

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-A1	PAGE OF PAGES 1   38		
2. CONTRACT (Proc. Inst. Ident.) NO. N68936-08-D-0014		3. EFFECTIVE DATE 30 Dec 2007		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 1300057807			
5. ISSUED BY CDR NAWCWD CODE 220000D ATTN: P. RICHTER (760) 939-4272 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936	6. ADMINISTERED BY (If other than Item 5) DCMA LOS ANGELES 16111 PLUMMER STREET BLDG 10, 2ND FLOOR SEPULVEDA CA 91343		CODE S0512A		
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) GPA TECHNOLOGIES, INC. MICHAEL VASWANI 2151 ALESSANDRO DRIVE, SUITE 190 VENTURA CA 93001				8. DELIVERY <input type="checkbox"/> FOB ORIGIN <input checked="" type="checkbox"/> OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:			
CODE 1P5M2		FACILITY CODE					
11. SHIP TO/MARK FOR  <b>See Schedule</b>		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: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA				
15A. ITEM NO.	15B. SUPPLIES SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>					<b>\$2,974,093.00 EST</b>		
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. <input type="checkbox"/> 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. <input type="checkbox"/> AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number <b>N68936-07-R-0038-0002</b> 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 THEODORE W FISKE / PROCUREMENT CONTRACTING OFFICE TEL: (760) 939-8182 EMAIL: theodore.fiske@navy.mil				
19B. NAME OF CONTRACTOR		19C. DATE SIGNED	20B. UNITED STATES OF AMERICA  <i>Theodore W Fiske</i> BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED 20-Dec-2007		
BY _____ (Signature of person authorized to sign)							

## Section A - Solicitation/Contract Form

QUESTIONS AND ANSWERS**QUESTIONS AND ANSWERS**

**The following questions with Government response are hereby provided.**

1. Section L (Page 51) requires electronic submittals to be in MS Word, Excel, or Power Point formatting. Is submission of select documents in .pdf format acceptable when the documents were not originally provided by the RFP in Word, Excel, or Power Point format?

**ANSWER:** The filled in SF 33 may be provided in Adobe (.pdf format). All other documents must be provided as specified. Sources may obtain a copy of the RFP in Word and the sample spreadsheet in Excel by providing the Contract Specialist an email address for transmitting the documents in those formats.

2. In RFP Section B, on Pages 8 and 9, the level of effort (LOE) requirement is unclear. Is the correct annual LOE 29,400 hours (see Page 8) or is it 55,500 hours (see Page 9)?

**ANSWER:** the correct LOE is 55,500

3. How many copies of the Offer document must be submitted?

**ANSWER:** SEE Section L, page 49, paragraph C.

**2 copies of SF 33 and Section fill-ins**, amendments (exhibits and attachments may be omitted if they do not have fill-ins) - **one copy paper, one copy CD.**

**VOLUME I:** 4 paper copies, one transparency copy and 4 copies on CD (CD copy may be combined with management CD)

**Volume II:** 4 paper copies , 4 copies on CD (may be combined with Technical CD)

**VOLUME III** 2 copies (1 each paper / CD)

**VOLUME IV** 1 paper copy, 1 copy CD

4. Section L requires submission of resumes and/or letters of commitment in Volumes I (Technical Proposal) and II (Management Approach). RFP Pages 51 and 52 requires the resumes to contain current salary/wage rate information. This requirement conflicts with the guidance on Page 50 that price or cost information not be included in Volume I (and presumably in Volume II). Request the requirement to include salary information on resumes/letters of commitment be removed from Volume II, and submitted instead as part of Volume IV.

**ANSWER:** Salary/wage rate information should be provided in Volume IV and not in Volumes I or II.

5. Is it correct to assume that the key employee resumes required for Volume I are to be provided in addition to the 20 viewgraph limitation, and that they would not be considered part of the Oral presentation? Should the resumes be presented in Volume I as hard copy (vs. a viewgraph format)?

ANSWER: The resumes are in ADDITION to the 20 page limit and should be provided as part of the 4 each paper and 4 each CD copies

6. Is the Program Manager resume included as part of the Volume II limitation of 25 pages?

ANSWER: NO.

7. Is it correct to assume that the Title Page and Table of Contents required as part of each volume are NOT included in the page count limitations for the various volumes? What documents are considered in the page count for the various volumes?

ANSWER: TITLE page and table of contents are not included as part of page count. RESUMES are not included as part of page count. Fill ins required by SECTION K or part of SF 33 are not part of page count.

8. Section L (Page 50) indicates that proposed key personnel shall make the Oral presentation. Our proposed key personnel are all current employees and thus are actively involved with direct support of fleet operating units. Request the RFP be amended to permit each offeror to have the flexibility to choose which key personnel are needed to support the Program Manager at the Orals, thereby reducing impact on fleet readiness.

