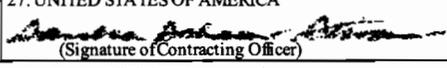


SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-S1	PAGE OF PAGES 1 83	
2. CONTRACT NO. N68936-08-D-0016		3. SOLICITATION NO. N68936-07-R-0014		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 25 May 2007	
7. ISSUED BY CDR NAWCWD CODE 210000D ATTN: D. WINFIELD (760) 939-9661 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108		CODE N68936		8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>See Block 7</u> until <u>04:00 PM</u> local time <u>16 Jul 2007</u> (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME DEBORAH M WINFIELD		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (760) 939-9661		C. E-MAIL ADDRESS deborah.winfield@navy.mil	
11. TABLE OF CONTENTS							
<input checked="" type="checkbox"/>	SEC.	DESCRIPTION		PAGE(S)	<input checked="" type="checkbox"/>	SEC.	DESCRIPTION
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/ CONTRACT FORM		1 - 3	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		4 - 11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
<input checked="" type="checkbox"/>	C	DESCRIPTION/ SPECS/ WORK STATEMENT		12 - 25	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING		26	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		27	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		28 - 30			OTHER STATEMENTS OF OFFERORS
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		31 - 34	<input type="checkbox"/>	L	INSTRS, CONDS, AND NOTICES TO OFFERORS
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS		35 - 47	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD
OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)							
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR JACOBS TECHNOLOGY INC. DALE GATES DBA: NAVAL SYSTEMS GROUP 1560 N. NORMA STREET RIDGECREST CA 93555-2566				CODE 03QT6		FACILITY	
				16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NO (Include area code) 760-446-1549		<input type="checkbox"/>		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	
						18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT \$177,390,542.00			21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM	
24. ADMINISTERED BY (If other than Item 7) See Item 7				CODE		25. PAYMENT WILL BE MADE BY NAVY ERP NAVY ERP ENTERPRISE RES PROGRAM OFC SUITE 2100, 21ST FLOOR 1700 N MOORE STREET ARLINGTON VA 22209-5000	
						CODE N50120	
26. NAME OF CONTRACTING OFFICER (Type or print) SANDRA SCHARN-STEVENS TEL: (760) 939-9665 EMAIL: sandra.scharn-steven@navy.mil				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE 02-Jan-2008	

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

FOR YOUR INFORMATION:

The total page count for this Request for Proposal is 107 pages

CONTRACT SPECIALIST

The following addresses and points of contact are provided:

Name: Deborah Winfield
Phone: (760) 939-9661
DSN: 437-9661
FAX: (760) 939-8107
Email address: deborah.winfield@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER
CODE 210000D (D. WINFIELD – 760-939-9661)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

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

CONTRACTING OFFICER:

U.S. Postal Service Mailing Address:

COMMANDER
CODE 210000D (S. SCHARN-STEVENSON – 760-939-9665)
NAVAIRWARCENWPNDIV
429 E. BOWEN RD. MAIL STOP 4015
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER
CODE 210000D (S. SCHARN-STEVENSON)
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	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	STARS Services CPAF - The Contractor shall provide Scientific, Technical, Administrative, and Research, Development, Test & Evaluation Services (STARS) in accordance with the Statement of Work contained in Section C herein. FOB: Destination PURCHASE REQUEST NUMBER: 1300010922	2,451,395	Hours	UNDEFINED	UNDEFINED
				MAX COST	(b)(4)
				BASE FEE	\$0.00
				SUBTOTAL MAX COST + BASE	(b)(4)
				MAX AWARD FEE	(b)(4)
				TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Contract Data Requirements Lists (CDRLs) CPAF In accordance with DD Form 1423-1 Exhibit (A). These CDRLs cover CLINs 0001 and 0003. These CDRLs for FFP CLINs 0004 through 0023 will be tailored specifically for FFP reporting, if required. FOB: Destination				NSP

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	Option 1 - Additional Hours	450,000	Hours	UNDEFINED	UNDEFINED

CPAF - Increments of additional hours may be exercised at multiple times up to a total of 450,000 hours. When exercised, the estimated cost and applicable base and award fee will be added to the basic contract under CLIN 0001. When this option is exercised:

Estimated cost will be increased by _____

Total Level of Effort will be increased by _____

Base Fee per hour is as stated in 5252.232-9505

Award Fee per hour is as stated in 5252.232-9506

FOB: Destination

MAX COST	(b)(4)
BASE FEE	\$0.00
<hr/>	
SUBTOTAL MAX COST + BASE	(b)(4)
MAX AWARD FEE	(b)(4)
TOTAL MAX COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FFP Level of Effort CLIN for Year 1	2,000	Hours	(b)(4)	(b)(4)
	FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category P-VI.				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	FFP Level of Effort CLIN for Year 1	7,000	Hours	(b)(4)	(b)(4)
	FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category ST-III.				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	FFP Level of Effort CLIN for Year 1	1,000	Hours	(b)(4)	(b)(4)
	FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category ST-II.				
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	U	(b)(4)	E	AMOUNT
0007	Year 1 Other Direct Costs (ODCs) FFP Estimated Materials: Estimated Travel: (b)(4) Estimated Training: ODCs: (b)(4)	1	Lot				(b)(4)
0008	FFP Level of Effort CLIN for Year 2 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category P-VI. FOB: Destination	2,000	Hours	U	(b)(4)	CE	(b)(4)
0009	FFP Level of Effort CLIN for Year 2 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category ST-III. FOB: Destination	7,000	Hours		UNIT PRICE (b)(4)		AMOUNT (b)(4)
0010	FFP Level of Effort CLIN for Year 2 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category ST-II. FOB: Destination	1,000	Hours	UN	(b)(4)	CE	AMOUNT (b)(4)
0011	Year 2 Other Direct Costs (ODCs) FFP Estimated Materials: Estimated Travel: (b)(4) Estimated Training: ODCs (b)(4) FOB: Destination	1	Lot	U	(b)(4)	E	AMOUNT (b)(4)
0012	FFP Level of Effort CLIN for Year 3 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category P-VI. FOB: Destination	2,000	Hours		UNIT PRICE (b)(4)		AMOUNT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	U	(b)(4) CE	AMOUNT (b)(4)
0013	FFP Level of Effort CLIN for Year 3 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category ST-III. FOB: Destination	7,000	Hours			
0014	FFP Level of Effort CLIN for Year 3 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category ST-II. FOB: Destination	1,000	Hours	UN	(b)(4) CE	(b)(4)
0015	Year 3 Other Direct Costs (ODCs) FFP Estimated Materials: Estimated Travel: (b)(4) Estimated Training: ODCs: (b)(4)	1	Lot		UNIT PRICE (b)(4)	(b)(4)
0016	FFP Level of Effort CLIN for Year 4 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category P-VI. FOB: Destination	2,000	Hours		UNIT PRICE (b)(4)	AMOUNT (b)(4)
0017	FFP Level of Effort CLIN for Year 4 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category ST-III. FOB: Destination	7,000	Hours		UNIT PRICE (b)(4)	AMOUNT (b)(4)
0018	FFP Level of Effort CLIN for Year 4 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category ST-II. FOB: Destination	1,000	Hours		UNIT PRICE (b)(4)	AMOUNT (b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0019	Year 4 Other Direct Costs (ODCs) FFP Estimated Materials: Estimated Travel: (b)(4) Estimating: ODCs: (b)(4)	1	Lot	(b)(4)	(b)(4)
0020	FFP Level of Effort CLIN for Year 5 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category P-VI. FOB: Destination	2,000	Hours	(b)(4)	(b)(4)
0021	FFP Level of Effort CLIN for Year 5 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category ST-III. FOB: Destination	7,000	Hours	(b)(4)	(b)(4)
0022	FFP Level of Effort CLIN for Year 5 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category ST-II. FOB: Destination	1,000	Hours	(b)(4)	(b)(4)
0023	Year 5 Other Direct Costs (ODCs) FFP Estimated Materials: Estimated Travel: (b)(4) Estimated Training: ODCs: (b)(4)	1	Lot	(b)(4)	(b)(4)

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 **2,901,395** (including options) man-hours of direct labor including authorized subcontract labor, if any. The contractor shall not, under any circumstances, exceed one hundred (100%) percent of the total level of effort specified in this basic contract. The estimated composition of the total man-hours of direct labor by classification for the basic and option CLINs is as follows:

Labor Category	Year 1	Year 2	Year 3	Year 4	Year 5	Totals
	Hours	Hours	Hours	Hours	Hours	
PROFESSIONAL*						
P-VI**	14,094	14,094	14,094	14,094	14,094	70,470
P-V	87,786	87,786	87,786	87,786	87,786	438,930
P-IV	24,360	24,360	24,360	24,360	24,360	121,800
P-III	20,305	20,305	20,305	20,305	20,305	101,525
P-II	11,510	11,510	11,510	11,510	11,510	57,550
P-I	19,620	19,620	19,620	19,620	19,620	98,100
SPECIALIST/ TECHNICAL*						
ST-VI	7,600	7,600	7,600	7,600	7,600	38,000
ST-V	26,300	26,300	26,300	26,300	26,300	131,500
ST-IV	37,817	37,817	37,817	37,817	37,817	189,085
ST-III	72,640	72,640	72,640	72,640	72,640	363,200
Optional STIII hrs	90,000	90,000	90,000	90,000	90,000	450,000
ST-II	68,835	68,835	68,835	68,835	68,835	344,175
ST-I	11,419	11,419	11,419	11,419	11,419	57,095
ADMINISTRATIVE SUPPORT*						
AS-V	5,790	5,790	5,790	5,790	5,790	28,950
AS-IV	22,010	22,010	22,010	22,010	22,010	110,050
AS-III	46,220	46,220	46,220	46,220	46,220	231,100
AS-II	10,840	10,840	10,840	10,840	10,840	54,200
AS-I	3,133	3,133	3,133	3,133	3,133	15,665
Totals	580,279	580,279	580,279	580,279	580,279	2,901,395

*See Attachment (1) (Employee Qualification – Generic Leveling Criteria)

**Expert/Consultant

(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 award 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 award 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 (as stated in CDRL A005) 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 award 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 award 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 award 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.

5252.232-9505 PAYMENT OF BASE FEE (COST-PLUS-AWARD-FEE, LEVEL OF EFFORT (IDIQ) CONTRACTS) (NAVAIR) (OCT 2005)

(a) The base fee for work performed under this contract is \$0.00, provided that approximately 2,901,395 man-hours of effort (including team subcontractor hours) are so employed on such work by the contractor. If less than 100% percent of the man-hours of said services are so employed for such work, the fee shall be equitably reduced to reflect the reduction of work in accordance with the clause entitled, "Level of Effort". The Government shall make payment, on account of the base fee, at the rate of \$0.00 per direct labor hour invoiced by the contractor under the contract clause entitled, "Allowable Cost and Payment", for the related period, subject to the withholding provisions of paragraph (b) of the clause at FAR Clause 52.216-8, "Fixed Fee". These withholding provisions apply to each individual task order. Any balance of base fee shall be paid the contractor, or any overpayment of base fee shall be paid by the contractor or otherwise credited to the Government, at the time of final payment.

(b) The cumulative base fee established in task orders issued hereunder shall not exceed the total base fee established in paragraph (a) above, unless the contract is modified in writing by the Contracting Officer.

