, track, maintain, and update Program/Project integration Plan of Action and Milestones (POA&M), integrated baselines (workload, financial, and resource planning), business/project plans, technical and engineering program/project requirements, project risk assessments, program/project funds expenditures, expiring funds, financial trends, program/project executive summaries.

3.1.2 Track, update, input workload planning information in support of the PSW TPO. Data development and database population to include data entry/updates of multi-year workload and cost planning, management of carry-over multiple funding sources, and setting of annual baselines (labor, material, procurement status, travel, etc).

3.1.3 Utilizing data compiled from various government performance tracking systems, develop and maintain critical, continuous key performance indicators assisting major stakeholders in cost, schedule, and performance project assessments. Effort includes analysis and review of each report for accuracy and completeness. Additionally, this effort includes identification, reporting of trends and anomalies and recommendations for problem resolution. Examples of performance indicators include:

- (a) Project Expenditure Trends – compare baseline projections to actual expenditures; review and follow government guidance for developing funding and expenditure forecasts using labor, material, travel, training, service cost center, and other expense categories.
- (b) Funding level projection and expenditures by appropriation.
- (c) Production Control – first pass yields, output levels, workload capacity, efficiency rates, production deliveries, and lost time.
- (d) Integrated project schedule milestone progress and risk area assessment.
- (e) Hardware Delivery – review of production progress, material delivery dates, and tracking of project milestones.

3.1.4 Input, update, and distribute the PSW Commodity CD-Rom.

3.1.5 Attend, document and present program-related information in support of briefings and technical reviews such as program reviews, field planning conferences, engineering reviews, System Safety Working Group Meetings (SSWG), Fuze Center of Excellence (CoE), Program Management Reviews (PMRs), Physical Configuration Audits (PCA), Production Readiness Reviews (PRRs), pre-award surveys, post award conferences, first article tests, weekly telecons and monthly Integrated Program Team (IPT) meetings. Prepare and distribute meeting minutes, action items, and status updates. Arrange for meeting facilities. Prior to securing the facilities, the contractor shall receive pre-approval from the government and concurrence that government funding is available for use of the facility.

3.1.6 Provide support to DoD PSW IPT initiatives in such areas as assisting with roadmap development, status updates and conduct market surveys to assess industry ability to support TPO objectives.

3.1.7 Prepare and present briefing materials that are multi-faceted and vary with each briefing packet. Packet material may include presentation outlines, templates, scripts, spreadsheets, charts, graphics, text/tabular data, video, photos, and engineering schematics. Material utilized includes updates of previous briefings or newly generated data. Common briefing material packets will be developed and presented in Microsoft PowerPoint formats or other mutually agreed upon media.

3.1.8 Develop, prepare and maintain program reports, such as Microsoft Project plans/schedules, Excel spreadsheets, and action item tracking for use in the reporting and reviews of the various projects being supported by the PSW TPO.

3.1.9 Prepare draft plans, milestones and schedules, white papers, point papers, executive briefs and other documents to comply with program requirements.

3.1.10 Assist in the establishment of technical data tracking systems and in the control and dissemination of materials supporting the projects associated with the PSW TPO.

3.1.11 Provide weekly and monthly progress reports detailing progress of programs and projects for submittal to program or project sponsors. Information for the preparation of each report shall be obtained from government personnel. Identify existing or future problems and provide recommended solutions when requested by the government.

3.2 Data/Information Handling and Management. The contractor shall perform the following tasks and report IAW CDRL A001, A002, and A005.

3.2.1 As a team member of the PSW TPO, participate in the development and implementation of project plans and execution of project activities.

3.2.2 Provide data/information handling and management support of the PSW Management Information System (MIS) system, and the Navy's All Weapons Information System. This effort includes consolidation and integration of existing information/data into approved government applications/databases. Examples of the databases include PSW Commodities, FY Budget Data Entry and Reporting, Action Items, and Weekly Highlight Data Entry and Reporting.

3.2.3 Assist in the analysis, design, development, and deployment of methods and processes to gather, format, and present information extracted from government databases.

3.2.4 Assist in design evaluations, interface requirements definition, and design and testing activities.

3.2.5 Assist in the development of systems architecture designs, studies, and capacity planning.

3.2.6 Participate in peer reviews to determine the quality of the data processed.

3.2.7 Create, revise, verify and validate PSW commodity information residing in Airborne Weapons Information System (AWIS) database.

3.2.8 Develop and update desk book procedures for use of budget system, baseline reports, and weekly highlight reports.

3.2.9 Attend and participate in periodic project meetings and provide project and workload status as required by the government.

3.3 Budget Support. The contractor shall perform the following tasks and report IAW CDRL A005, A006, and A007. Tasking shall not include the determination of budget policy, guidance, and strategy.

3.3.1 Plan, generate, document process definition, and develop guidance and internal communications in support of the PSW TPO budgeting process utilizing the PSW Budget Web Application Hosted on the Navy's AWIS system.

3.3.2 Assist the PSW TPO and Financial Analysts in evaluating budget submission requirements and drafting procedures for use by PSW TPO personnel and field activities.

3.3.3 Review budget submissions for conformance to financial policy. Assist in the verification and validation of budget submissions.

3.3.4 Analyze changes between prior submissions and the current submission.

3.3.5 Consolidate inputs into one comprehensive NAVAIR PSW TPO budget and draft the budget submission report for the requiring office.