ANSWER: The contractor should provide the proposed Key personnel PROGRAM MANAGER as the speaker.

9. The instructions in Section L for formatting the cost proposal are confusing. Attachment (9) is provided as an example, but is not consistent with the written description of the Cost Proposal Elements/Categories on Pages 54 through 56. Further, the Attachment (9) example is not constructed to reflect the additional requirement to add columns labeled "DCAA" and "Government Cost Realism" and copying formulas into those columns. Is it correct to assume that offerors should construct their individual cost proposal spreadsheets consistent with their own cost accounting system elements but referencing all the cost elements discussed in RFP Pages 54 through 56, and then add the additional columns discussed above?

ANSWER: As stated on page 54 of the RFP, Attachment (9) Excel spreadsheet is for an **example only**. Contractors should indeed follow their own cost accounting system elements. However, a simple, straightforward format should be used, as is provided in the Excel example. Hidden formulas, averages, or other methodology which result in a spreadsheet that cannot be properly and rapidly analyzed or which do not follow the "base year", "option 1", "option 2" etc format may be considered noncompliant. **The requirement to add columns labeled DCAA and Government cost realism is DELETED.**

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The following answers are provided for questions received after Amendment 01.  
 Questions and Answers 17 June 2007

1. Section B; pages 4 through 8: The RFP identifies 5 CLINs for annual data reports (CLINs 0002/0004/0006/0008/0010). Our experience has been that these requirements are usually not separately priced (NSP). QUESTION: Will you please clarify if these CLINS are, or are not, NSP under this RFP?

**ANSWER:** The proposer may provide pricing for these CLINS OR may include the pricing with the applicable CLIN for the labor efforts (i.e., CLIN 0001 and 0002, etc). If the proposer chooses the latter, the DATA CLINS should be marked NSP.

2. Section C: SOW; paragraph 6.4; item b: The RFP references work performed in combat zones. QUESTION: Are the increased costs associated with such work to be included in the contractor price, or will they be included in specific task (delivery) orders or contract modifications?

**ANSWER:** Only those individuals performing as equipment specialists (see CLAUSE 5252.211-9503 in the RFP) will be required to perform any hazardous duty. Approximately 5% of the Equipment Specialist labor will be in a hazardous environment.

## CLAUSES INCORPORATED BY FULL TEXT

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

Name: Peggy Richter, Contract Specialist  
 Phone: (760) 939-4272  
 DSN: 437-4272  
 FAX: (760) 939-3095  
 Email address: Peggy.Richter@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER  
 CODE 220000D Peggy Richter, (760) 939-4272  
 NAVAIRWARCENWPNDIV  
 429 E. BOWEN RD. MAIL STOP 4015  
 CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER  
 CODE 220000D Peggy Richter, (760) 939-4272  
 NAVAIRWARCENWPNDIV  
 BLDG 982, MAIL STOP 4015  
 CHINA LAKE, CA 93555-6108

Name: Theodore Fiske, Contracting Officer

Phone: (760) 939-8182

DSN: 437- 8182

FAX: (760) 939-3095

Email address: Theodore.Fiske@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER  
 CODE 220000D Theodore Fiske, (760) 939-8182  
 NAVAIRWARCENWPNDIV  
 429 E. BOWEN RD. MAIL STOP 4015

CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

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CODE 220000D Theodore Fiske, (760) 939-8182  
NAVAIRWARCENWPNDIV  
BLDG 982, MAIL STOP 4015  
CHINA LAKE, CA 93555-6108

**ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:**

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

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	missile & unmanned aircraft support CPFF 2.0 CO # 1193447 0020 Technical engineering support In accordance with statement of work est total of 5500 hours FOB: Destination PURCHASE REQUEST NUMBER: 1300057807		Labor Hours		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$2,974,093.00 (EST.)

[ b(4) ]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	data CPFF Data in accordance with Contract Data Requirements List (CDRLS), DD Form 1423, Exhibit A for first year FOB: Destination		Lot		NSP
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003			Hours		
OPTION	missile & unmanned aircraft support				
	CPFF				
	Technical engineering support In accordance with statement of work year 2				
	est total of 5500 hours				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$3,058,334.00

[ b(4) ]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004			Lot		NSP
OPTION	data				
	CPFF				
	Data in accordance with Contract Data Requirements List (CDRLS), DD Form 1423, Exhibit A for year 2				
	FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	missile & unmanned aircraft support CPFF Technical engineering support In accordance with statement of work year 3 est total of 5500 hours FOB: Destination		Hours		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$3,144,820.00

b(4)  


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 \$3,144,820.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006 OPTION	data CPFF Data in accordance with Contract Data Requirements List (CDRLS), DD Form 1423, Exhibit A for year 3 FOB: Destination		Lot		NSP
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