(c) For the purpose of this clause, "team subcontract hours" shall include only those hours incurred by a subcontractor for services where the terms of the subcontract require payment based on the number of hours used and the reporting of those hours to the prime contractor. Examples of "team subcontract hours" that are included in this definition are hours used in labor hour, time and material, and level of effort (fixed-price or cost-reimbursement) type contracts.

(d) "Team Subcontractor" as used in this clause means any supplier, distributor, vendor, or firm that furnished services to or for a prime contractor or another subcontractor.

5252.232-9506 DETERMINATION AND PAYMENT OF AWARD FEE (NAVAIR)(OCT 2005)

(a) In addition to any base fee set forth herein, the contractor may earn and be paid all or a portion of an award fee not to exceed (b)(4).

(b) The contractor's performance will be evaluated in accordance with the Award Fee Plan, Attachment (4) to this contract.

(c) Determination of award fee, if any, earned by the contractor and payment thereof shall be made bi-annually.

(d) It is understood that the contractor shall not earn award fee for any non-team subcontractor effort.

(e) The award fee for work performed under this contract is (b)(4) provided that approximately 2,451,395 man-hours (including authorized subcontract labor hours and option hours) are so employed on such work by the contractor. If less than one-hundred (100%) percent of the man-hours of said services are so employed for such work, the fee shall be equitably reduced to reflect the reduction of work in accordance with the clause entitled "Level of Effort". The Government shall make payment, on account of the award fee, at the rate of (b)(4) per direct labor hour invoiced by the contractor under the contract clause entitled, "Allowable Cost and Payment", for the related period.

(f) The government will make payment of any award fee upon the submission, by the contractor to the Contracting Officer or authorized representative, of a public voucher or invoice in the amount of the total fee earned for the period evaluated. Payment shall be authorized without the need for a contract modification. There will be no roll over of unearned award fee from one period to another.

Section C - Descriptions and Specifications

**Performance Work Statement (PWS) for the Scientific,
Technical, Administrative, and Research, Development, Test, & Evaluation Services (STARS)**

1 SCOPE.

1.0.1 The scope of this contract effort encompasses the services and materials necessary to support the analysis, design, development, test, integration, deployment, and operations of information technology (IT) systems and services. These services sustain the research, development, test and evaluation (RDT&E), and business/administrative functions in support of the Naval Air Warfare Center Weapons Division (NAWCWD).

1.0.2 This Scientific, Technical, Administrative, and Research, Development, Test, & Evaluation Services (STARS) contract will serve as one of the key support elements that allows NAWCWD to fulfill its mission. The NAWCWD environment today includes the spectrum of RDT&E infrastructure, systems, and functions necessary to carry out the "weaponizing" charter of the organization. NAWCWD currently provides weapons related efforts from basic scientific research to in-service engineering support.

1.0.3 To fulfill the requirements of this contract and to most effectively employ the spectrum of service contracts available for the support of NAWCWD, the Government reserves the right to unilaterally determine the most appropriate contractual vehicle to be utilized so long as the requirement is within the scope of the contract and the use of the contract is not contrary to law or regulation. In those cases where there is overlapping coverage between two or more service contracts, the Government will make a unilateral determination as to which contract(s) should be used to best meet the Government's requirements. Some requirements may be an integral part of other efforts and it may be in the best interest of the Government to utilize this contract for those in-scope requirements. These determinations are not subject to the "Disputes" Clause of this contract. The only guarantee to the contractor is that the Government will place orders to meet the minimum specified herein.

1.0.4 Future requirements for the Seaport Contract and Base Realignment and Closure (BRAC) to this contract are unknown. If impacted, and once the extent of the impact to the contract is known, the contract (or resultant task orders) will be modified appropriately.

1.1 Background.

1.1.1 The NAWCWD, of the Naval Air Systems Command (NAVAIR), consists of the following sites: NAWCWD China Lake, NAWCWD Point Mugu; Naval Air Weapons Station (NAWS), China Lake; and attached activities such as Air Test and Evaluation Squadron Nine, and also any activity or location which directly supports the program mission of both NAWCWD and NAVAIR. Work shall also be performed at various locations throughout the United States.

1.1.2 The Mission of the Naval Air Warfare Center Weapons Division is to be the Navy's full-spectrum research, development, test and evaluation, and in-service engineering center for weapons systems associated with air warfare (except antisubmarine warfare systems), missiles and missile subsystems, aircraft weapons integration, and assigned airborne electronic warfare systems; and to maintain and operate the air, land, and sea Naval Western Test Range Complex. Detailed information on the complete set of NAWCWD products, services, and programs can be found at the following web-site: <http://www.nawcwd.navy.mil>.

1.2 RDT&E Information Technology (IT) Environment.

1.2.1 Communication Systems: The NAWCWD RDT&E Information Technology (IT) resources consist of a variety of infrastructures and systems located throughout the division. The communication systems range from special purpose stand-alone data systems and laboratory networks to large infrastructures. These systems transmit voice, video, and data for a diverse set of research and testing requirements. Uses include modeling and simulation;

weapons planning system development, training, and operations; software and hardware development and testing, and range telemetry data collection, transmission, and reduction.

1.2.2 Computing Systems: The NAWCWD RDT&E computing capabilities consist of a variety of scientific and engineering systems and technologies that range from obsolescent to experimental. These capabilities also include sophisticated prototypes or experimental systems and technologies including artificial neural networks, virtual reality/synthetic environments, decision support systems, target recognition systems, avionics/embedded IT resources, geographical information systems and a host of other leading edge techniques and technologies of interest to the NAWCWD.

1.3 Software Process Environment.

1.3.1 The application and management of software development methods, practices and documentation varies from platform to platform in the NAWCWD scientific and engineering environment just as it does in the business and administrative environments. The software process related to the business and administrative functions are centered on standard industry methods and practices. In contrast, the scientific, engineering, and program specific environments follow a more Government-oriented software-engineering-environment standard, which includes Department of Defense (DoD) regulations and other software process environments.

1.3.2 The NAWCWD maintains a software process environment (SPE) for the development of weapon/aircraft tactical and support system software in accordance with DoD-STD-2167A/MIL STD 498. The NAWCWD has instituted an active program for the NAWCWD Software Process Improvement Initiative to improve its software and system engineering design/development/test processes to a higher maturity level in accordance with the Capability Maturity Model (CMM) principles developed by the Software Engineering Institute (SEI).

1.4 Subcontracting Requirements For Small Business And Small Disadvantaged Business Concerns.

1.4.1 This requirement does not apply to small disadvantaged business concerns. If the prime contractor is a small business concern, then paragraph 1.4.1.1 below does not apply to this contract. However, if the contract is awarded to a small business or a small disadvantaged business concern, the awarded contract shall include FAR clause 52.219-14 "Limitations on Subcontracting." For other concerns, the contractor shall meet the following minimum goals for awards of subcontract(s) to and utilization of small business and small disadvantaged business concern(s):

1.4.1.1 At least twenty-five percent (25%) of the total Level of Effort delivered under the contract shall be performed by small business concern(s) as defined by FAR 19.001.

1.4.1.2 At least ten percent (10%) (40% of the portion set-aside for small businesses) of the total Level of Effort delivered under the contract shall be performed by small disadvantaged business concerns as defined by FAR 19.001.

1.4.1.3 To assure further development of small business concerns, the work distributed to small business and small disadvantaged business will be required to be distributed in the same proportionate manner and labor mix among all labor groups (Professional; Specialist/Technical; and Administrative Support) as shown in Section B.

1.5 Local Facilities.

1.5.1 The contractor shall establish a facility located within 15 minutes of the main gate of NAWCWD, China Lake. These facilities shall meet the security requirements as outlined in the attached DD Form 254.

1.5.2 The contractor shall provide workspaces within their local facility for the contractor's administrative staff and 1% of the contractor's technical staff. However, the contractor shall be prepared to provide workspaces for up to 5% of the contractor's technical staff within their local facility. NAWCWD work spaces will be provided for the remainder of the contractor's technical workforce. Government provided work spaces will include desk units, phones and the computing equipment necessary for performance.

2 APPLICABLE DOCUMENTS.

2.0.1 Standard requirement documents (Government and Industry Specifications and Standards), reference texts, specific design requirements, and other references will be defined by individual task orders (T.O.s). All documents, except Information Assurance (IA) documents, cited in this PWS are for background information only. All IA will be in compliance with the following:

CJCSI 6211.02B, Defense Information System Network (DISN): Policy Responsibilities and Processes, 31 July 2003
CJCSI 6212.01C, Interoperability and Supportability of Information Technology and National Security Systems, 20 November 2003
CJCSI 6215.01B, Policy for Department of Defense Voice Networks, 23 September 2001
CJCSI 6250.01A, Satellite Communications, 28 May 2004
Chairman Joint Chiefs of Staff Manual (CJCSM) 6510.01, Information Assurance (IA) and Computer Network Defense (CND), 25 March 2003
CJCSI 6510.01D, IA and CND, 15 June 2004

CNO N614/HQMC C4, Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002

DoN CIO Guidance on Information Management/IT Inherently Governmental Functions, November 2001
DON IA Publication Series

DoDD 3020.26, Continuity of Operations (COOP) Policy and Planning, 26 May 1995
DoDI 4630.8, Procedures for Interoperability and Supportability of IT and NSS, 30 June 2004
DoDD 4630.5, Interoperability and Supportability of IT and NSS, 5 May 2004
DoDD 5000.1, The Defense Acquisition System, 12 May 2003
DoDI 5000.2, Operation of the Defense Acquisition System, 12 May 2003
DoD 5200.2-R, DoD Personnel Security Program, January 1987

DoDD 8100.1, Global Information Grid (GIG) Overarching Policy, 19 September 2002
DoDI 8100.2, Use of Commercial Wireless Devices, Services, and Technologies in the DoD Global Information Grid (GIG), 14 April 2004
DoDI 8100.3, DoD Voice Networks, 16 January 2004
DoDD 8190.3, Smart Card Technology, 31 August 2002
DoDD 8320.2, Data Sharing in a Net-Centric DoD, 2 December 2004
DoDD 8500.1, Information Assurance, 24 October 2002
DoDI 8500.2, Information Assurance Implementation, 6 February 2003
DoD 8510.1-M, DITSCAP Application Manual, 31 July 2000
DoDI 8520.2, Public Key Infrastructure (PKI) and Public Key (PK) Enabling, 1 April 2004
DoDI 8551.1, Ports, Protocols, and Services Management (PPSM), 13 August 2004
DoDD 8570.1, IA Training, Certification, and Workforce Management, 15 August 2004
DoD 8570.01-M Information Assurance Workforce Improvement Program December 19, 2005.
DoDI 8580.1, Information Assurance (IA) in the Defense Acquisition, 9 July 2004
DoDD C-5200.5, Communications Security (COMSEC), 21 April 2000

DoDI 8510.bb Interim DoD Information Assurance Certification and Accreditation Process (DIACAP), 06 July 2006

Executive Order 12958, as amended, Classified National Security Information, 17 April 1995
Executive Order 12333, United States Intelligence Activities, 4 December 1981

Federal Information Security Management Act of 2002, Title III of E-Government Act of 2002 (PL 107-347)
Computer Security Act of 1987 (PL 100-235)

Homeland Security Presidential Directive (HSPD-7), Critical Infrastructure Identification, Prioritization, and Protection, 17 December 2003

NAVSO 5239.1--Introduction to Information Systems Security
NAVSO 5239.2--Terms, Abbreviations, and Acronyms

NSTISSP No.11, National Policy Governing the Acquisition of IA and IA-Enabled IT Products, January 2000

OMB Circular A-130, Management of Federal Information Resources, 28 November 2000
OPNAVINST 5239.1B, Navy IA Program, 9 November 1999

SECNAVINST M-5239.11, DON Information Assurance Program; Information Assurance Manual, November 2005
SECNAVINST 5239.3A, DON Information Assurance Policy, 20 December 2004
SECNAVINST 5211.5D, DON Privacy Act Program, 17 July 1992
SECNAVINST 5720.47, DON Policy for Content of Publicly Accessible WW Sites, 24 October 2003
SECNAVINST 5510.30A, CH-1, DON Personnel Security Program Regulation, 19 June 2000
SECNAVINST 5510.36, DON Information Security Program Regulation, 17 March 99

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

2.1 Specifications and Standards.

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

2.2 Software Development Standards.

2.2.1 Development, enhancement and implementation of present and future IT systems, whether RDT&E or business related, shall be in accordance with established software development standards, policies and procedures as specified in individual task orders.