3.3.6 Prepare and maintain PSW TPO fiscal year budget schedule and display chart to ensure milestones and submission dates are met.

3.3.7 Review financial data for accuracy and completeness and provide a report of any findings with corrective recommendations and supporting rationale.

3.3.8 Prepare fiscal year budget packages for Pre and Post Field Activity Planning Conferences (FAPC) and Execution milestones.

3.3.9 Update budget data throughout fiscal year while maintaining and retaining the baseline, scope, funding and modification documentation.

3.3.10 Develop, update, manage, analyze, extract or manipulate various types of financial data in a TO specified format and verify the accuracy of the data.

3.3.11 Utilize government approved software programs such as Microsoft Office Suite, Microsoft Exchange/Outlook and Windows 2000 to support Program Managers and Financial Analysts in the creation of financial data and financial reports such as Task Breakdown Structures (TBS), Task Work Plans (TWP), and Team Assignment Agreements (TAA).

3.3.12 Generate financial reports in response to various program/project data calls. Reporting requirements will be clarified through the PSW TPO and/or Financial Analyst.

3.3.13 Maintain reports in historical files hosted on AWIS.

3.3.14 Perform data collection, organize and respond to ad hoc data calls.

3.4 Administrative Management. The contractor shall perform the following tasks and report IAW CDRL A005 and A00A. The government will initiate tasking by placement of the tasking document in an inbox. Contractor completion of the task shall be confirmed by documentation of status on the tasking document and placement in an outbox from which the government will retrieve the documentation.

3.4.1 Provide administrative support to the PSW TPO to include maintenance of meeting/appointment calendars, establishing and maintaining appointments, arrangement for conference meetings, and assembly and distribution of PSW TPO materials. Additional responsibilities include preparation of correspondence, travel orders, file maintenance, office supply maintenance, shipping preparation, and telephone support.

3.4.2 When new administrative procedures are necessary, the contractor shall make recommendations to the government for change in the procedures prior to implementation of the changes. With government consent, the contractor shall update, clarify, manage and distribute administrative procedures and guidance.

3.4.3 Assist incoming visitors by preparing meeting badges and monitoring sign-in sheets in support of meetings and conferences.

3.4.4 Stock, monitor, and report to the government status of the government office supply inventory. This task does not include procurement of office supplies.

3.5 Data Entry/Data Management. The contractor shall electronically input and manage information into numerous Navy databases, utilizing current government approved software programs such as Microsoft Office Suite, Microsoft Exchange/Outlook, Windows 2000, PSW Commodities & Budget database, PSW Action Item Tracking System, PSW Weekly Highlight System, Production Schedule System, and the Deficiency Reporting System (DRWEB). Data will be hosted on the government's Configuration and Data Management Support System (CADMSS), Library of Electronic Data System (LEDS) and AWIS.

3.6 Technical Resource Center/Document and Image Processing. The contractor shall support the following tasks.

3.6.1 Maintain the Technical Resource Center/Library stowage of all unclassified project specific documentation.

3.6.2 Catalog and maintain inventories of common data and implement a library check out system to track location of documents in support of PSW TPO projects. Resource Center inventory will be updated monthly, at a minimum. Inventory will be maintained by the government and hosted on AWIS.

3.6.3 Maintain stowage for both paper copy and electronic data. This tasking includes catalog and scanning to the PSW Web System, CDROM, or AWIS.

3.6.4 Perform document research tasking utilizing the Navy's Internet, Program Executive Office web-portals, and other research techniques to find required data.

3.7 Logistics and Configuration Management. The contractor shall ensure Fleet operational readiness through life-cycle support of PSW TPO commodities, supportability, planning, integrated logistics support, obsolescence management, engineered solutions, and integrated modernization support by performing the following tasks and report IAW CDRL A006, A007, and A008.

3.7.1 The contractor shall update and sustain ILS documentation to reflect the latest system baseline configuration through testing, Engineering Change Proposals (ECPs), and the lifecycle of the document or until deemed not necessary by the government. Such documentation includes the Acquisition Logistics Support Plan (ALSP), Maintenance Plan (MP), Interim Supply Support Plan (ISSP), Support Equipment Recommendation Data Sheets (SERDS), Technical Manual (TM) and Checklists, Training Course Material, and Demilitarization/Disposal Plan, among others.

3.7.2 In accordance with the PSW Internal Configuration Control Plan, the contractor shall review selected Technical Data Packages (TDPs) using established government top-down breakdown procedures to verify and validate accuracy and completeness.

3.7.3 Prepare, review, and process documentation supporting ECPs, Notices of Revision (NORs), Requests for Deviation/Waivers (RFD/W) in accordance with the PSW Internal Configuration Control Plan (ICCP).

3.7.4 Prepare, package, and ship components in support of PSW TPO.

3.8 In-Service Commodity and Fleet Support. The contractor shall support the following tasks and report IAW CDRL A005 and A00B.

3.8.1 Prepare and ensure that the detailed technical data documentation necessary for commodity system support reflects the latest design, configuration, integration, and installation concepts. Technical documentation may be in the form of paper, electronic (digital) or interactive computer systems.

3.8.2 Review PSW TPO documentation and provide recommendations for instructions and guidelines to be used during reviews, pre-award surveys, post-award conferences, first article tests, and other technical meetings.

3.8.3 Provide support to Engineering Investigations (EI) to determine root causes of problems encountered. Document short term and permanent recommended solutions to avoid repetition of the problem.