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 \$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007 OPTION	missile & unmanned aircraft support CPFF Technical engineering support In accordance with statement of work year 4 est total of 5500 hours FOB: Destination		Hours		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	<u>\$3,234,055.00</u>

[ b(4) ]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008 OPTION	data CPFF Data in accordance with Contract Data Requirements List (CDRLS), DD Form 1423, Exhibit A for year 4 FOB: Destination		Lot		
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	<u>\$0.00</u>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	missile & unmanned aircraft support		Hours		
OPTION	CPFF				
	Technical engineering support In accordance with statement of work year 5 est total of 5500 hours				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	\$3,326,017.00

[ b(4) ]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	data		Lot		NSP
OPTION	CPFF				
	Data in accordance with Contract Data Requirements List (CDRLS), DD Form 1423, Exhibit A for year 5				
	FOB: Destination				
				ESTIMATED COST	\$0.00
				FIXED FEE	\$0.00
				TOTAL EST COST + FEE	\$0.00

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 **55,500 each year for a total cumulative 277,500.00 man-hours for all years** of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification is as follows:

Total  
 Labor Category hours hours  
 BASE PERIOD OF PERFORMANCE (CLIN 0001)

Labor Category	Contractor-site man hours	Government site Man hours	Total
Program Manager	1,500		
Equipment Specialist		50,000	
Administrative Assistant	4,000		55,500

## OPTION PERIOD ONE (CLIN 0003)

Labor Category	Contractor-site man hours	Government site Man hours	Total
Program Manager	1,500		
Equipment Specialist		50,000	
Administrative Assistant	4,000		55,500

## OPTION PERIOD TWO (CLIN 0005)

Labor Category	Contractor-site man hours	Government site Man hours	Total
Program Manager	1,500		
Equipment Specialist		50,000	
Administrative Assistant	4,000		55,500

## OPTION PERIOD THREE (CLIN 0007)

Labor Category	Contractor-site man hours	Government site Man hours	Total
Program Manager	1,500		
Equipment Specialist		50,000	
Administrative Assistant	4,000		55,500

## OPTION PERIOD FOUR (CLIN 0009)

Labor Category	Contractor-site man hours	Government site Man hours	Total
Program Manager	1,500		
Equipment Specialist		50,000	
Administrative Assistant	4,000		55,500

(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

STATEMENT OF WORK

**STATEMENT OF WORK  
FOR  
ENGINEERING TECHNICAL SUPPORT SERVICES  
AIRBORNE WEAPON SYSTEMS**

**1.0 INTRODUCTION** The Integrated Technical Support Division (Code 674000E) of the Logistics Competency is responsible for providing engineering technical support services for airborne weapon systems under the cognizance of the Fleet Weapons Support Team (FWST) Program (Code 674210E) and Naval Air Systems Command (NAVAIRSYSCOM) to various field activities.

**2.0 SCOPE:** When ordered by Task Orders, the Contractor shall provide support to Government personnel, both ashore and afloat, in various aspects of in-service engineering and logistics support of airborne weapons systems, including the installation, operation, maintenance and storage of various portions of the systems. The term 'systems' shall hereafter refer to all air launched weapons, aircraft Stores Management & Launch Systems, targets, unmanned aerial vehicles (UAVs), associated electronic warfare (EW) equipment, associated suspension and support equipment (SE) and associated training and testing equipment.

**3.0 APPLICABLE DOCUMENTS:** The Contractor will be provided airborne weapon system technical documentation applicable to the tasks, which will be ordered. This technical documentation may include, but shall not be limited to, such documents as:

- Government & Contractor generated training documents
- Naval Air maintenance, theory of operation and IPB publications
- Government & Contractor generated Technical Directives (ECP, AWB...etc.)
- Government & Contractor generated Technical reports/Summations

**3.1 Other Government Documents**

- OPNAVNST 4790.2J Naval Aviation Maintenance Program, Volumes 1, 2, and 3
- OPNAVINST 8020.14 US Navy Explosives Safety Policies
- OPNAVINST 8000.16B Naval Ordnance Maintenance Management Program

**3.2 Other Documents**

- NAVSUPPUB 2002.D/F Navy Index of Publications and Forms

**4.0 REQUIREMENTS**

- 4.1 System-Level Engineering Support:** The Contractor shall perform system level engineering and logistics support for NAVAIRSYSCOM Program Managers and Fleet Type Commanders for airborne weapons systems and associated support equipment. The following types of tasks may be included:
- a. The Contractor shall perform logistics support process reviews and recommendations for the installation, modification, operation, and maintenance of the systems. Successful support shall be where the contractor responds with acceptable recommendations. If the recommendations are rejected, the contractor shall resubmit revised recommendations with no fee for the labor involved.

If these are rejected, the contractor shall resubmit a second revision with no fee for the labor involved and may be required to replace the personnel involved.