2.3 Web Sites, Web Enablement & Application Development.

2.3.1 All task order Performance Work Statements with tasks referencing Web sites shall reflect current compliance with DoD, DON and NAVAIR Web site/server policies, including NAVINST 5238.1, integrating with MyNAVAIR (NAVAIR Corporate Portal) whenever possible:

“Current referenced applications will be modernized and all future development will be performed in accordance with the Navy Enterprise Application Developer's Guide (NEADG), DON/NAVAIR FAM and Task Force Web (TFWeb) mandates. Any Web sites/servers hosted/located in contractor facilities, or outside NAVAIR enclave, will transition to NAVAIR architecture and infrastructure as soon as possible.”

2.4 Software Development/Server Procurement.

2.4.1 For task order Performance Work Statements that include software development and/or server procurement:

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

3 REQUIREMENTS.

3.0.1 The Contractor shall provide the following types of services as further defined in individual T.O.s. The following sections are interrelated and are not exclusive or exhaustive groupings of possible tasks. Subsections are provided to help categorize and aid in the understanding of the scope of the services to be provided under this contract.

3.1 Studies, Analyses and Assessments.

3.1.1 The Contractor shall provide support services in various scientific and engineering fields to research, assess, analyze, design, develop, test, benchmark, and evaluate the application of IT resources to meet NAWCWD mission requirements. Benchmarking shall include hardware, software, systems and components to determine their applicability, economy, effectiveness, and performance in supporting the NAWCWD mission. Areas supported include weapon system analysis, engineering and integration; system software design, development, verification and validation; in-service engineering for weapons database management systems; IT architectures; communication systems; and IT systems/security.

3.1.2 The Contractor shall devise new and/or enhanced mathematical and/or statistical solutions to physical, engineering or business problems. Engineering problems may include analysis/simulation/modification of current embedded computer resources in aircraft avionics and missile weapon systems. Physical problems may include simulations and projections of aircraft and missile engagement profiles. End products may include IT resource system requirements, life cycle management documentation, functional descriptions, specifications, technical reports, test plans, benchmark tests, engineering studies and suitable applications programs.

3.1.3 The Contractor shall utilize on-demand high performance computing (HPC) to meet mission objectives and serve NAWCWD science-and-technology and test-and-evaluation communities in support of NAVAIR and its mission in serving the Fleet. HPC-based efforts may support areas such as modeling of radio-frequency systems and antenna designs, computational fluid dynamics, ocean modeling, weather prediction, radar-cross-section prediction and signal and image processing. HPC support may include the application of conventional "super computers", "real time" computers and scalable parallel processors to the NAWCWD mission.

3.1.4 The Contractor shall perform feasibility and design studies, analyses and development/implementation of communications systems and networks for large as well as small scale IT systems for use by NAWCWD and other Government and Contractor entities which require (in pursuit of NAWCWD mission objectives) such support.

3.1.5 The Contractor shall perform studies, analyses and implementation support services for data/system security procedures in support of information assurance (IA) requirements. This effort includes but is not limited to embedded weapon systems, weapon system support, scientific and engineering IT systems.

3.1.6 The Contractor shall perform artificial intelligence studies, analyses and implementation in the areas of representation and reasoning including generative and reactive planning/control, fuzzy logic/control, reasoning, argumentation, and deduction. Other possible areas of support are related to perception disciplines such as 3D modeling and interpretation, information source integration, image/scene analysis, object and feature detection/recognition/analysis, and virtual reality.

3.2 Project Planning, Technical Reviews, and Documentation for IT Systems.

3.2.1 The Contractor shall perform, participate in, and support technical reviews to demonstrate and document NAWCWD IT systems and IT project compliance with DoD, Department of the Navy (DoN), and joint service or other Government project requirements, reviews, and development schedules.

3.2.2 The Contractor shall provide IT project planning and management activities including feasibility, cost/benefit, alternatives, and economic analyses and planning services as well as services related to the entire set of standard project management functions and full life-cycle management of all projects assigned.

3.2.3 The Contractor shall develop various documents at the task order level that shall include but are not limited to the following:

3.2.3.1 Configuration Management Plan

3.2.3.2 Database Administration Plan

3.2.3.3 Data Communications Plan

3.2.3.4 Economic Analysis, Modeling and Trade-off analyses

3.2.3.5 Functional Descriptions

3.2.3.6 General Functional Requirements

3.2.3.7 Interface Design Documents

3.2.3.8 Plan of Actions and Milestones

3.2.3.9 Logistics Plans

3.2.3.10 Maintenance and Operations Plans

3.2.3.11 Project Management Plans

3.2.3.12 Repair and Maintenance Plans

3.2.3.13 Requirements Documents

3.2.3.14 Security Plans

3.2.3.15 Software Design Documents

3.2.3.16 Software Development Plans

3.2.3.17 System or Subsystem Specifications

3.2.3.18 Standardization and Interoperability Plans

3.2.3.19 Quality Assurance Plans

3.2.3.20 Test and Evaluation Plans

3.2.3.21 Test Procedures, Results and Reports

3.2.3.22 Training Plans

3.2.3.23 Training Materials

3.2.3.24 Transition Strategy Plans

3.2.3.25 User Manuals

3.2.3.26 Verification and Validation Plans

3.3 Software Development.

3.3.1 The Contractor, in response to software requests, shall first review existing commercial off-the-shelf software (COTS) and government off-the-shelf software (GOTS) for its applicability to the NAWCWD mission and the planning for and integration of selected software into the NAWCWD software suite prior to promoting a development program. All software efforts shall comply with the DoD and DoN application and portfolio management initiatives. In support of software systems development, the Contractor shall perform:

3.3.1.1 Strategic, generalized and project specific planning.

3.3.1.2 Requirements definition, technology assessment, feasibility studies, and analysis of alternatives.

3.3.1.3 Systems modeling, systems integration, interface planning and transition analysis.

3.3.1.4 Design, enhancement, modification, prototyping, coding, testing, evaluation, implementation and training for IT applications.

3.3.1.5 Development, implementation, modification and update of operating systems and communications software systems.

3.3.1.6 Development of new, prototype, one-of-a-kind and novel data gathering and data reduction devices.

3.3.1.7 Application of computer aided engineering disciplines such as, but not limited to, computer aided design, computer aided manufacturing and computer integrated manufacturing, and computer aided software engineering (CASE) disciplines such as, but not limited to, diagram editing systems, design analysis and checking facilities, query language facilities, data dictionary facilities, report generation facilities, forms generation tools and import/export facilities. These disciplines shall be applied, where applicable, to NAWCWD scientific and engineering IT support requirements.

3.3.1.8 Support of the independent verification and validation process.

3.3.2 The Contractor shall perform analysis, design, coding, integration, testing, and deployment of specified software which shall include providing training to Government personnel. The Contractor shall also perform these efforts with both COTS and GOTS software.

3.3.3 The Contractor shall participate in assessments, process definition, preparation and implementation of plans of action for improvement, and reassessments of software projects.

3.3.4 The Contractor shall develop embedded software for weapons systems, aircraft systems, and simulations. The Contractor shall also provide software development support for war gaming simulations and exercises.

3.3.5 The Contractor shall provide software development support for process monitor control systems and environmental monitoring systems.

3.3.6 The Contractor shall provide software development support for activities related to the prototyping, development, coding, testing, integration, and maintenance of software for weapon system tactical support systems.

3.4. Information Technology Services.

3.4.1 The Contractor shall provide information and communications systems development and operations services for the NAWCWD RDT&E mission and supporting business functions. These services include communications system development and operations, computer system and software installation and operations, system/software administration, system and component maintenance, user support, training, security, and computer facilities management.

3.4.2 The Contractor shall provide support services for voice, video, and data communications systems. Management of these network and communication services encompass intranets, internets, electronic commerce, telephony and other associated networking/communication systems including the support necessary to develop, implement and maintain such systems. The Contractor shall provide and implement fail-safe security including the incorporation of network and system security systems and practices. The Contractor shall be responsible for the design, integration, installation, and operations of computer/communications components and associated functions.

3.4.3 The Contractor shall provide hardware and software systems planning and engineering in support of systems transition, reliability, maintainability, human factors, personnel requirements, standardization, cost effectiveness and quality assurance as well as engineering services including function analysis, synthesis of concepts, evaluation, development of decision matrices, and development/description of system elements.

3.4.4 The Contractor shall provide hardware and software services for NAWCWD computing and communications systems and their various components and associated systems.

3.4.4.1 Hardware services include system development, configuration, installation, calibration, modification, repair, upgrade and modernization, evaluation of performance, cleaning and adjusting to meet manufacturers' original equipment specification tolerances or those established through subsequent modifications.

3.4.4.2 Software services include evaluating and optimizing system software; analyzing new software releases to determine impact on existing applications; maintaining, testing, and debugging system software; installing releases; developing various utilities; providing assistance to users of systems software; and performance of configuration management.

3.4.5 The Contractor shall provide support for scientific and engineering systems and initiatives as well as analyses of IT operations and maintenance issues. The Contractor shall be required to set up, operate and optimize data collection and validation systems composed of unique and/or special purpose, one-of-a-kind IT resource systems and components in a variety of locations, climates and environments.

3.4.6 The Contractor shall provide support services for system troubleshooting with restoration of system software to operational condition, system performance monitoring and tuning, system backup and recovery, and the setup of distributed computing systems/environments. The Contractor shall ensure reliable system operation through baseline backups plus incremental backups to digital media, plus rapid, responsive recovery in the event of hardware failure.

3.4.7 The Contractor shall provide support services for the NAWCWD RDT&E workstation and server environment including management and support of linked or networked resources; monitoring, tracking, and ordering; and installation, modification, troubleshooting and upgrading.

3.4.8 The Contractor shall also provide centralized user support including a single point of contact for problem reporting and resolution regarding workstation hardware, software, equipment, management and performance analysis; dispatch of repair or assistance personnel, technical advice, assistance, and training to users. These services may be provided as part of a NAWCWD corporate function or to specific organizational components of NAWCWD.

3.4.9 The Contractor shall provide user and operator support, maintenance and integration services, including both call-in and on-line support, and troubleshooting of the various automated scientific and engineering systems. Contractor shall provide components utilized in the research, development, test, evaluation and training requirements

of the NAWCWD; provide development, improvement, modernization, and operations of support centers/help desks; and provide maintenance for automated systems only if such systems are not covered by a separate maintenance agreement(s) with the original equipment manufacturer or third party maintenance organization.