3.9 Subject Matter Expertise (SME) Support. The contractor shall provide high level subject matter expertise specializing in analysis, validation, and verification of engineering documentation related to various PSW commodities.

4.0 Deliverables and Delivery Schedule. The contractor shall provide deliverables on the delivery schedules cited within the individual TOs and Exhibit A, DD 1423, Contract Data Requirements List (CDRLs).

5.0 Special Considerations.

5.1 Security. During performance of this contract, the contractor may need access to classified material up to and including the SECRET level. Access will be limited to the individuals' security clearance level and need to know. The contractor shall comply with all Security procedures specified in DD 254, Department of Defense Contract Security Classification Specification. All classified material shall be handled in accordance with approved security practices and procedures.

5.2 Place of Performance. As identified at the TO level, contract performance may take place at a government facility or a contractor facility located at Point Mugu and/or China Lake, California. The contractor's proposal for each TO shall identify performance location(s) and each TO will confirm the performance location(s).

5.3 Travel. During performance of a TO, the contractor may be required to perform local and non-local travel to support the tasking. Prior to the start of non-local travel, the contractor shall obtain written approval from the Technical Point of Contact (TPOC). The local travel will be between the contractor's facility and government facilities at NAWCWD sites at Point Mugu and China Lake, California.

5.4 Training. As identified at the TO level, the contractor may be required to attend user training on new program or application features, interfaces, or requirements. All training shall be pre-approved in writing by the government.

5.5 Government Furnished Information (GFI)/Government Furnished Property (GFP). As required to support a TO, the contractor will be authorized to use GFI or GFP identified in the GFI/GFP list incorporated into the basic contract at award or via contract modification. Upon receipt of a task order Request For Proposal (RFP), the contractor shall notify the government of the need for GFI or GFP not formally incorporated into the basic contract, but necessary to perform the tasking on the TO.

5.6 Access to Government Property and Government Facilities. During performance of a TO, the contractor may require access to government facilities and government furnished property. Additionally, the contractor may be required to travel to weapons magazine areas, flight-line ramps, aircraft spots, and weapon ready-service areas. The contractor shall identify and request approval from the technical point of contract (TPOC) cited on the TO, for each person expected to require access to a government facility. While located at a NAWCWD facility, the government shall provide telephone service (local and long distance) and a computer and workstation (including NMCI connectivity) for contractor personnel approved by the TPOC. As feasible, the contractor shall locate personnel off station in contractor controlled spaces.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

5252.247-9514 TECHNICAL DATA PACKING INSTRUCTIONS (NAVAIR) (SEP 1999)

Technical Data and Information shall be packed and packaged for domestic shipment in accordance with best commercial practices. The package or envelope should be clearly marked with any special markings specified in this contract (or delivery/task order), e.g., Contract Number, CLIN, Device No., and document title must be on the outside of the package. Classified reports, data and documentation, if applicable, shall be prepared for shipment in accordance with Defense Industrial Manual for Safeguarding Classified Information, DoD 5220.22M.

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

52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

CLAUSES INCORPORATED BY FULL TEXT

5252.246-9512 INSPECTION AND ACCEPTANCE (NAVAIR) (OCT 2005)

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by the Contracting Officer' representative.

(b) Acceptance of all Contract Line Items/Subcontract Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. 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. Acceptance will be evidenced by execution of an unconditional DD Form 250, Material Inspection and Receiving Report, 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

5252.211-9507 PERIOD OF PERFORMANCE (MAR 1999)

(a) The contract shall commence on March 1, 2007 and shall continue through February 28, 2010.

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

As referred to in paragraph (b) of FAR 52.216-22 " Indefinite Quantity" of this contract, the contract minimum is \$100,000; the contract maximum is 46,035 hours.

5252.245-9509 PLACE OF DELIVERY - GOVERNMENT FURNISHED MATERIAL (NAVAIR) (MAR 1999)

(a) The Government will furnish to the contractor for use in connection with this contract the following material at the time specified:

<u>Material</u>	<u>Quantity</u>	<u>Date</u>
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Task Orders issued under this contract will specify Government Furnished Material, if any.

(b) The material will be delivered at the Government's expense to the location designated in the contractor's proposal for performance. Delivery includes delivery either directly to the factory/warehouse street location, or to a designated private siding if delivery is by rail.

(c) Only the material listed above in the quantity shown will be furnished by the Government. All other material required for performance of this contractor shall be furnished by the contractor. Such Government-furnished material shall be delivered at or near contractor's plant under Government bills of lading, free of expense to the contractor, on board the conveyance selected by the Government. When rail delivery is designated by the Government as a mode of transportation and drayage from a team track to the contractor's plant is necessary, the contractor agrees to arrange for prompt unloading of cars, pick-up and delivery of material to his plant free of expense to the Government.