- b. The Contractor shall continuously perform, monitor, document and report failure/trend analysis for assigned systems. Successful analysis shall be where the contractor's analysis correctly identifies the cause of the failure. If the recommendations are rejected, the contractor shall resubmit revised recommendations with no fee for the labor involved. If these are rejected, the contractor shall resubmit a second revision with no fee for the labor involved and may be required to replace the personnel involved.
- c. The Contractor shall support Government Technical Working Group (TWG) meetings by providing technical expertise and consultations. The Contractor shall collect system deficiencies at the monthly TWG's, and quarterly program reviews, analyze the information, and generate technical reports with recommendations for corrective actions, including supporting rationale for conclusions. Successful support shall be where the contractor responds with acceptable recommendations. If the recommendations are rejected, the contractor shall resubmit revised recommendations with no fee for the labor involved. If these are rejected, the contractor shall resubmit a second revision with no fee for the labor involved and may be required to replace the personnel involved.
- d. The Contractor shall support Government Integrated Logistics Support (ILS) meetings. The Contractor shall prepare presentations materials, provide technical expertise relating to materials used in the operation and maintenance of airborne weapon systems, gather technical source data and action items assigned during the meetings, analyze the source data, and generate technical reports with recommendations for corrective actions, including supporting rationale for conclusions. Successful support shall be where the contractor responds with acceptable recommendations. If the recommendations are rejected, the contractor shall resubmit revised recommendations with no fee for the labor involved. If these are rejected, the contractor shall resubmit a second revision with no fee for the labor involved and may be required to replace the personnel involved.

**4.2 On-Site Engineering Technical Services.** The Contractor shall perform on-site support to Navy and Marine Corps operating units, commands, and shore activities. Contractor field personnel located at Naval Air Station (NAS) and Marine Corps Air Station (MCAS) activities will receive tasking via electronic mail, or Naval Message Traffic from the Navy Technical Authority (TAs) or from the TA designated local cognizant weapons officer or Ordinance Officer at the work site. The following tasks may be included:

- a. The Contractor shall perform identification of system discrepancies and deficiencies occurring in the daily operation and maintenance of airborne weapon systems and associated support equipment. The Contractor shall evaluate deficiencies per the requirements of OPNAVINST 8000.16, OPNAVINST 4790, and by comparison of actual conditions against the operation and maintenance procedures contained in the system technical manuals listed in NAVSUPPUB 2002D/F. The Contractor shall document system deficiencies in technical reports, which include proposed changes to operation and maintenance manuals, and recommendations for corrective actions, including supporting rationale for conclusions. Successful support shall be where the contractor responds with acceptable identification of system discrepancies and deficiencies. If the identification of system discrepancies and deficiencies are identified as incorrect, the contractor shall resubmit

revised identifications with no fee for the labor involved. If these are rejected, the contractor shall resubmit a second revision with no fee for the labor involved and may be required to replace the personnel involved.

- b. The Contractor shall evaluate operational and maintenance occurrences to the criteria identified in airborne weapon systems and associated support equipment technical manuals, listed in NAVSUPPUB 2002D/F, to determine conformance with system maintenance objectives. The Contractor shall determine the cause of system malfunction, handling damage and other related problems and prepare technical reports that include recommend corrective actions with supporting rationale for recommendations. Successful support shall be where the contractor responds with acceptable recommendations. If the recommendations are rejected, contractor shall resubmit revised identifications with no fee for the labor involved. If these are rejected, the contractor shall resubmit a second revision with no fee for the labor involved and may be required to replace the personnel involved.
- c. The Contractor shall evaluate and review various types of Government-Furnished Information (GFI) technical source data pertaining to NAWCWPNS assigned airborne weapon systems and support equipment for technical accuracy and adequacy. The GFI source data to be reviewed may consist of engineering drawings, engineering change proposal (ECP's), technical data packages (TDP's), maintenance plans, logistics support plans, Technical Publications Deficiency Reports (TPDR's), Interim Manual Change Releases (IMCR's), and Interim Rapid Action Changes (IRAC's). The Contractor shall prepare technical reports, which include recommendations for change or revision to system technical manuals, including supporting rationale for recommendations. Successful support shall be where the contractor responds with acceptable recommendations. If the recommendations are rejected, the contractor shall resubmit revised identifications with no fee for the labor involved. If these are rejected, the contractor shall resubmit a second revision with no fee for the labor involved and may be required to replace the personnel involved.
- d. The Contractor shall compare operation and maintenance procedures documented in the existing airborne weapon system technical manuals and technical GFI source data against Navy Training Plans (NTP's) to ascertain discrepancies between the documents. The Contractor shall document findings in technical reports containing conclusions and recommendations for changes to the NTP's. Successful support shall be where the contractor responds with acceptable findings. If the recommendations are rejected, the contractor shall resubmit revised identifications with no fee for the labor involved. If these are rejected, the contractor shall resubmit a second revision with no fee for the labor involved and may be required to replace the personnel involved.
- e. The Contractor shall review safety procedures for the handling, testing and transporting of ordnance at shore-based activities and on CV-, LPH- and LHA-class ships for compliance with the requirements of OPNAVINST 8020.14. The Contractor shall prepare technical reports to identify handling damage and other related deficiencies, including suggested improvements and supporting rationale for recommendations. Successful support shall be where the contractor responds with acceptable recommendations. If the recommendations are rejected, the contractor shall resubmit revised identifications with no fee for the labor involved. If these are rejected, the contractor