3.4.10 The Contractor shall provide support services for the training of Government personnel on the use of IT systems and application software. Training, if any, shall be for Contractor produced products, Government products, other third party software or combinations thereof.

3.4.11 The Contractor shall perform IT security functions in the areas of computer security, network security, and information security per requirements defined at the task order level. The Contractor shall provide support services for the accreditation of computer/communications hardware, software, and systems.

3.4.12 The Contractor shall provide services in support of the development and continuation of customer relationship management (CRM) strategies including system selection, development, implementation, and operations.

3.4.13 The Contractor shall support the recently adopted NAVAIR thrust to integrate business systems and processes using enterprise resource planning (ERP) concepts and practices in support of NAVAIR/NAWCWD business software such as financial, budgets, procurement, personnel, supply and materials, and other legacy systems in an automated and integrated environment. This requirement will be effective once ERP is implemented by the Government. The Contractor shall provide support services for configuration and integration of hardware and software including interconnectivity of IT equipment in support of collaborative computing systems. The Contractor shall provide intercommunication for interfacing organizations, interface analysis, computer resource installation, and software and hardware connectivity. NAWCWD will share common data and practices across the enterprise and enable systems to produce and access information in real-time mode.

3.5 Data and Information Handling, Data Management, and Administration.

3.5.1 The Contractor shall provide data and information handling support services using an array of data formats, media and input methodologies that includes, but is not limited to: voice, data, film, video, image, printed materials, and combinations thereof. These support services include but are not limited to: word processing, data acquisition, data processing, data entry (including keypunching), data management, data reduction and analysis, media conversion, microfilming, microfiche, image scanning and multimedia technologies. The Contractor shall also provide technical library support that includes, but is not limited to: library management, library systems operations, resource management, research, acquisition, and distribution. The Contractor shall be required to use both manual and automated systems to accomplish these described types of tasks.

3.5.2 The Contractor shall define, analyze, rationalize and develop alternatives for data and information handling; perform econometric analyses and present alternatives for the development of database initiatives. Based on a Government-selected and authorized database initiative, the Contractor shall be required to provide support in any or all of the following database areas: design, development, programming, installation, operation, modification, update, documentation, and maintenance. Operation of databases may include incorporation of authorized changes into existing data files, creation of backup and archive copies of new or updated data files, creation of new data files from digital draft, handwritten, typed or other media input, and conversion of data files from one format to another.

3.5.3 The Contractor shall design, develop, maintain, update, modify, track, and evaluate IT hardware, software and systems documentation. Examples of such documentation include, but are not limited to, specifications, conceptual documents, design documents, operations and maintenance manuals, processes and procedures, drawings, test documentation, and other types of data developed or acquired by the Government.

3.5.4 The Contractor shall perform documentation reviews to verify accuracy, clarity, consistency, completeness, and conformance to applicable standards. The Contractor shall also provide publishing functions (e.g., text, tables, equations, graphics and various file conversions). The elements of the review may include proofreading, legibility,

grammar, spelling, punctuation, dimensioning and tolerancing, and others as specified as necessary to meet project/program/mission goals.

3.5.5 The Contractor shall operate computer-aided design (CAD), computer aided manufacturing (CAM), computer integrated manufacturing (CIM), and computer aided engineering (CAE) (including computer aided software engineering) systems.

3.5.6 The Contractor shall provide support for the various on-going management process improvement efforts of the NAWCWD. Efforts may include charting, development, description and analysis of process measures (metrics), interpretations and recommendations, and information presentation and distribution.

3.5.7 The Contractor shall provide data management and administration services including project and program specific data repositories and data dictionaries, as well as other data management services for project and program specific applications.

3.6 Configuration/Data Management for IT Systems.

3.6.1 The Contractor shall provide configuration/data management services for NAWCWD IT systems. Responsibilities will include the definition, accounting, documenting, controlling, storing, and reporting of data and information concerning hardware, software, systems, components and processes over their life cycle. The specific documentation, procedures, format and content shall be controlled by selective application and tailoring of necessary standards. Some examples of documentation that shall be required by the Government during the term of the contract include:

3.6.1.1 Studies and analysis related to automated tools and modeling systems.

3.6.1.2 Scientific and Technical reports including analysis, trade-off studies, alternatives and status summaries.

3.6.1.3 Modeling and simulation data spanning the spectrum from real time to off-line.

3.6.1.4 Computer aided engineering data spanning the spectrum from computer aided drafting/design to computer integrated manufacturing.

3.6.1.5 Design specifications for hardware, software and systems ranging from one-of-a-kind data-gathering systems to interface specifications for embedded systems.

3.6.1.6 "As Built" data and documentation for hardware, software and systems.

3.6.1.7 Maintenance manuals and associated maintenance processes and procedures.

3.6.1.8 Database interface and interconnection requirements.

3.6.1.9 Quality control and quality assurance processes, procedures and application strategy data.

3.6.1.10 Econometric studies and analysis of various automated scientific, engineering and training systems and subsystems and their inter-relationships.

3.6.1.11 Reliability, maintainability and availability data, including statistical data.

3.6.1.12 Graphical data and interactive graphic data.

3.6.1.13 System and equipment installation/de-installation data.

3.7 Quality Assurance/Quality Control of IT Systems.

3.7.1 The Contractor shall provide services in areas related to reliability, maintainability, quality engineering, quality assurance and parts control.

3.7.2 The Contractor shall be required to review and analyze processes, plans and procedures. Services may also include the preparation and updating of quality plans and procedures, criticality analysis, procedural audits, analysis and tracking of requirements, inspection of product design and implementation, examining records of walk-throughs and inspections, supporting the preparations for project reviews certifying test procedures, facilities and tools, and witnessing tests.

3.8 Corporate Business Services.

3.8.1 The Contractor shall provide services in various areas of corporate business support that include, but are not limited to:

3.8.1.2 Financial and business support including financial and accounting support, property/inventory services, procurement/supply support, and resource planning services.

3.8.1.3 Administrative support services to provide data and information handling services using an array of data formats.

3.9 Test Support Services.

3.9.1 The Contractor shall provide test support services, telemetry support services and other data capture and data retrieval support services related to the RDT&E mission of the NAWCWD.

3.9.2 The Contractor shall provide computational analysis of derived data (e.g., force coefficients, transfer coefficients and drag). The Contractor shall also perform theoretical computations to predict or model flight-test characteristics.

3.9.3 The Contractor shall provide modeling and simulation services including the various derivations and permutations thereof including scientific visualization, artificial/synthetic environments, virtual reality, real time simulation, hybrid simulation, distributed interactive simulation (constructive and virtual with linkages to live), and 3-D/solid modeling. Modeling and simulation shall include prototyping to define the feasibility for entering into acquisitions to support Fleet needs for which there is no system or for which existing systems do not provide the needed capabilities as well as verification and validation of various simulations and the accreditation of support services.

3.9.4 The Contractor shall provide data editing and examination of field records that includes, but is not limited to, photographic film, videotape, and associated data recording methodologies support services.

3.10 Management of Sensitive and Secure Data and Systems.

3.10.1 A primary concern of the Government is the capability of the contractor to ensure confidentiality of the information resident in the various scientific, engineering and training systems while providing support services. Therefore, the Contractor shall provide both, an adequate data systems design and stringent operating practices and procedures.

3.10.2 Depending on the particular system involved, information used on or with that system may be classified up to the level of 'Top Secret', or in any of several "Unclassified Sensitive" categories. Examples of "Unclassified Sensitive" categories include but are not limited to: 'For Official Use Only,' 'Privacy Act,' 'Procurement Sensitive', and 'Export Controlled'. Systems operating above the level of 'Secret' require special review and handling and will not be utilized without review of the task order by the NAWCWD Security Office.

3.10.3 The duplication and disclosure of classified or sensitive information to any person other than a Government or contractor employee who must have the information for the performance of obligations, as set forth by the requirements of this contract, is forbidden unless such duplication or disclosure is specifically authorized in writing by the Contracting Officer (see the Contract level or T.O. level if applicable, DD254 (Attachment 1) for a detailed description of security requirements).

3.10.4 Contractor personnel assigned to manage, handle, maintain, or otherwise have access to classified or sensitive information or systems shall possess the appropriate security classification and have had appropriate, current training prior to being afforded access to classified or sensitive information or systems. The Contractor shall also provide periodic (not less than once per year) general employee indoctrination and awareness training concerning the classified and sensitive nature of the various information processing systems and the Contractor's responsibilities for safeguard of these systems. Such presentations shall be submitted to the Contracting Officer for Security Matters for approval prior to their presentation to contractor employees.

3.10.5 The Contractor shall implement security policies and procedures in several aspects, including but not limited to:

3.10.5.1 Operating System Security: including the control of access to IT systems data functions, hardware, and software resources by users and user processes.

3.10.5.2 Human/Computer Interface Security: including the definition and execution of types of user access to objects or data within the purview of human/computer interface systems. This includes but is not limited to limiting personnel access to windows, menus, or functions that provide human/computer interface, and the security labeling of information on displays.

3.10.5.3 Programming Security Services: including the control of access to and the integrity of programming objects such as libraries, program code, tools or information that provides the infrastructure for development of software.

3.10.5.4 Data Management Security: including control of, access to, and integrity of data stored in a system through the use of specific mechanisms such as privileges, database views, assertions, user profiles, verification of data content, and data labels.

3.10.5.5 Data Interchange Security: including verification and validation of the integrity of specific types of data interchange, such as nonrepudiation, encryption, access, data security labeling, etc.

3.10.5.6 Graphics Security: including protection of the integrity of and access to data graphic images such as charts, graphs, pictorials, animations, etc.

3.10.5.7 Network Security: including access, authentication, confidentiality, integrity and nonrepudiation controls, and management of communications between senders and receivers of information on a network as well as cooperation with other contractors and Government personnel assigned primary responsibility for NAWCWD networking system security.

3.11 Contract Data Requirements Listings (CDRL).

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

3.11.1.1 Monthly Progress Report, **CDRL A001**. The contractor shall provide Monthly Progress Reports for each Task Order, outlining work accomplished, problems encountered, problems solved, travel/trip report(s), items delivered, training completed, current schedule. T.O. requirements may specify additional reporting items. The contractor shall submit a proposed format to the Government no later than 15 days after the effective date of the contract. The format is subject to Government approval. (Not required for Firm Fixed Price CLINS)

3.11.1.2 Task Order Expense Report, **CDRL A002**, for each Cost Plus Award Fee Task Order. The contractor shall prepare and submit a bi-weekly (twice a month) Task Order Expense Status Report reflecting task order status relative to expense of dollars and labor hours. The report shall reflect the contractor's "best estimates" of actual dollars and labor hours expended through the end of the previous week, and projections of weekly "burn rate," "stop work" date, and variances from expected expense plan. The cost information shall include a trend analysis graph for both hours and dollars to assist the Government in determining the status of each Task Order. The contractor shall submit a proposed format to the Government no later than 7 days after the effective date of the contract. The format is subject to Government approval. (Not required for Firm Fixed Price CLINS)

3.11.1.3 Estimate to Complete/Estimate at Completion (ETC/EAC) Report, **CDRL A003**. This report shall represent the contractor's best estimate of total expenses (labor hours and dollars costs) at the T.O. period end date. The contractor shall develop and deliver this product for each T.O. for the phase ending dates listed in the CDRL. (Not required for Firm Fixed Price CLINS)

3.11.1.4 The Contractor Award Fee Performance Self-Evaluation Report, **CDRL A004** for each evaluation period. (Not required for Firm Fixed Price CLINS)

3.11.1.5 Funds/LOE 75% status spreadsheet, **CDRL A005**. The contractor shall provide this bi-weekly (twice a month) spreadsheet in accordance with the details in the CDRL. (Not required for Firm Fixed Price CLINS)

3.11.1.6 The Contract Cost Summary Report, **CDRL A006**. The contractor shall prepare and submit concurrently with each voucher/invoice submitted. (Not required for Firm Fixed Price CLINS)

3.11.1.7 Contract Data Product Summary, **CDRL A007**. The contractor shall deliver a CD archiving all contract level data products submitted from contract inception through date of submittal of this data product. Submission is required 15 days after the end of each Government fiscal year, and 15 days after the end of the contract period of performance. The contractor shall submit the proposed format no later than 45 days after the effective date of the contract. The format is subject to Government approval.