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

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, Exhibit [insert exhibit number(s)], attached hereto, and the following:

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

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

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

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

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

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

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

CODE 47J2700E:

Name: Charles Diacono
Phone: (805) 484-6505
DSN: 893-6505
Email address: charles.diacono@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER
CODE 47J2700E (C. DIACONO 805-484-6505)
NAVAIRWARCENWPNDIV
PACIFIC COAST HIGHWAY 1
POINT MUGU, CA 93042

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 47J2700E (C. DIACONO)
NAVAIRWARCENWPNDIV
PACIFIC COAST HIGHWAY 1
POINT MUGU, CA 93042

CODE 210000D:

Name: Shaleen Lambert
Phone: (760) 939-7652
DSN: 437-7652
FAX: (760) 939-4241
Email address: shaleen.lambert@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER
CODE 210000D (S. LAMBERT- 760-939-7652)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 21000D (S. LAMBERT)
NAVAIRWARCENWPNDIV
BLDG 982, MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contracting Officer has designated Charles Diacono (See Section A for POC information) as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: The COR is responsible for monitoring the performance and progress, as well as overall technical management of the contract hereunder and should be contacted regarding questions or problems of a technical manner. 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 on the Government. Unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of the contract. 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.

**5252.201-9502 CONTRACTOR'S AUTHORIZED CONTRACT COORDINATOR AND TECHNICAL
LIAISON (NAVAIR)(OCT 2005)**

(a) The contractor shall state below the name and telephone numbers of the contractor's employees responsible for coordination of contract functions/liason with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

CONTRACT COORDINATOR:

NAME: Elaine Reese
PHONE (BUS): 805-385-3636 Ext. 115

TECHNIAL LIASON:

NAME: Dave Mortenson
PHONE (BUS): 805-385-3636 Ext. 118

(b) The contractor shall notify the Contracting Officer and/or Contract Administrator in advance, in writing, of any changes in the above listed personnel.

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than bi-weekly based on the allowable cost. The amount of each such installment shall be determined by multiplying the number of hours incurred times the fixed fee hourly rate for Satisfactory performance. The fixed fee hourly rate for Satisfactory performance is \$4.16..

(b) Evaluation of the contractor's performance will be made in accordance with the Quality Assurance Plan (QASP). In the event that the contractor's performance is determined to be Marginal or Unsatisfactory, excess payments previously made on account of fee during the evaluation period shall be repaid by the contractor. The fixed fee hourly rate for Marginal performance is \$2.91. The fixed fee for Unsatisfactory performance is \$0.00

(c) Evaluation of performance shall be conducted semi-annually. The contractor shall submit written notification to the Contracting Officer at the conclusion of each evaluation period. Notification shall include a one page self assessment consistent with performance objective included in the QASP and the number of hours incurred during the evaluation period.

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

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

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

(g) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

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

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

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

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

5252.232-9513 INVOICING INSTRUCTIONS AND PAYMENT (WAWF INSTRUCTIONS)(NOV 2006)

(a) Invoices for goods received or services rendered under this contract shall be submitted electronically through Wide Area Work Flow – Receipt and Acceptance (WAWF):

(1) The vendor shall have their cage code activated by calling 866-618-5988. Once activated, the vendor shall self-register at the web site <https://wawf.eb.mil>. Vendor training is available on the Internet at <http://www.wawftraining.com>. Additional support can be obtained by calling the NAVY WAWF Assistance Line: 1-800-559-WAWF (9293).

(2) WAWF Vendor “Quick Reference” Guides are located at the following web site: <http://www.acquisition.navy.mil/navyaos/content/view/full/3521>.

(3) Select the invoice type within WAWF as specified below. Back up documentation (such as timesheets, etc.) can be included and attached to the invoice in WAWF. Attachments created in any Microsoft Office product are attachable to the invoice in WAWF. Total limit for the size of files per invoice is 5 megabytes.

(b) The following information, regarding invoice routing DODAAC’s, must be entered for completion of the invoice in WAWF:

WAWF Invoice Type:	-- Select 2-in-1 for FFP Services Only. -- Select Combo for Supplies, or Supplies AND FFP Services. -- Select Cost Voucher for all Cost or T&M contracts or CLINs. If none of the above apply, please call 1-800-559-WAWF (9293).
Issuing Office DODAAC	N68936
Admin Office DODAAC:	S0512A
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	N68936
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	N68936
Local Processing Office (applicable if DFAS DoDAAC begins with an “N”):	
DCAA Office DODAAC (Used on Cost Voucher’s only):	HAA619
Paying Office DODAAC:	HQ0339

(c) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Final voucher submission will be approved by the ACO.

(d) For each invoice / cost voucher submitted for payment, the contractor shall also email the WAWF automated invoice notice directly to the following points of contact:

Name	Email	Phone	Role
Debra Hartley	debra.hartley@navy.mil	760-939-2780	Contract Specialist
Helen Avery	helen.avery@navy.mil	760-939-4269	Operations Manager

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

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

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

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

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

*E-Mail Address: elaine.reese@saalex.com
david.mortenson@saalex.com

G-TXT-06 SECURITY ASSIGNMENT (APR 2002)

Defense Security Service (See Below), is hereby assigned administrative responsibility for safeguarding classified information.

Defense Security Service (S1PA)
3452 E. Foothill Blvd., Suite 524
Pasadena, CA 91107-3142

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

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

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

G-TXT-21 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (APR 2002)

This contract has multiple accounting classification citations. When such segregation of costs by ACRN is not possible for invoices / vouchers, such as CLINS/SLINS with more than one ACRN, payment will be made using the following method:

Payment will be made from each ACRN in the order they are assigned. (i.e, pay from ACRN: AA then from ACRN: AB, etc.)

Payment will be made from ACRN with the earliest available fiscal year funding source and then in the order the ACRNs were assigned within the fiscal year funding. In the case of 97X___ appropriations, the notes under the line of accounting may indicate the fiscal year of the original source of the funding.