shall resubmit a second revision with no fee for the labor involved and may be required to replace the personnel involved.

- f. The Contractor shall prepare periodic Progress and Status Reports identifying the following: descriptions of airborne weapon system discrepancies encountered, training provided, recommendations for improving/expanding training for operating personnel, weapon handling damage assessment, recommendations for hardware and/or operating procedure changes, accomplishments, travel performed, problems encountered, task completion status, on-going efforts, and future activities anticipated.

## **5.0 REPORTS, DATA, AND OTHER DELIVERABLES**

**5.1** The Contractor shall deliver data in accordance with the delivery schedule and frequency of reporting specified in the attached Contract Data Requirements Lists (CDRL's), DD-1423, and the accompanying Data Item Descriptions (DID5), DD Form 1664. The following report is required:

- a. Contractor Progress and Status Report (CDRL A001)
- b. Technical Report (CDRL A002)
- c. Presentation Material (CDRL A003)

## **6.0 SPECIAL CONSIDERATIONS**

**6.1 Security:** The Contractor will require access to classified material up to and including the SECRET level in the performance of this contract. The Contractor may require access to classified Government or Contractor facilities.

**6.2 Government-Furnished Information (GFI):** The Contractor will require access to technical documentation and GFI source data in the performance of this Contract. The Government will provide the Contractor GFI upon issuance of individual Task Orders. The Government will provide guidelines for task completion in the event that applicable program GFI documentation is not available for shipment to the Contractor. The Contractor shall return all GM to the Government at the completion of the Contract or Task Order, unless called for earlier by the Contracting Officer's Representative (COR).

**6.3 Travel:** The Contractor will be required to perform non-local travel (to include foreign locations) in order to support the tasking defined in this SOW and the individual Task Orders. The Contractor shall obtain approval in writing for all non-local travel prior to start of travel from the FWST Program manager or his designee. The Contractor will not be reimbursed for local travel performed within a 10-mile radius of their assigned duty station.

### **6.4 General Information**

- a. The Contractor personnel may be required to operate Government automotive vehicles in support of the tasks described in Section 4.0, Requirements, of this SOW, at NAS, MCAS and foreign activities. Contractor access to the areas described in paragraph 4.2 may be restricted to travel in Government vehicles only or GSA vehicles that meet local station guidelines. The Contractor shall be required to obtain the use of GSA or rental vehicles for use by support personnel assigned to work at field activities that require task performance at the flight line.
- b. The Contractor will be required to work on-site at Government facilities and may be required to work at or travel to weapons magazine areas, flight decks, flight-line ramps, aircraft spots, combat zones,

and weapon ready-service areas. The Contractor may be required to travel to various NAS and MCAS activities, foreign locations, weapons test and missile ranges, and individual combat ships for the purpose of evaluating and inspecting weapon systems/equipment that have malfunctioned.

- c. The Contractor shall provide field personnel who meet the qualification and certification requirements of OPNAVI7NST 8020.14.
- d. Necessary reports and communications may require use of software programs such as Microsoft Office and the Internet.

## **7.0 Supported Equipment**

**7.1 Representative listing of weapons and weapons systems:** The contractor support will include but is not restricted to the following equipment

SIDEWINDER  
 SPARROW  
 STANDARD  
 MAVERICK  
 AMRAAM  
 HARPOON  
 HELLFIRE  
 PENGUIN  
 HARM  
 SLAM-ER  
 JSOW  
 JDAM  
 LASER GUIDED BOMBS  
 ADVANCED BOMB FAMILY  
 ROCKETS  
 FLARES  
 CONVENTIONAL ORDINANCE  
 GUN AND GUN SYSTEMS  
 ARMAMENT SYSTEMS  
 AIRBORNE ARMAMENT EQUIPMENT (AAE)  
 ANTI-SUBMARINE WARFARE AIRBORNE DEVICES (ASWAW)  
 AND ASSOCIATED SUPPORT, ANCILLARY AND SUSPENSION EQUIPMENT

**7.2 Representative listing of target and UNMANNED AERIAL VEHICLE (UAV) systems:** The contractor support will include but is not restricted to the following equipment