3.11.1.8 Employee Qualification Statement, **CDRL A008**. The contractor shall provide a CD of qualification packages, based on Employee Qualification (Attachment 1) for all direct personnel employed under the STARS contract within 30 calendar days of contract start date.

3.11.1.9 The Award Fee Period Hours Report, **CDRL A009** summarizing all hours worked during each evaluation period. (Not required for Firm Fixed Price CLINS)

3.11.1.10 The Burdened and Unburdened Labor Rate Report, **CDRL A00A**. (Not required for Firm Fixed Price CLINS)

3.11.1.11 The Indirect Expense Report, **CDRL A00B**. (Not required for Firm Fixed Price CLINS)

3.11.1.12 The Relocation Report, **CDRL A00C**.

3.11.1.13 The Personnel Report, **CDRL A00D**.

3.11.1.14 The Phase-Out Plan, **CDRL A00E**. The contractor shall prepare and submit a Phase-Out Plan. The Phase-Out Plan shall describe the transition between the incumbent contractor and the follow-on contractor. The Phase-Out Plan is deliverable only if requested by the Contracting Officer. The Phase-Out Plan (draft and final) shall be delivered to the Contracting Officer and COR as an electric file attachment to a transmitting E-mail.

3.11.1.15 The Operations Security (OPSEC) Plan, **CDRL A00F**. The contractor shall prepare and submit the draft OPSEC plan 90 days after award. The final plan is due 45 days after government approval of the draft.

3.11.1.16 The Contractor shall provide other CDRLs (e.g., technical reports) as required and defined by individual T.O.s.

4.0 SPECIAL CONSIDERATIONS.

4.1 Vehicles. Clause 5252.245-9500 in the contract applies.

4.2 Security. The attached DD Form 254 identifies the anticipated security access and performance requirements for a majority of the task orders that will be issued under this contract. T.O. specific DD254's will be issued when security requirements differ in anyway from the basic contract DD254.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

252.223-7006 Prohibition On Storage And Disposal Of Toxic And Hazardous Materials APR 1993

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.

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.

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
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
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 NAWCWD, Code J26000D.

(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.

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
0001	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0002	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0003	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0004	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0005	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0006	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0007	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0008	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0009	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0010	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0011	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0012	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0013	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0014	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0015	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0016	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination

0017	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0018	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0019	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0020	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0021	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0022	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination
0023	POP 01-APR-2008 TO 31-MAR-2013	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-35	F.O.B. Destination, Within Consignee's Premises	APR 1984

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (MAR 1999)

(a) The contract shall commence on April 1, 2008 and shall continue through March 31, 2013.

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 quantity is \$100,000; the maximum quantity is is 2,951,395 hours, if 100% of the option hours are utilized and will be funded upon issuance of the first Task Order.

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

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

(a) The contractor shall concurrently deliver technical data and information per DD Form 1423, Blocks 12 and 13 (date of first/subsequent submission) to all activities listed in Block 14 of the DD Form 1423 (distribution and addresses) for each item. 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) PCO, Code (See CDRL for appropriate address).

(2) ACO, Code N/A

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

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

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

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

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

(g) DD Form 1423, Block 14 Mailing Addresses: See applicable CDRL for appropriate address.

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests MAY 2006

CLAUSES INCORPORATED BY FULL TEXT

5252.201-9500 GOVERNMENT POINTS OF CONTACT (NAVAIR)(OCT 2005)

- (a) The Technical Assistant (TA) for this contract will be specified in individual task orders.
- (b) The TA will provide technical direction and discussion, as relating, but not limited to the specification and/or statement of work, and will monitor the progress and quality of contractor performance.
- (c) The TA is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery/task order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery/task order). When, in the opinion of the contractor, the TA requests any of the aforementioned changes, the contractor shall promptly notify the Contracting Officer (or ordering officer, for delivery/task orders) in writing. If the contractor believes or interprets any action by the TA to be a change to the contract, the contractor will promptly notify the Contracting Officer in writing. Any failure by the contractor to notify the Contracting Officer in writing of any changes is an admission that the contractor is working at its own risk on a voluntary basis. No action shall be taken by the contractor under such direction until the Contracting Officer (or ordering officer) has issued a modification to the contract (or delivery/task order) concerning the subject change(s) or has otherwise resolved the issue.

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

- (a) The Contracting Officer has designated (b)(6), Code 721000D, 1 Administration Circle, Stop 1204, China Lake, CA 93555-6100 as the authorized Contracting Officer's Representative (COR) for this contract.
- (b) The COR is responsible for monitoring the performance and progress, as well as overall technical management of the orders placed hereunder and should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of this contract.
- (c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

5252.204-9503 EXPEDITING CONTRACT CLOSEOUT (NAVAIR)(DEC 2006)

- (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.

5252.232-9504 SPECIAL PAY INSTRUCTIONS FOR PAYING OFFICE (NAVAIR) (MAY 2006)

(a) Invoices submitted for payment, which do not contain contract line item number (CLIN) (or subline item number (SLIN), if any) and the accounting classification references number (ACRN) information, will be returned for correction.

(b) The disbursement of funds will be by the CLIN/SLIN/ACRN designation.

(c) If progress payments are authorized, payments will be made against the unliquidated balance of all applicable CLINs/SLINs.

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:	<p>If the Paying Office (see below) is N50120: -- Select Combo for Fixed Price Supplies and Services. -- Select Cost Voucher for all Cost or T&M contracts or CLINs. For ALL OTHER Paying Offices: -- 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).</p>
Issuing Office DODAAC	N68936
Admin Office DODAAC:	N68936
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)	N/A
DCAA Office DODAAC (Used on Cost Voucher's only):	N/A
Paying Office DODAAC:	N50120

(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
	(b)(6)		COR

5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(NOV 2006)

(a) Contract Administration Office.

(1) The following contract administration functions (see FAR 42.302(a) and DFARS 242.302(a)) will be retained by the Procuring Contracting Officer (PCO): FAR 42.302(a) (3), (4), (6), (10), (13), (15), (17), (23), (26)-(29), (31), (38)-(40), (44)-(47), (51)-(55), (58)-(59), (62)-(64), (67), (70).

(2) The remaining contract administration functions are assigned (see FAR 42.302).

(b) Inquiries regarding payment should be referred to: MyInvoice at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>.

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)

G-TXT-06 SECURITY ASSIGNMENT (APR 2002)

Defense Security Service, *_____ is hereby assigned administrative responsibility for safeguarding classified information.

*Will be updated when DD254 is finalized

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

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

5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(OCT 2005)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) Contracting restrictions.

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

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

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

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

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

(6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major

component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with two years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

(7) Advisory and Assistance Services (AAS). If the contractor provides AAS services as defined in paragraph (d) of this clause, it shall be ineligible thereafter to participate in any capacity in Government contractual efforts (solicited or unsolicited) which stem directly from such work, and the contractor agrees not to perform similar work for prospective offerors with respect to any such contractual efforts. Furthermore, unless so directed in writing by the Contracting Officer, the contractor shall not perform any such work under this contract on any of its products or services, or the products or services of another firm for which the contractor performs similar work. Nothing in this subparagraph shall preclude the contractor from competing for follow-on contracts for AAS.

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

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

(1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;

(2) a description of the work to be performed;

(3) the dollar amount;

(4) the period of performance; and

(5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

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

5252.211-9502 GOVERNMENT INSTALLATION WORK SCHEDULE (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.

5252.216-9500 UNILATERAL UNPRICED DELIVERY/TASK ORDERS (NAVAIR)(OCT 2005)

(a) When the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent, the PCO may issue a unilateral unpriced order requiring the contractor to provide the supplies or services specified.

(b) The unilateral unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the PCO receives written notification from the contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The contractor shall submit its cost proposal within thirty (30) days after receipt of the order. The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order before the proposal is submitted.

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the PCO shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

(d) If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the PCO will issue a modification to the unilateral unpriced order which establishes the Government's total estimated cost for the order. This estimate will remain in effect until a final price is established in a bilateral modification to the order. However, nothing shall excuse the Contractor from proceeding with the performance of the order while any resulting dispute is being settled.

(e) Failure to arrive at an agreement shall be handled as a dispute in accordance with the Disputes clause of this contract.

(f) The Contractor shall honor any order issued under this provision unless written notification is made within 48 hours of issuance of the Unilateral Unpriced Order which provides specific reasons why the order cannot be honored, and why there is no possibility of performance. Upon receiving the notice, the Government may acquire the supplies or services from another source and require the contractor to provide any technical information required for performance.

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.

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 \$100,000.00, 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, 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.

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

(a) Unless the procedures in paragraphs (b) and (c) are utilized orders will be issued under this contract using the following streamlined procedures:

(1) For each proposed order, the contracting officer will provide the contractor with a statement of work (SOW) and an independent Government cost estimate (IGCE).

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will response with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the

contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

(3) If the contractor does not agree with the SOW and/or IGCE, a proposal will be submitted to the contracting officer within five (5) working days of receipt of the SOW and IGCE, addressing only the specific areas of differences. Once the differences are resolved between the contracting officer and the contractor, and the contracting officer determines that the price is fair and reasonable, a fully negotiated, priced order will be issued to the contractor.

(b) There may be occasions when the Government determines, in circumstances of emergency or exigency, that the need for specific supplies or services is unusually urgent. On such occasions, the Ordering Officer may issue an order based solely on the Government estimate, requiring the contractor to provide the supplies or services specified without having an opportunity to review the Government estimate before the order is issued. This type of order shall be a unilaterally unpriced order.

(1) The unilaterally unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

(2) The Government has no obligation to pay for the supplies or services ordered until the actual price and delivery schedule have been negotiated. In no event shall the costs incurred exceed the estimated cost of the order.

(3) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the Ordering Officer shall negotiate a bilateral modification to the original order finalizing the price and delivery schedule.

(4) Should the Ordering Officer and the contractor be unable to reach an agreement as to the terms of the order, the conflict shall be referred to the Contracting Officer who shall issue such direction as is required by the circumstances. If a bilateral agreement is not negotiated within sixty (60) days after submission of the contractor's cost proposal, the Contracting Officer will issue an modification to the unilaterally unpriced order that establishes the Government's total estimated cost for the order. This price will remain in effect unless the contractor requests to negotiate the price by submission of a proposal.

(5) Failure to arrive at an agreement shall be considered a dispute in accordance with the clause entitled "Disputes."