Payment will be made from ACRN with the earliest available fiscal year funding source and then on a proportional basis across all of accounting classification citations for the fiscal year. The allocation ratio shall be established in the same ratio as the obligations cited in the accounting data for each fiscal year. When there are adjustments to the funding, the payment office will have to recompute the ratio based on amount of unliquidated

obligated funding available for payment. In the case of 97X____ appropriations, the notes under the line of accounting may indicate the fiscal year of the original source of the funding.

[] Payment will be made on a proportional basis across all of accounting classification citations. The allocation ratio shall be established in the same ratio as the obligations cited in the accounting data. When there are adjustments to the funding, the payment office will have to recompute the ratio based on amount of unliquidated obligated funding available for payment.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

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

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

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (NAVAIR)(OCT 2005) - ALT I (OCT 2005)

(a) The Holidays applicable to this contract are: New Year's Day, Martin Luther King's Birthday, President's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

(b) In the event that the contractor is prevented from performance as the result of an Executive Order or an administrative leave determination that applies to the using activity, such time may be charged to the contract as a direct cost provided such charges are consistent with the contractor's accounting practices. In the event that any of the above holidays occur on a Saturday or Sunday, or Compressed Work Schedule Alternate Friday, then such holiday shall be observed as they are by the assigned Government employees at the using activity.

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

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

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

(a) The following activity (ies) or individual(s) is/are designated as Ordering Officer(s):
Naval Air Systems Command, Naval Air Warfare Center Weapons Division (NAVAIRWD), China Lake, 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 only be issued by the PCO.

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

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

- (1) Date of order.
- (2) Contract and task order number.
- (3) Applicable contract line item number (CLIN).
- (4) Description of the task to be performed.
- (5) Description of the end item or service.

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

(d) Negotiated Agreement. For task orders with an estimated value of greater than \$100,000, 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 paragraphs (b) and (c) of FAR Clause 52.232-20, "Limitation of Cost" or "paragraph (c) of FAR Clause 52.232-22, "Limitation of Funds" are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

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

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

Note to Offerors: This procurement will be awarded as a Performance-Based Contract in accordance with FAR Part 37.6. Individual task order awarded under this contract will identify measurable performance standards, quality assurance surveillance plan for reduction of fee if services do not meet contract requirements.

5252.227-9505 TECHNICAL DATA AND COMPUTER SOFTWARE IDENTIFICATION IN ENGINEERING CHANGE PROPOSALS (ECPs) (NAVAIR)(AUG 1987)

Each Engineering Change Proposal (ECP) submitted by the Contractor shall identify each item of technical data and computer software delivered by the Contractor under any prior Navy contract required to be revised as a result of the proposed change and shall include an estimated price and cost proposal to furnish the revisions.

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

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

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

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

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

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

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

The following types of insurance are required in accordance with the clause entitled, 52.228-7, "Insurance-- Liability to Third Persons" and 52.228-5 "Insurance -- Work on a Government work installation" and shall be maintained in the minimum amounts shown:

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

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

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

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

5252.232-9509 REIMBURSEMENT OF TRAVEL, PER DIEM, AND SPECIAL MATERIAL COSTS (NAVAIR)(OCT 2006)

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

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

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

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

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

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

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

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

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

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

contractor's home or local office, and on the day of return. Reimbursement to the contractor for per diem shall be limited to actual payments to per diem defined herein. The contractor shall provide actual payments of per diem defined herein. The contractor shall provide supporting documentation for per diem expenses as evidence of actual payment.

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

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

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.

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

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

(1) Identification Elements

- (i) Contract, Invoice and Control Numbers
- (ii) Contractor's Name and Address
- (iii) Date of Report
- (iv) Reporting (invoicing) Period

(2) Delivery Order Description Elements. For each delivery order invoice, the report shall include:

- (i) Delivery order number
- (ii) Number of hours and labor categories as awarded in delivery order.
- (iii) Labor hours expended for the reporting period and cumulatively broken out to identify labor categories and specific individuals utilized and the amount of labor hours expended by each.
- (iv) Labor hours, by labor category anticipated to be required for completion of delivery order.
- (v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals and total number of travelers.
- (vi) List of materials and other direct cost items expended in performance of the delivery order during the reporting period.
- (vii) The same information as specified in a. through f. above is required for any subcontractor performance on the delivery order.

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

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

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

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

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: John Watkins (See Section A for POC information).

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

(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): [list the contract number(s) which cover Government property to be provided without rental charge, or put "None"]

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

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

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

Task Order issued under this contract will specify special tooling, if any.

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

Task Order issued under this contract will specify special test equipment, if any.

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

Task Order issued under this contract will specify facilities, if any.

(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):

Task Order issued under this contract will specify agency peculiar property, if any.

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):

Task Order issued under this contract will specify material, if any.

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):

Task Order issued under this contract will specify agency peculiar, if any.

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

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

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

(2) Installations.

None

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

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

Bailment Agreement

Under which

(2) Description Serial Number Accountable

None

(3) The bailed property identified in (f)(2) is furnished "as is" and the Government makes no representations or warranties with respect to such property, including the suitability of such property for the intended use.