QST-33  
 QST-35  
 QLT-1  
 TARGET AUXILIARY SYSTEMS (TAS)  
 AAQM-127  
 VEGA TRACKING SYSTEM (VTS)  
 WEAPONS IMPACT SCORING SYSTEMS (WISS)  
 INTEGRATED TARGET CONTROL SYSTEMS (ITCS)  
 COMMAND CONTROL TRANSMITTER

DLQ-3B  
RADAR BOMB SCORING UNIT (RBSU)  
TACTICAL AIR LAUNCH DECOYS  
IMPROVED TACTICAL AIR LAUNCH DECOYS  
REMOTE PILOTED VEHICLES (PIONEER)  
UNMANNED AIR VEHICLES (UAV)  
PURIFICATION /FILTERING UNIT (PFU)  
ADVANCED DATA LINK POD (ADLP)  
FUZES  
TOW REELS AND TOW TARGETS  
AQM-37  
BQM-34  
BQM-74  
AND  
ASSOCIATED SUPPORT, ANCILLARY AND SUSPENSION EQUIPMENT

**7.3 Representative listing of Electronic Warfare systems:** The contractor support will include but is not restricted to the following equipment

AN/ALR-66  
AN/ALR-67  
AN/ALE-39  
AN/ALE - 47  
AN/ALQ-126A  
ANALQ-126B  
AN/ALQ-144  
AN/ALQ-157  
AN/ALQ-162  
AN/AAR-47  
AN/APR-39  
AN-APR-44  
AN-AVR-2  
AN/AWW-13  
ANJULQ-16  
NEXT GENERATION IFF (NGIFF)  
TACAIR EW TRAINER DEVICE #15E36  
EW ON-BOARD TRAINER DEVICE #510117  
ADVANCED TACTICAL AIR RECONNAISSANCE SYSTEMS (ATARS)  
LIGHT ELECTRONIC WARFARE TRAINER (LEWT)  
HARPOON ENGAGEMENT TRAINING AID (HETA)  
NEWSET  
AND  
ASSOCIATED SUPPORT, ANCILLARY AND SUSPENSION EQUIPMENT

CLAUSES INCORPORATED BY FULL TEXT

**5252.211-9509 INCORPORATION OF THE CONTRACTOR'S TECHNICAL PROPOSAL  
(NAVAIR)(OCT 2005)**

The Contractor's Technical Proposal dated 23 August 2007 and any amendments/addendums thereof, is incorporated herein by reference, unless otherwise specified, with the same force and effect as if set forth in full text. Nothing in the Contractor's proposal shall constitute a waiver of any of the provisions of the contract, including the Statement(s) of Work and Specification. For purposes of FAR Clause 52.215-8, "Order of Precedence", the Contractor's technical proposal shall be considered a "Specification."

**5252.237-9501 ADDITION OR SUBSTITUTION OF KEY PERSONNEL (SERVICES) (NAVAIR)(OCT  
2005)**

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

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

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

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

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

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

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

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

The following key personnel will be required:

Program Manager [ b(6) ]

FOUR (4) Equipment Specialists who will be performing on the contract who have weapons system integration expertise on the following aircraft types (may be one individual per aircraft system or 4 individuals with expertise on more than one aircraft):

F/A-18  
AV-8  
AH-1  
P-3 [ b(6) ]

Section D - Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

52.204-2	Security Requirements	AUG 1996
5252.247-9507	Packaging And Marking Of Reports	OCT 2005

Section E - Inspection and Acceptance

**INSPECTION AND ACCEPTANCE TERMS**

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

**CLAUSES INCORPORATED BY FULL TEXT**

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

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

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

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

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

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

**5252.246-9513 INSPECTION AND ACCEPTANCE OF TRAINING DEVICES (NAVAIR) (OCT 2007)**

Inspection of Device [identify training device.] shall be accomplished in accordance with the Specification/Statement of Work entitled [insert SOW title.], dated [insert date of SOW.], and the Government approved Contract Data Requirements List (CDRL), DD Form 1423, data item entitled Test Procedures and

Test/Inspection Reports (TP and TIR). Any Government inspection/acceptance to be conducted in the contractor's facility, will be performed by the Administrative Contracting Officer's quality assurance representative with support of [identify Government agency.] technical personnel. Final inspection to be performed at the device delivery site will be directed and witnessed by the technical representative of the Procuring Contracting Officer (PCO). Final acceptance of this Contract Line Item will be evidenced by signature of the PCO or his duly authorized representative on a DD Form 250, Material Inspection and Receiving Report.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
0002	POP 01-OCT-2007 TO 30-SEP-2008	N/A	N/A FOB: Destination	
0003	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	
0004	POP 01-OCT-2008 TO 30-SEP-2009	N/A	N/A FOB: Destination	
0005	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination	
0006	POP 01-OCT-2009 TO 30-SEP-2010	N/A	N/A FOB: Destination	
0007	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	
0008	POP 01-OCT-2010 TO 30-SEP-2011	N/A	N/A FOB: Destination	
0009	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Destination	
0010	POP 01-OCT-2011 TO 30-SEP-2012	N/A	N/A FOB: Destination	

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
252.223-7003	Changes In Place Of Performance--Ammunition And Explosives	DEC 1991
F-TXT-01	Option Period Of Performance	MAR 2003

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The contract shall commence on the effective date (estimated 1 Oct 2007) and shall continue for 365 days thereafter. However, the period of performance may be extended in accordance with the option provisions contained herein.