(c) For orders under \$100,000, the procedures for reaching agreement are as follows:

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

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

(i) notify the Ordering Officer within three working days

(ii) submit a proposal for the work requested in the order,

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

5252.227-9501 INVENTION DISCLOSURES AND REPORTS (NAVAIR) (MAY 1998)

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

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

Name and address of Patent Counsel:

Office of Counsel, Code K00000D

Naval Air Warfare Center Weapons Division

1 Administration Circle, Stop 1009

China Lake, California 93555-6001

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5252.227-9512 TRADEMARK MANUFACTURE/USE LICENSE AGREEMENT (NAVAIR) (MAR 2007)

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



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

(c) The contractor shall adhere to the technical specifications of the trademark as shown in the NAVAIR style guide which can be found at: <https://mynavair.navair.navy.mil/>.

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

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

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

5252.228-9501 LIABILITY INSURANCE (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.

5252.232-9509 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.

5252.237-9501 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)".

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

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

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

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the

Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: Sandra Scharn-Stevens, 429 E. Bowen Road, Stop-4015, China Lake, CA 93555-6108, (760) 939-9665, sandra.scharn-stevens@navy.mil.

**5252.245-9500 GOVERNMENT PROPERTY FOR THE PERFORMANCE OF THIS CONTRACT
(NAVAIR)(APR 1998) - ALT I (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): N68936-02-D-0027. For planning purposes, the total GFP/GFM line item and dollar value is as follows:

China Lake Site: GFP – Total items: 895	Dollar Value: \$3,212,467.35
GFM – Total items: 62,361	Dollar Value: \$49,355.33
Pt. Mugu Site: GFM – Total items 438	Dollar Value: \$102,318.19

(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):

Special tooling will be specified at the task order level.

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

Special test equipment will be specified at the task order level.

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

Facilities will be specified at the task order level.

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

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

Agency peculiar property will be specified at the task order level.

The following terms and conditions shall be applicable to the agency peculiar property, if any, identified above:

(A) each item of agency peculiar property shall be identified by its Federal Item Identification Number and Government Nomenclature;

(B) the agency peculiar property shall be accounted for under this contract; and

(C) upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

(d) Government Material and Agency Peculiar Property to be Furnished Under this Contract. (This paragraph covers Government-owned material and agency peculiar property furnished to the contractor for (A) consumption in the course of manufacture, testing, development, etc., or (B) incorporation in items to be delivered under this contract, e.g., Master Government-Furnished Equipment List (MGFEL).)

(1) Subject to the provisions of the Government Property clause of this contract, the Government hereby agrees to provide hereunder the Government-owned agency peculiar property and material identified in (d)(2) and (d)(3) to the Contractor. The Contractor is hereby authorized as appropriate, (A) to consume the material identified in (d)(2) and the agency peculiar property identified in (d)(3) in performing this contract or (B) to incorporate such material and agency peculiar property in articles under this contract.

(2) Material (as defined in FAR 45.301):

Materials will be specified at the task order level.

Requisitioning Documentation: Contractor access to the federal supply system is permitted only when the material as well as the quantity is identified in the above paragraph. The contractor shall prepare requisitioning documentation for the above material in accordance with the "Military Standard Requisitioning and Issue Procedures (MILSTRIP) for Defense Contractors", DoD 4000.25-1-M, Chapter 11 and NAVSUP Publication 437 as revised by DoD AMCL 1 A guidance. The contractor must submit all requisitions for Government Furnished Material (GFM) from the supply system to the Material Control Activity (MCA) specified in Section G of this contract. Upon completion or termination of this contract, the contractor shall request and comply with disposition instructions from the Contracting Officer.

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

Agency peculiar property will be specified at the task order level.

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

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

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

(2) Installations. None

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

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

Bailment Agreement

Under which

Accountable

(2) Description Serial Number

None

(g) This clause shall in no event be construed to authorize rent-free use of any property identified above for any effort other than that called for under this contract.

(h) Installation Cost. The estimated cost, and fee, if any, of this contract makes full allowance for all costs to be incurred under this contract for the adaptation and installation of the property identified in this clause.

(i) Installation. Government production and research property, other than foundations and similar improvements necessary for the installation of special tooling, special test equipment, and plant equipment, as defined in FAR 45.101, shall not be installed or constructed on land nor owned by the Government in such fashion as to be non-severable unless authority is granted by the Contracting Officer cognizant of the contract under which the property is provided in accordance with FAR 45.309.

(j) Limitation: This clause does not authorize the contractor to acquire any property for the Government.

(k) The contractor represents that the price and delivery schedule of this contract have been established in reliance on the Government granting the authorization in (b), (c), (d), (e) and (f), and that no charge has been included in this contract for use of the property as authorized above.

(l) Whenever the Contracting Officer authorizes or makes available the use, on a rent-free basis, of additional Government production and research property or other Government property in the performance of this contract or subcontracts of any tier under this contract, the contract will be equitably adjusted in accordance with the procedures provided for in the Changes clause.

(m) If the Government production and research property or other Government property authorized or made available above is decreased by the Government, the contractor will be entitled to an equitable adjustment to the terms of this contract in accordance with the procedures provided for in the Changes clause hereof, as a result of such decrease; provided, however, that if any such decrease is due to the failure of the contractor or his subcontractors of any tier under this contract to fulfill their respective obligations either with respect to the Government property or with respect to the work such property is to be used to perform, the Contracting Officer will take such circumstances into account in establishing the equitable adjustment.

(n) The contractor is responsible for scheduling the use of all property covered by this clause and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the contractor due to use of any or all such property, either under this contract or any other contracts under which use of such property is authorized.

(o) Vehicles: The contractor shall provide all vehicles required for the performance of this contract. The only exception shall be those vehicles which shall be transferred from contract N68936-02-D-0027 to this follow-on contract for the useful life of each vehicle. The Government will not replace any of the specified vehicles after its useful life. Those vehicles to be transferred will be provided in the Government Furnished Property attachment to the applicable Task Order. However, for proposal purposes, the current N68936-02-D-0027 contract provides a total of twelve vehicles in which five will be transferred to the follow-on contract. As stated above, it is the contractor's responsibility to provide any additional transportation where required for the performance of each Task Order. The following information is a summary of the vehicle's status for those vehicles being transferred. The five vehicles listed below are located at China Lake, CA:

2004 Chevy 4x4 Pick-up, Kelly Blue Book Value: Very Good (\$17,485.00), Est. annual mileage: 8,886

2003 Chevy Astro Van, Kelly Blue Book Value: Good (\$7,680.00), Est. annual mileage: 4,116

2003 Chevy Astro Van, Kelly Blue Book Value: Good (\$7,580.00), Est. annual mileage: 705

2003 Chevy Astro Van, Kelly Blue Book Value: Good (\$7,480.00), Est. annual mileage: 9,394

2003 Chevy Express Van, Kelly Blue Book Value: Good (\$10,225.00), Est. annual mileage: 10,395

ASSIGNMENT OF GOVERNMENT PROPERTY ADMINISTRATOR

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

COMMANDER
CODE 210000D (LISA PELZL)
NAVAIRWARCENWPNDIV
429 EAST BOWEN ROAD – STOP 4015
CHINA LAKE, CA 93555-6108

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 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
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
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Sep 2006) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	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
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
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
52.227-1	Authorization and Consent	JUL 1995

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-10	Filing Of Patent Applications--Classified Subject Matter	APR 1984
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration Of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
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
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.245-1	Government Property	JUN 2007
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.245-9	Use And Charges	AUG 2005
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 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	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991

252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	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
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.227-7000	Non-estoppel	OCT 1966
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
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 **01 April 2008** through **31 March 2013**.

(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 \$0.00, 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 \$5,000,000.00;

(2) Any order for a combination of items in excess of \$20,000,000.00; or

(3) A series of orders from the same ordering office within 5 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after the end of the ordering period.

THE FOLLOWING CLAUSE IS APPLICABLE TO CLIN 0003:**52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)**

The Government may increase the quantity of hours called for in the schedule at the estimated cost specified. The Contracting Officer may exercise the option by written notice to the Contractor any quantity, on multiple occasions, provided that the total option quantity of **CLIN 0003** does not exceed **450,000 hours**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

52.219-4 NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS (JUL 2005)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

**52.219-25 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM—
DISADVANTAGED STATUS AND REPORTING (OCT 1999)**

(a) Disadvantaged status for joint venture partners, team members, and subcontractors. This clause addresses disadvantaged status for joint venture partners, teaming arrangement members, and subcontractors and is applicable if this contract contains small disadvantaged business (SDB) participation targets. The Contractor shall obtain representations of small disadvantaged status from joint venture partners, teaming arrangement members, and subcontractors through use of a provision substantially the same as paragraph (b)(1)(i) of the provision at FAR 52.219-22, Small Disadvantaged Business Status. The Contractor shall confirm that a joint venture partner, team member, or subcontractor representing itself as a small disadvantaged business concern, is identified as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net) or by contacting the SBA's Office of Small Disadvantaged Business Certification and Eligibility.

(b) Reporting requirement. If this contract contains SDB participation targets, the Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. This report is required for each contract containing SDB participation targets. If this contract contains an individual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan, reports may be submitted with the final Subcontracting Report for Individual Contracts (Standard Form 294) at the completion of the contract.

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 \$200,000 or the overtime premium is paid for work --

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

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

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

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

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

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

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

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

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

52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)

(a) Overtime requirements. No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation 22.300) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.

(b) Violation; liability for unpaid wages; liquidated damages. The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the Contract Work Hours and Safety Standards Act.

(c) Withholding for unpaid wages and liquidated damages. The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or Federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act.

(d) Payrolls and basic records.

(1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Davis-Bacon Act.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) Subcontracts. The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraphs (a) through (d) of this clause.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Monetary Wage

GS Series/Title	STARS Labor Category	GS Grade	Monetary Wage
2210 IT Specialist 0856 Electronics Technician	Specialist/Technical - I	GS - 1-4	\$10.60
2210 IT Specialist 0856 Electronics Technician	Specialist/Technical - II	GS - 5-8	\$16.44
2210 IT Specialist 0856 Electronics Technician	Specialist/Technical - III	GS - 9/10	\$22.15
2210 IT Specialist 0856 Electronics Technician	Specialist/Technical - IV	GS - 11/12	\$28.04
301 CM/DM Specialist 1083 Technical Writer	Administrative Support - I	GS - 1-3	\$9.98
301 CM/DM Specialist 1083 Technical Writer	Administrative Support - II	GS - 4/5	\$13.18
301 CM/DM Specialist 1083 Technical Writer	Administrative Support - III	GS - 5/6	\$14.71
301 CM/DM Specialist 1083 Technical Writer	Administrative Support - IV	GS - 6/7	\$16.38
301 CM/DM Specialist 1083 Technical Writer	Administrative Support - V	GS - 8/9	\$20.09

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:

(1) Any subcontract with non-team members, that exceeds \$2,500, shall be approved by the Contracting Officer Representative (COR) or the Contracting Officer.

(2) Any single item or system (including hardware, software, spare and repair parts), which exceeds \$2,500 shall be approved by the COR or the Contracting Officer.

(3) All vehicle purchases and/or leases shall be approved by the COR or the Contracting Officer.

(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:

(1) TEAM MEMBER SUBCONTRACTORS:

(b)(4)

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

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

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

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

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

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

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

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

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

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

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

- (i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or
- (ii) Withdrawal of authority to use property, if provided under any other contract or lease.

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

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

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

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property for use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the

Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

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

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

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

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

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

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

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

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 Naval Air Warfare Center – Weapons Division (NAWCWD) 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 NAWCWD 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. This may be confirmed by contacting the Property Administrator listed in Section H under clause 5252.245-9500.