(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 price of this contract constitutes full compensation to the contractor 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-15 DESIGNATION OF CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (OCT 2002)

(a) The Contracting Officer has designated:

Mark Davis
7.41 B643 R124
22514 McCoy Road, Unit 10
301-342-6045

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

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

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

Section 1 - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2005
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	SEP 2006
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
52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
52.215-14 Alt I	Integrity of Unit Prices (Oct 1997) - Alternate 1	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-11	Special 8(A) Contract Conditions	FEB 1990
52.219-12	Special 8(A) Subcontract Conditions	FEB 1990
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-17	Section 8(A) Award	DEC 1996
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
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	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-50	Combating Trafficking in Persons	APR 2006
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-6	Drug-Free Workplace	MAY 2001
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.224-2	Privacy Act	APR 1984
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2006

52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.229-4	Federal, State, And Local Taxes (State and Local Adjustments)	APR 2003
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate 1	JUN 1985
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	JAN 2006
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.245-1	Property Records	APR 1984
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.245-9	Use And Charges	AUG 2005
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7002	Cost Estimating System Requirements	OCT 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	JUN 2004

252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.232-7010	Levies on Contract Payments	SEP 2005
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)

(a) Invoicing.

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

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

(3) The designated payment office will make interim payments for contract financing on the ____30th__ day after the designated billing office receives a proper payment request. In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

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

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

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

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

(ii) the bases to which the rates apply,

(iii) the periods for which the rates apply,

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

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

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

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

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

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

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

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

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

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

(1) Shall be the anticipated final rates; and

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

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

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

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

(2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

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

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

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from CONTRACT AWARD through 3 YEARS AFTER CONTRACT AWARD.

(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 \$5,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of the contract maximum;

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

(3) A series of orders from the same ordering office within 7 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 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 the contract period of performance ends.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$0.00 or the overtime premium is paid for work --

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

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

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

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

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

- (1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond _____. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond _____, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

Funding will be identified at the task order level.

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

52.244-2 SUBCONTRACTS (AUG 1998)

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

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

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

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

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

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

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

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

(2) Is fixed-price and exceeds--

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

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

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

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

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.
- (v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.
- (vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.
- (vii) A negotiation memorandum reflecting--
 - (A) The principal elements of the subcontract price negotiations;
 - (B) The most significant considerations controlling establishment of initial or revised prices;
 - (C) The reason cost or pricing data were or were not required;
 - (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;
 - (E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;
 - (F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and
 - (G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

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

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

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

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

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

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

Subcontracting effort was not proposed.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

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

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

Small Business Administration
Los Angeles District Office
330 N. Braid Blvd., Suite 1200
Glendale, CA 91203-2308

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

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

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

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

Section J - List of Documents, Exhibits and Other Attachments

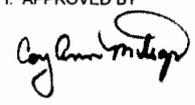
Exhibit/Attachment Table of Contents

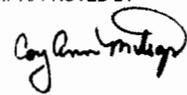
DOCUMENT TYPE	DESCRIPTION	PAGES
Exhibit A	Contract Data Requirement List	10
Attachment 1	QASP	1
Attachment 2	Department of Defense Contract Security Classification Specification	19

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
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A. CONTRACT LINE ITEM NO.				B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: ADMN				
D. SYSTEM/ITEM Precision Strike Weapons				E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM PRESENTATION MATERIAL				3. SUBTITLE Agenda, Briefings and Minutes				
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-81373			5. CONTRACT REFERENCE PWS Para 3.1.5, 3.1.7, 3.2.3, 3.2.6, 3.2.9			6. REQUIRING OFFICE NAVAIRWD CODE 47J270E				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED SEE BLK 16		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE		b. COPIES		
								Draft		Final
<p>Block 16 Remarks</p> <p>Block 4: May be in contractor format as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement will be provided by the Government prior to 1st submittal.</p> <p>Block 12: Shall be delivered IAW individual TOs.</p> <p>Block 14: Shall be delivered in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.</p>						Code 47J270E		0	1	0
						Code 210000D			LTR	ONLY
						15. TOTAL				
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100				H. DATE 061030		I. APPROVED BY  DRRB Chairperson		J. DATE 061031		