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

**5252.247-9505 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, 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.

- (1) Code 220000D
- (2) ACO, Code S0512A
- (3) David W. Moore Integrated Technical Support Division Head FWST Program Manager code 674200E
- (4) Tiana McGowan code 683100D

(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:

(1) Code 220000D Attention Peggy Richter: Code 220000D, 429 East Bowen Road- STOP 4015, NAWCWD China Lake, China Lake, CA 93555-6108 [Peggy.Richter@navy.mil](mailto:Peggy.Richter@navy.mil)

(2) ACO, Code S0512A -- see block 6 of award

(3) David W. Moore Integrated Technical Support Division Head FWST Program Manager code 674200E 575 I Ave Suite , Building 246. Point Mugu, CA 93042-5049 [David.Moore1@navy.mil](mailto:David.Moore1@navy.mil)

(4) Tiana McGowan code 683100D 1900 N. Knox Rd. Stop 6202 Bldg. 02466, Rm. 1700 NAWCWD China Lake, China Lake, CA 93555-6108 [tiana.mcgowan@navy.mil](mailto:tiana.mcgowan@navy.mil)

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

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

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The Contracting Officer has designated [insert name, mailing address, code, and telephone number] as the authorized Contracting Officer's Representative (COR) for this contract.

(b) The duties of the COR are limited to the following: [PCO should specify duties and responsibilities of the COR or reference Attachment]

**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/liaison with the Contracting Officer and/or Contract administrator, and providing technical assistance as required regarding product specifications, functionality, etc.

**CONTRACT COORDINATOR:**

NAME: [ b(6) ]

PHONE (BUS): (805) 643-7878 [ b(6) ]

PHONE (AFTER HOURS): [ b(6) ]

**ALTERNATE:**

NAME: [ b(6) ]

PHONE (BUS): (805) 643-7878 [ b(6) ]

PHONE (AFTER HOURS): [ b(6) ]

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

**5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR) (JAN 2007)**

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$1,000 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party might be considered to the extent permitted by law.

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

**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 in the same ratio to the total fixed fee as the **dollars per hour (based on the fixed fee divided by the level of effort in hours.** Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of 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.

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

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order 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 AND PAYMENT (WAWF) INSTRUCTIONS (DEC 2007)**

(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:	If the Paying Office (see below) is <b>N50120</b> : -- Select <b>Combo</b> for Fixed Price Supplies and Services. -- Select <b>Cost Voucher</b> for all Cost or T&M contracts or CLINs. For ALL OTHER Paying Offices: -- Select <b>2-in-1</b> for FFP Services Only. -- Select <b>Combo</b> for Supplies, or Supplies AND FFP Services. -- Select <b>Cost Voucher</b> for all Cost or T&M contracts or CLINs.
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	If none of the above apply, please call 1-800-559-WAWF (9293).
Issuing Office DODAAC	Enter DODAAC of the activity issuing the contract.
Admin Office DODAAC:	Enter Admin Office DODAAC
Inspector DODAAC (usually only used when Inspector & Acceptor are different people):	Enter Inspector DODAAC, or leave blank
Ship To DODAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)	Enter DODAAC
DCAA Office DODAAC (Used on Cost Voucher's only):	Enter DCAA Office DODAAC
Paying Office DODAAC:	Enter Paying Office DODAAC Located on Contract

(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

**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: [ b(6) ] (primary) / [ b(6) ] (alternate)

**G-TXT-03 CONTRACTOR ACCESS TO NAVAL AIR WARFARE CENTER WEAPONS DIVISION CHINA LAKE**

Effective 01 October 2006, Contractors requiring access to the Naval Air Warfare Center Weapons Division China Lake will be required to include an DHS Form I-9 "Employment Eligibility Verification" with their badge request form. The Government will not be responsible for work delays or work stoppages due to failure to comply with these access requirements. Questions should be directed to Steven Garcia at (760)939-1463.

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

Defense Security Service, Resident Office - 1031 California Blvd., Suite 213, Vandenberg AFB, CA 93437-6254 is hereby assigned administrative responsibility for safeguarding classified information.