52.248-1 VALUE ENGINEERING (FEB 2000)

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

(b) Definitions.

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

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

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

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

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

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

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

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

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

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

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

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

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

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

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

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

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

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

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

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

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

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.
- (5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.
- (6) A prediction of any effects the proposed change would have on collateral costs to the agency.
- (7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.
- (8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

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

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

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

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

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

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

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

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

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

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

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) of this clause). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

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

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

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

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

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

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

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

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

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

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

(i) Concurrent and future contract savings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall

have the rights specified in the contract modification implementing the VECF and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Necessary for emergency repair and overhaul; or

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

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

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

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

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

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

(1) Unlimited rights.

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.

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

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

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

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

(3) Limited rights.

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

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

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

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

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

(4) Specifically negotiated license rights.

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

(5) Prior government rights.

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

(i) The parties have agreed otherwise; or

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

(6) Release from liability.

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

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

(d) Third party copyrighted data. The Contractor shall not, without the written approval of the Contracting Officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the Contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

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

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

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

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data. The Contractor asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data should be restricted--

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

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

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

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

(End of legend)

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

Limited Rights _____

Contract No. _____

Contractor Name _____

Contractor Address _____

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

(End of legend)

(4) Special license rights markings.

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

Special License Rights

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the

parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

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

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

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

252.242-7004 MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM (NOV 2005)

(a) Definitions. As used in this clause-

(1) "Material management and accounting system (MMAS)" means the Contractor's system or systems for planning, controlling, and accounting for the acquisition, use, issuing, and disposition of material. Material management and accounting systems may be manual or automated. They may be stand-alone systems or they may be integrated with planning, engineering, estimating, purchasing, inventory, accounting, or other systems.

(2) "Valid time-phased requirements" means material that is-

(i) Needed to fulfill the production plan, including reasonable quantities for scrap, shrinkage, yield, etc.; and

(ii) Charged/billed to contracts or other cost objectives in a manner consistent with the need to fulfill the production plan.

(3) "Contractor" means a business unit as defined in section 31.001 of the Federal Acquisition Regulation (FAR).

(b) General. The Contractor shall-

(1) Maintain an MMAS that-

(i) Reasonably forecasts material requirements;

(ii) Ensures that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements; and

(iii) Maintains a consistent, equitable, and unbiased logic for costing of material transactions; and

(2) Assess its MMAS and take reasonable action to comply with the MMAS standards in paragraph (e) of this clause.

(c) Disclosure and maintenance requirements. The Contractor shall-

(1) Have policies, procedures, and operating instructions that adequately describe its MMAS;

(2) Provide to the Administrative Contracting Officer (ACO), upon request, the results of internal reviews that it has conducted to ensure compliance with established MMAS policies, procedures, and operating instructions; and

(3) Disclose significant changes in its MMAS to the ACO at least 30 days prior to implementation.

(d) Deficiencies.

(1) If the Contractor receives a report from the ACO that identifies any deficiencies in its MMAS, the Contractor shall respond as follows:

(i) If the Contractor agrees with the report findings and recommendations, the Contractor shall-

(A) Within 30 days (or such other date as may be mutually agreed to by the ACO and the Contractor), state its agreement in writing; and

(B) Within 60 days (or such other date as may be mutually agreed to by the ACO and the Contractor), correct the deficiencies or submit a corrective action plan showing milestones and actions to eliminate the deficiencies.

(ii) If the Contractor disagrees with the report findings and recommendations, the Contractor shall, within 30 days (or such other date as may be mutually agreed to by the ACO and the Contractor), state its rationale for each area of disagreement.

(2) The ACO will evaluate the Contractor's response and will notify the Contractor in writing of the-

(i) Determination concerning any remaining deficiencies;

(ii) Adequacy of any proposed or completed corrective action plan; and

(iii) Need for any new or revised corrective action plan.

(3) When the ACO determines the MMAS deficiencies have a material impact on Government contract costs, the ACO must reduce progress payments by an appropriate percentage based on affected costs (in accordance with FAR 32.503-6) and/or disallow costs on vouchers (in accordance with FAR 42.803) until the ACO determines that--

- (i) The deficiencies are corrected; or
- (ii) The amount of the impact is immaterial.

(4) If the contractor fails to make adequate progress, the ACO must take further action. The ACO may--

- (i) Elevate the issue to higher level management;
- (ii) Further reduce progress payments and/or disallow costs on vouchers;
- (iii) Notify the contractor of the inadequacy of the contractor's cost estimating system and/or cost accounting system; and
- (iv) Issue cautions to contracting activities regarding the award of future contracts.

(e) MMAS standards. The MMAS shall have adequate internal controls to ensure system and data integrity, and shall--

(1) Have an adequate system description including policies, procedures, and operating instructions that comply with the FAR and Defense FAR Supplement;

(2) Ensure that costs of purchased and fabricated material charged or allocated to a contract are based on valid time-phased requirements as impacted by minimum/economic order quantity restrictions.

(i) A 98 percent bill of material accuracy and a 95 percent master production schedule accuracy are desirable as a goal in order to ensure that requirements are both valid and appropriately time-phased.

(ii) If systems have accuracy levels below these, the Contractor shall provide adequate evidence that--

- (A) There is no material harm to the Government due to lower accuracy levels; and
- (B) The cost to meet the accuracy goals is excessive in relation to the impact on the Government;

(3) Provide a mechanism to identify, report, and resolve system control weaknesses and manual override.

Systems should identify operational exceptions such as excess/residual inventory as soon as known;

(4) Provide audit trails and maintain records (manual and those in machine readable form) necessary to evaluate system logic and to verify through transaction testing that the system is operating as desired;

(5) Establish and maintain adequate levels of record accuracy, and include reconciliation of recorded inventory quantities to physical inventory by part number on a periodic basis. A 95 percent accuracy level is desirable. If systems have an accuracy level below 95 percent, the Contractor shall provide adequate evidence that--

- (i) There is no material harm to the Government due to lower accuracy levels; and
- (ii) The cost to meet the accuracy goal is excessive in relation to the impact on the Government;

(6) Provide detailed descriptions of circumstances that will result in manual or system generated transfers of parts;

(7) Maintain a consistent, equitable, and unbiased logic for costing of material transactions as follows:

(i) The Contractor shall maintain and disclose written policies describing the transfer methodology and the loan/pay-back technique.

(ii) The costing methodology may be standard or actual cost, or any of the inventory costing methods in 48 CFR 9904.411-50(b). The Contractor shall maintain consistency across all contract and customer types, and from accounting period to accounting period for initial charging and transfer charging.

(iii) The system should transfer parts and associated costs within the same billing period. In the few instances where this may not be appropriate, the Contractor may accomplish the material transaction using a loan/pay-back technique. The "loan/pay-back technique" means that the physical part is moved temporarily from the contract, but the cost of the part remains on the contract. The procedures for the loan/pay-back technique must be approved by the ACO. When the technique is used, the Contractor shall have controls to ensure--

- (A) Parts are paid back expeditiously;
- (B) Procedures and controls are in place to correct any overbilling that might occur;
- (C) Monthly, at a minimum, identification of the borrowing contract and the date the part was borrowed;

and

(D) The cost of the replacement part is charged to the borrowing contract;

(8) Where allocations from common inventory accounts are used, have controls (in addition to those in paragraphs (e)(2) and (7) of this clause) to ensure that--

- (i) Reallocations and any credit due are processed no less frequently than the routine billing cycle;
- (ii) Inventories retained for requirements that are not under contract are not allocated to contracts; and
- (iii) Algorithms are maintained based on valid and current data;

(9) Regardless of the provisions of FAR 45.505-3(f)(1)(ii), have adequate controls to ensure that physically commingled inventories that may include material for which costs are charged or allocated to fixed-price, cost-reimbursement, and commercial contracts do not compromise requirements of any of the standards in paragraphs (e)(1) through (8) of this clause. Government-furnished material shall not be-

- (i) Physically commingled with other material; or
- (ii) Used on commercial work; and

(10) Be subjected to periodic internal reviews to ensure compliance with established policies and procedures.

252.245-7001 REPORTS OF GOVERNMENT PROPERTY (MAY 1994)

(a) The Contractor shall provide an annual report --

(1) For all DoD property for which the Contractor is accountable under the contract;

(2) Prepared in accordance with the requirements of DD Form 1662, DoD Property in the Custody of Contractors, or approved substitute, including instructions on the reverse side of the form;

(3) In duplicate, to the cognizant Government property administrator, no later than October 31.

(b) The Contractor is responsible for reporting all Government property accountable to this contract, including that at subcontractor and alternate locations.

5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (JAN 2007)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information (e.g., announcement of contract award), regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless the Contracting Officer has given prior written approval.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least ten (10) days before the proposed date for release.

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

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

A Service Contract Act (SCA) wage determination has been requested from the U.S. Department of Labor. Until receipt of a wage determination, Attachments (2) and (3) (wage determination in the existing contract) will be applicable to this contract. If a new wage determination is received prior to contract award, it will be incorporated by amendment to this solicitation.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit (A)	Contract Data Requirements Lists (CDRLS)	25	05/25/2007
Attachment (1)	Employee Qualifications	8	05/25/2007
Attachment (2)	WD Kern County 05-2044 (Rev (06))	10	11/07/2007
Attachment (3)	WD Ventura County 05-2072 (Rev 05))	9	07/24/2007
Attachment (4)	Award Fee Plan	16	05/25/2007
Attachment (5)	Reserved		
Attachment (6)	Contract Security Classification Specification (DD254) (SPECIMEN)	113	02/15/2007
Attachment (7)	Subcontracting Plan	12	07/16/2007
Attachment (8)	Small Disadvantaged Business Participation Target	5	07/16/2007

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Attachment (7)	Subcontracting Plan	12	07/16/2007
Attachment (8)	Small Disadvantaged Business Participation Target	5	07/16/2007

Sources for DIDS

Regular series DIDs applicable to this solicitation may be found by following the "links" from the following websites:

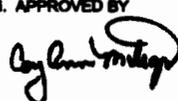
<http://www.dsp.dla.mil/> (OnLine Specs > ASISST Quick Search)

<http://www.document-center.com/>

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

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Printing Office Contracting Officer for Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.			B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: MGMT		
D. SYSTEM/ITEM STARS			E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM CONTRACTOR'S PROGRESS, STATUS AND MANAGEMENT REPORT				3. SUBTITLE Monthly Progress Report		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-90227			5. CONTRACT REFERENCE SOW Para 3.11.1.1		6. REQUIRING OFFICE NAWCWD CODE 721000D		
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED See BLK 16	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 + 15	a. ADDRESSEE SEE BLK 16		b. COPIES		
					Draft	Final	
						Reg	Repro
					0	2	0
<p>Block 16 Remarks</p> <p>Block 4: May be in Contractor format as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAWCWD Code 721000D, M/S 1204, 1 Administration Circle, China Lake CA 93555-6100.</p> <p>Block 11: Data shall be current to the end of contractor's monthly accounting period.</p> <p>Block 12 & 13: Shall be made available no later than 15 calendar days following the end of the reporting period.</p> <p>Block 14: Shall be delivered in an electronic format agreed upon by both Government and Contractor prior to 1st submittal. Data shall be made available to the Government via access to password-protected Internet web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past reports submitted by the Contractor. The Contracting Officer (Code 210000D) and COR (721000D) shall be advised of report availability via Email message.</p>							
15. TOTAL →					0	2	0
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 070130	I. APPROVED BY  DRRB Chairperson		J. DATE 070525	