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER: MGMT					
D. SYSTEM/ITEM Precision Strike Weapons			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT				3. SUBTITLE Progress/Status & Monthly Management Report			
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80227		5. CONTRACT REFERENCE PWS Para 3.1.6, 3.1.11			6. REQUIRING OFFICE NAVAIRWD CODE 47J270E			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 45 DAC		14. DISTRIBUTION			
8. APP CODE N/A	11. AS OF DATE EOM	13. DATE OF SUBSEQUENT SUBMISSION EOM + 10	a. ADDRESSEE		b. COPIES			
					Draft	Final		
					Reg	Repro		
Block 16 Remarks					Code 47J270E	0	2	0
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					15. TOTAL →			
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D. SYSTEM/ITEM Precision Strike Weapons				E. CONTRACT/PR NO.		F. CONTRACTOR						
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM TECHNICAL REPORT – STUDY/SERVICES			3. SUBTITLE Budget Data & Milestone Charts							
4. AUTHORITY (Data Acquisition Document No.) D1-MISC-80508A			5. CONTRACT REFERENCE PWS Para 3.3.1, 3.3.5, 3.3.6, 3.3.7, 3.3.8, 3.3.10, 3.3.12			6. REQUIRING OFFICE NAVAIRWD CODE 47J270E						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16		10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION						
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								Final				
								Draft	Reg	Repro		
									0	1	0	
									Code 47J270E	LTR	ONLY	
									Code 210000D			
15. TOTAL						0	1	0				
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D. SYSTEM/ITEM Precision Strike Weapons				E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. A007		2. TITLE OF DATA ITEM REVISIONS TO EXISTING GOVERNMENT DOCUMENTS				3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.) DI-ADMN-80925				5. CONTRACT REFERENCE PWS Para 3.3.9, 3.7.2		6. REQUIRING OFFICE NAVAIRWD CODE 47J270E				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED SEE BLK 16		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE		b. COPIES		
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						Code 210000D			LTR	ONLY
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D. SYSTEM/ITEM Precision Strike Weapons				E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A00A		2. TITLE OF DATA ITEM TECHNICAL REPORT – STUDY/SERVICES				3. SUBTITLE Maintenance of Calendars, Scheduling of Meetings/Conferences, Preparation of Correspondence, Etc.			
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A				5. CONTRACT REFERENCE PWS Para 3.4.1		6. REQUIRING OFFICE NAVAIRWD CODE 47J270E			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION				
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D. SYSTEM/ITEM Precision Strike Weapons			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A00B		2. TITLE OF DATA ITEM TECHNICAL DATA PACKAGE			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-CMAN-80776			5. CONTRACT REFERENCE PWS Para 3.8.1		6. REQUIRING OFFICE NAVAIRWD CODE 47J270E			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION				
8. APP CODE N/A		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION N/A	a. ADDRESSEE		b. COPIES		
					Draft	Final		
					Reg	Repro		
<p>Block 16 Remarks</p> <p>Block 4: May be in contractor format as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement will be provided by the Government prior to 1st submittal.</p> <p>Block 12: Shall be delivered IAW individual TOs.</p> <p>Block 14: Shall be delivered in an electronic format agreed upon by both Government and Contractor prior to 1st submittal.</p>				Code 47J270E	0	1	0	
				Code 210000D		LTR	ONLY	
15. TOTAL				0	1	0		
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 061030	I. APPROVED BY DRRB Chairperson		J. DATE 061031		

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP) FOR PRECISION STRIKE WEAPONS (PSW) TECHNICAL PROJECT OFFICE (TPO)

21 Dec 2006

Performance Objective	Performance Standard (Expectations)	Acceptable Quality Level	Inspection Type and Frequency	Incentive or Remedy
<p>Schedule The contractor shall conduct tasking in accordance with Task Order Performance Work Statement schedules and milestone events.</p>	<p>Tasking is performed without causing programmatic delay to the government. All products are submitted in a timely manner.</p>	<p>Satisfactory: Performance and products meet the standard with few exceptions, resulting in minimal delays that do not impact program milestones. Marginal: Performance and products result in moderate delay or impact to program milestones. Unsatisfactory: Performance and products result in unacceptable delay to program milestones.</p>	<p>Each performance objective category will be evaluated at the completion of the task order period of performance (POP) and will be based upon government team evaluations. Performance ratings for each objective category will be assigned by the Contracting Officer's Representative (COR).</p>	<p>Satisfactory: 100% of Task Order Fixed Fee available. Marginal: 70% of Task Order Fixed Fee available Unsatisfactory: 0% of Task Order Fixed Fee available.</p>
<p>Quality The contractor shall provide products and services in accordance with Task Order requirements.</p>	<p>Methodologies and technical products are consistent with requirements outlined in Task Order requirements.</p>	<p>Satisfactory: Performance and products meet the standard with few exceptions, requiring minimal corrective action. Marginal: Performance and products result in corrective action. Unsatisfactory: Performance and products result in extensive corrective action.</p>	<p>Contractor team inputs may be considered at the discretion of the COR.</p>	<p>Satisfactory: 100% of Task Order Fixed Fee available. Marginal: 70% of Task Order Fixed Fee available. Unsatisfactory: 0% of Task Order Fixed Fee available.</p>
<p>Management The contractor shall participate as a team member of the PSW TPO at NAWCWD and contribute to the successful completion of the project requirements.</p>	<p>Management and teaming allow seamless integration among government and contractor teammates. The contractor takes a proactive role in resolving issues. Issues identified by the government are addressed and resolved in a timely fashion.</p>	<p>Satisfactory: Performance meets or exceeds standard with few exceptions, requiring minimal Government intervention and corrective action. Marginal: Performance results in questionable situations requiring Government intervention and resolution. Unsatisfactory: Teaming is discordant and the contractor is not proactive. Significant Government intervention and resolution are required.</p>		<p>Satisfactory: 100% of Task Order Fixed Fee available. Marginal: 70% of Task Order Fixed Fee available. Unsatisfactory: 0% of Task Order Fixed Fee available.</p>
<p>Cost. Contractor incurred cost and hours are consistent with the value of the services and products received by the government.</p>	<p>Incurred cost and hours are consistent with the products delivered and services performed, translating into value to the government. The value received is commensurate with, or exceeds the costs and hours expended. All funding and cost status reports are accurate and complete and submitted in accordance with contract requirements.</p>	<p>Satisfactory: Contractor meets the standard with few exceptions. Marginal: Contractor's expenditure of costs and hours are sometimes not appropriate for the performance and deliverables provided. Unsatisfactory: Contractor's expenditure of cost and hours are not appropriate for the performance and products provided.</p>		<p>Satisfactory: 100% of Task Order Fixed Fee available. Marginal: 70% of Task Order Fixed Fee available. Unsatisfactory: 0% of Task Order Fixed Fee available.</p>