## 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.

**5252.211-9500 POSSIBLE DELETING OF SUPPORT FOR TRAINING DEVICES (NAVAIR)(OCT 2005)**

(a) The Government may desire to delete support for any training devices under this contract due to changes in Government requirements. Pursuant to the Changes Clause of this contract, the Government may delete the requirement for Contractor Operation and Maintenance of Simulators (COMS) support for training devices using the procedures set forth in this text. Deletion of any device incorporated in the contract on a Firm-Fixed Price (FFP) basis will be effective on the first day of the month following the desired deletion date.

(b) COMS and Supply Support for the training devices priced on a FFP basis will be deleted from the contract, including all options, at the unit prices established, less a percentage adjustment for recurring costs, to be determined through negotiations.

(c) COMS and Supply Support for training devices incorporated at a FFP monthly rate will be deleted from the contract, including all options, at the monthly rate established in the contract.

(d) Training Devices incorporated on a Time and Materials Pricing basis will be deleted effective on the Government's desired deletion date.

(e) The Government reserves the right to remove a training device from contractor responsibility on a temporary basis for review including, but not limited to, trainer changes, modifications and relocations, etc. If the device is removed for a period that is longer than two months, the contractor's monthly invoice for the period in excess of two months will be reduced in accordance with the provisions set forth in paragraphs (a) and (b) above.

**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):

**NAWCWD China Lake authorized Contracting personnel**

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 **\$500,000.00**, 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 [insert "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.)

#### **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 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.

#### **5252.237-9503 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.

**5252.242-9516 PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS (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 of Elements

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

(2) Description of Elements

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

(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 per performance period.

(d) Distribution of the report shall, as a minimum, be one (1) copy to [insert address], and one (1) copy to the Contracting Officer's Representative (COR). 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:

**Name: Theodore Fiske, Contracting Officer**

**Phone: (760) 939-8182**

**DSN: 437- 8182**

**FAX: (760) 939-3095**

**Email address: Theodore.Fiske@navy.mil**

**U.S. Postal Service Mailing Address:**

**COMMANDER**

**CODE 220000D Theodore Fiske, (760) 939-8182**

**NAVAIRWARCENWPNDIV**

**429 E. BOWEN RD. MAIL STOP 4015**

**CHINA LAKE, CA 93555-6108**

**Direct Delivery Address (UPS, FedEx, etc):**

**COMMANDER**

**CODE 220000D Theodore Fiske, (760) 939-8182**

**NAVAIRWARCENWPNDIV**

**BLDG 982, MAIL STOP 4015**

**CHINA LAKE, CA 93555-6108**

**OR OTHER AUTHORIZED NAWCWD Contracting Officer**

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	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 2007
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
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
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	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
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-18	Notification Of Competition Limited To Eligible 8 (A) Concerns	JUN 2003
52.222-2	Payment For Overtime Premiums	JUL 1990
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	MAR 2007
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
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001

52.223-14	Toxic Chemical Release Reporting	AUG 2003
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
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-5 (Dev)	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts) Deviation	MAY 2004
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
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	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.222-7006	Combating Trafficking in Persons	OCT 2006
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7004	Report of Contract Performance Outside the United States and Canada--Submission after Award	MAY 2007
252.225-7012	Preference For Certain Domestic Commodities	JAN 2007
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests	MAR 2007

252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
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

**52.247-1 COMMERCIAL BILL OF LADING NOTATIONS (FEB 2006)**

When the Contracting Officer authorizes supplies to be shipped on a commercial bill of lading and the Contractor will be reimbursed these transportation costs as direct allowable costs, the Contractor shall ensure before shipment is made that the commercial shipping documents are annotated with either of the following notations, as appropriate:

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:  
"Transportation is for the \_\_\_\_\_ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:  
"Transportation is for the \_\_\_\_\_ and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract no. \_\_\_\_\_. This may be confirmed by contacting \_\_\_\_\_."

**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.

**252.219-7009 SECTION 8(a) DIRECT AWARD (SEP 2007)**

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement, 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:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

{To be completed by the Contracting Officer at the time of award}

(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.

**252.219-7010 ALTERNATE A (JUN 1998)**

**52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JAN 1997)**

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

(1) NAICS code 541330 is specifically included in the Offeror's approved business plan;

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

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

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

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns inside the United States. The term "United States" includes its territories or possessions, the Commonwealth of Puerto Rico, the Trust Territory of the Pacific Islands, and the District of Columbia. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The **Contractor** will notify the **Procurement and Administrating** Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

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

## Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	DD254		
Attachment 2	DD254 part 1		
Attachment 3	DD 254 part 2		
Attachment 4	DD254 part 3		
Attachment 5	DD 254 part 4		
Attachment 6	DD 254 part 5		
Attachment 7	DD 254 part 6		
Attachment 8	CDRLS		