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING		
(The requirements of the DoD National Industrial Security Program Operating Manual apply to all security aspects of this effort.)				a. FACILITY CLEARANCE REQUIRED		
				SECRET		
				b. LEVEL OF SAFEGUARDING REQUIRED		
				NONE		
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)			
a. PRIME CONTRACT NUMBER			a. ORIGINAL (Complete date in all cases)		DATE (YYYYMMDD)	
X N68936-07-D-0025			X		20070220	
b. SUBCONTRACT NUMBER			b. REVISION (Indicate in all previous spaces)		DATE (YYYYMMDD)	
c. SOLICITATION OR OTHER NUMBER		DATE (YYYYMMDD)	c. FINAL (Complete date in all cases)		DATE (YYYYMMDD)	
N68936-06-R-TBD						
Diacono						
4. IS THIS A FOLLOW-ON CONTRACT? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, complete the following:						
Classified material received or generated under (preceding contract number) is transferred to this follow-on contract.						
5. IS THIS A FINAL DD FORM 244? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, complete the following:						
In response to the contractor's request dated _____ retention of the identified classified material is authorized for the period of _____						
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)						
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COORDINANT SECURITY OFFICE (Name, Address, and Zip Code)			
Sealex Solutions Incorporated 1721 Pacific Avenue, Suite 180 Oxnard, CA 93033		1T4Z9	Defense Security Service 1031 California Blvd., Suite 213 Vandenberg AFB, CA 93437			
7. SUBCONTRACTOR						
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COORDINANT SECURITY OFFICE (Name, Address, and Zip Code)			
NA						
8. ACTUAL PERFORMANCE						
a. LOCATION		b. CAGE CODE	c. COORDINANT SECURITY OFFICE (Name, Address, and Zip Code)			
N/A						
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT						
Provide programmatic, administrative, financial and technical services for precision strike weapons COR Charles Diacono, Code 47J2700E, NAWCWD 805-484-6505 (V)						
10. THIS CONTRACT WILL REQUIRE ACCESS TO:						
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
b. RESTRICTED DATA		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY			X
d. FORMERLY RESTRICTED DATA		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL			X
e. INTELLIGENCE INFORMATION:			d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			X
(1) SENSITIVE COMPARTMENT INFORMATION (SCI)		X	e. PERFORM SERVICES ONLY			X
(2) NON-SCI		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			X
f. SPECIAL ACCESS INFORMATION		X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			X
g. NATO INFORMATION	X		h. REQUIRE A COMSEC ACCOUNT			X
h. FOREIGN GOVERNMENT INFORMATION		X	i. HAVE TEMPSET REQUIREMENTS			X
i. LIMITED DISSEMINATION INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			X
j. FOR OFFICIAL USE ONLY INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			X
k. OTHER (Specify)			l. OTHER (Specify)			

DD Form 254 DEC 99

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

Direct Through (Specify):

Commander, NAWCWD, 1 Admin Circle, Stop 1301, Attn: 74100, China Lake, CA 93555-8100
to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
(In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.)

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

For all work performed aboard Naval Air Warfare Center site, the applicable Information Security Regulations will be SECNAVINST 5510.36; 5510.30A and local security instructions.:

If contractor employees will be co-located in NAWCWD spaces during anytime within the full performance of this contract, they will comply with and be held accountable for the requirements of NA WCWPNSINST 5510.30 (series) and any additional security requirements provided by the Activity Security Coordinator (as appropriate).

10g: There is no valid requirement for access to NATO for performance on this contract, however in order to facilitate future potential access to NATO classified information, all DoD military, civilian and contractor personnel who are briefed on their responsibilities for protecting U.S. classified military information shall be briefed on the requirements for protecting NATO information, per Deputy Under Secretary of Defense (Policy Security) memo of 5 Dec 01. A final U.S. Government clearance, at the appropriate level, is required for access to NATO information. Written approval of the Contracting Officer is required prior to subcontracting.

10j: For Official Use Only information generated and/or provided under this contract shall be safeguarded and marked as specified in DoD 5400.7-R, Chapters 3 and 4 (attached).

11a: Classified contract performance is restricted to the NAWCWD Pt. Mugu or China Lake California. Security classification guidance will be provided on site.

The contractor shall comply with the requirements of the Information Systems Security Programs as described in OPNAVINST 5239.1B series and local command information systems security instructions. All systems, regardless of the level of data processed, will be accredited in accordance with the above instructions.

Contractor will ensure all articles (including graphics) intended for public release or posting on Internet/World Wide Web sites will be processed through the office listed in Item 12 above before posting.

11j: While performing aboard NAWC sites, the contractor shall comply with the provisions of OPNAVINST 3432.1 and the local command 3432 instruction series for Operations Security; at all other sites the contractor shall comply with the local command and/or program OPSEC plan.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.) YES NO

See Item 13 above

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements covered and the activity responsible for inspections. Use Item 13 if additional space is needed.) YES NO

NONE

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

a. TYPED NAME OF CERTIFYING OFFICIAL Mark A. Davis	b. TITLE CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (COSR)	c. TELEPHONE (Include Area Code) (301) 342-6045
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d. ADDRESS (Exclude Zip Code) COMMANDER ATTN: 7.4.1, B483, R124, 22514 MCCOY ROAD, UNIT 10 NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION PATUXENT RIVER, MD 20675-1457	e. SIGNATURE <i>Mark A. Davis</i> 2/20/07	f. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY COR, COSR
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