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)

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A. CONTRACT LINE ITEM NO.				B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: FNCL							
D. SYSTEM/ITEM STARS				E. CONTRACT/PR NO.		F. CONTRACTOR							
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM FUNDS AND LABOR HOUR EXPENDITURE REPORT				3. SUBTITLE Task Order Expense Report							
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331				5. CONTRACT REFERENCE SOW Para 3.11.1.2		6. REQUIRING OFFICE NAWCWD CODE 721000D							
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED SEE BLK 16		10. FREQUENCY BI-WE		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION					
8. APP CODE N/A		11. AS OF DATE SEE BLK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE See Blk 16		b. COPIES					
								Draft		Final			
								Repr		Repro			
								0		2			
								0		0			
<p>Block 16 Remarks</p> <p>Block 4: May be in Contractor format as long as DID is used for guidance.</p> <p>Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAVAIRWD Code 721000D, M/S 1204, 1 Administration Circle, China Lake Ca 93555-6100.</p> <p>Block 11: Each report shall include all activities for the previous 2 week period.</p> <p>Block 12: Shall be made available twice monthly.</p> <p>Block 13: Shall be made available twice monthly.</p> <p>Block 14: Shall be delivered in an electronic format agreed upon by both Government and Contractor prior to 1st submittal. Data shall be made available to the Government via access to password-protected Internet web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past reports submitted by the Contractor. The Contracting Officer (Code 21000D) and COR (721000D) via Email message.</p>													
15. TOTAL								0		2		0	
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100				H. DATE 070130		I. APPROVED BY DRRB Chairperson				J. DATE 070525			

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A. CONTRACT LINE ITEM NO.				B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: MISC				
D. SYSTEM/ITEM STARS				E. CONTRACT/PR NO.		F. CONTRACTOR				
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES				3. SUBTITLE ETC/EAC Report				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A				5. CONTRACT REFERENCE SOW Para 3.11.13		6. REQUIRING OFFICE NAWCWD CODE 721000D				
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED SEE BLK 16		10. FREQUENCY SEE BLK 16		12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE SEE BLK 16		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE		b. COPIES		
<p>Block 16 Remarks</p> <p>Block 4: Tailor DID as follows: Other formats may be used, subject to the Contracting Officer's approval. Replace block 10 of the DID with the attached listing.</p> <p>Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAWCWD Code 721000D, M/S 1204, 1 Administration Circle, China Lake CA 93555-6100.</p> <p>Block 10: Frequency: See attached listing for delivery schedule</p> <p>Block 11: Data shall be current to the "as of" date specified in the attached listing.</p> <p>Block 12 & 13: To be made available no later than 5 working days following the end of each "as of" date specified in the attached listing.</p> <p>Block 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. The Contracting Officer (Code 210000D) and COR (721000D) shall be advised of Report availability via Email. Additionally, this Report shall be delivered as an electronic file attachment to an Email message to the Task Order Technical Assistant(s) and Administrative Officer(s) of each respective Task order.</p>						Draft		Final		
						See Blk 16		0	2	0
						15. TOTAL				
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100				H. DATE 070130		I. APPROVED BY DRRB Chairperson		J. DATE 070525		

A003 ETC/EAC Report

As a minimum, data shall include:

General

- Contractor name and report date
- Contract number, CDRL number, Task Order number and general identification

Data Requirements (one data product per active Task Order)

--This report shall represent the Contractor's best estimate of total expenses (labor hours and dollar costs) at the Task Order Phase period end date. The Contractor shall gather data from all available sources in developing this report (including Contractor Team Members and Government Customers). Cost estimate accuracy and consistency (from one "as of" date to the next) is critical because the Government will make Task Order financial decisions based upon this data.

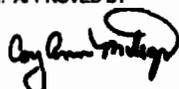
--The Contractor shall use the Microsoft Excel spreadsheet available from the COR (example attached) for the development of this data product. Contractor proposed revisions to this spreadsheet may be negotiated between the Contractor and the Government.

Data "as of" Schedule

--The Contractor shall develop and deliver this product for each "as of" date defined below:

- 1) End of fourth month prior to end of defined Task Order phase
- 2) End of third month prior to end of defined Task Order phase
- 3) 15th of second month prior to end of defined Task Order phase
- 4) End of second month prior to end of defined Task Order phase

Example – For a Task Order with a phase ending on September 30th, the product "as of" dates will be: June 30, July 31, August 15 and August 31.

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government issuing Contracting Officer for Contract/PR No. listed in Block E.						
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER: MISC			
D. SYSTEM/ITEM STARS		E. CONTRACT/PR NO.		F. CONTRACTOR		
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM TECHNICAL REPORT - STUDY/SERVICES			3. SUBTITLE Award Fee Performance Self Evaluation		
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508B		5. CONTRACT REFERENCE SOW Para 3.11.1.4		6. REQUIRING OFFICE NAWCWD CODE 721000D		
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY BI-AN	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION		
8. APP CODE N/A	11. AS OF DATE B	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	Draft	b. COPIES Final	
			See BLK 16	0	2	0
<p>Block 16 Remarks</p> <p>Block 4: May be in Contractor format as long as DID is used for guidance. See attached format.</p> <p>Block 9: Distribution Statement E: Distribution authorized to DoD Components only (Proprietary Information) (22 December 2003). Other requests shall be referred to the contract Contracting Officer. Other requests for the document shall be referred to NAWCWD Code 721000D, M/S 1204, 1 Administration Circle, China Lake CA 93555-6100.</p> <p>Block 10: Biannually</p> <p>Block 11: Data shall summarize the period being reported.</p> <p>Blocks 12 & 13: To be made available not later than noon, 15 working days following the end of each Evaluation period.</p> <p>Block 14: Report shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. The Contracting Officer (Code 210000D) and COR (721000D) shall be advised of Report availability via Email message.</p>						
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 070130	I. APPROVED BY  DRRB Chairperson		J. DATE 070525	

DD Form 1423-1, 1 Jun 90

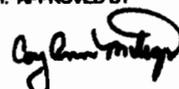
CDRL A004 – AWARD FEE PERFORMANCE SELF EVALUATION

Data shall include:

- **Contractor name and report date**
- **Contract number, CDRL number, evaluation reporting period and general identification**
- **Description of significant achievements as related to the evaluation factors listed in the Award Fee Plan.**
- **Subcontracting: Summary of all significant subcontracting actions during period and any subcontracting issues. Show comparison of actual subcontract utilization versus subcontracting goals submitted by the contractor in the proposal submitted which resulted in the award of the contract.**
- **Training: Summary of all training actions during period broken out by employee name, task order number, direct or indirect funded.**

For each task order:

- **Report ONLY those issues which exceeded or did not meet task order requirements/expectations and warrant consideration during the Award Fee process.**

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188																																																											
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: MISC																																																													
D. SYSTEM/ITEM STARS			E. CONTRACT/PR NO.		F. CONTRACTOR																																																												
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM FUNDS AND LABOR HOUR EXPENDITURE REPORT			3. SUBTITLE Funds/LOE 75% status spreadsheet																																																												
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331			5. CONTRACT REFERENCE SOW Para 3.11.1.5		6. REQUIRING OFFICE NAWCWD CODE 721000D																																																												
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY BI-WE	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION																																																												
8. APP CODE N/A		11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16																																																														
<p>Block 16 Remarks</p> <p>Block 4: Tailor DID as follows: Other formats may be used, subject to the Contracting Officer's approval. See attached format. The report shall be electronically developed and presented using Microsoft Office for PCs.</p> <p>Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAWCWD Code 721000D, M/S 1204, 1 Administration Circle, China Lake CA 93555-6100.</p> <p>Block 11: Each report shall include all activities for the previous 2 week period.</p> <p>Block 12: Shall be made available twice monthly.</p> <p>Block 13: Shall be made available twice monthly.</p> <p>Block 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. The Contracting Officer (Code 21000D) and COR (721000D) shall be advised of Report availability via Email message.</p>					a. ADDRESSEE		b. COPIES																																																										
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										G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 070130		I. APPROVED BY  DRRB Chairperson			J. DATE 070525																																															

A005 – Funds/LOE 75% status spreadsheet

As a minimum, data shall include:

General

--Contractor name and report date
--Contract number and CDRL number
--Task Order number, Task Order Title, TA name, FPOC name, Contractor Mgr Name, T.O. Fixed Fee, Total T.O. funding to Date, Total Estimated Spending to Date, Task Order Period of Performance End Date, % of Funds Expended, 75% of Funds Expended Date (Projected), 60 days from Expending 100% of Funding Date, Projected Stop Work Date, Total Negotiated Hour, Total Hours Spent to Date, % of Hours Expended Date, 100% of Hours Expended Date, and Remarks.

Data Requirements (one data product per active Task Order)

--The Contractor shall use the Microsoft Excel spreadsheet available from the COR (example attached) for the development of this data product. Contractor proposed revisions to this spreadsheet may be negotiated between the Contractor and the Government.

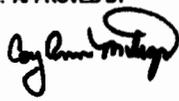
Data Schedule

--The Contractor shall develop and deliver this product on a biweekly basis, in lieu of a 75% letter/notification.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

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A. CONTRACT LINE ITEM NO.				B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: FNCL					
D. SYSTEM/ITEM STARS				E. CONTRACT/PR NO.		F. CONTRACTOR					
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM SERVICE CONTRACT COST PERFORMANCE REPORT				3. SUBTITLE Contract Cost Summary Report					
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81208				5. CONTRACT REFERENCE SOW Para 3.11.1.6		6. REQUIRING OFFICE NAWCWD CODE 721000D					
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY BI-WE	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION						
8. APP CODE N/A	B	11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE		b. COPIES				
				Draft			Final				
<p>Block 16 Remarks</p> <p>Block 4: Tailor DID as follows: Other formats may be used, subject to the Contracting Officer's approval.</p> <p>Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. 721000D, M/S 1204, 1 Administration Circle, China Lake Ca 93555-6100.</p> <p>Block 11: Data shall be current as of the end of the accounting period being reported (twice per month)</p> <p>Block 12: Report shall be made available no later than 15 calendar days after the first month.</p> <p>Block 13: Report shall be made available no later than 15 calendar days after the end of the reporting period.</p> <p>Block 14: This Report shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. The Contracting Officer (Code 21000D) and COR (721000D) shall be advised of Report availability via an EMail message.</p>					See Blk 16		0	2	0		
					15. TOTAL					0	2
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 070130	I. APPROVED BY  DRRB Chairperson		J. DATE 070525					

CONTRACT DATA REQUIREMENTS LIST
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: MISC				
D. SYSTEM/ITEM STARS			E. CONTRACT/P/R NO.		F. CONTRACTOR			
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM TECHNICAL REPORT STUDY/SERVICES			3. SUBTITLE Contract Data Product Summary				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW 3.11.1.7		6. REQUIRING OFFICE NAWCWD CODE 721000D				
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ANPLY	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 SEE BLK 16	a. ADDRESSEE See BLK 16	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. See attached.</p> <p>Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAWCWD Code 721000D, M/S 1204, 1 Administration Circle, China Lake CA 93555-6100.</p> <p>Blocks 12 & 13: Shall be submitted 15 DA completion of each Government fiscal year.</p> <p>Block 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. Contracting Officer (Code 210000D) and COR (721000D) shall be advised of Report availability via Email message.</p>				Reg	Repro			
15. TOTAL				0	1	0		
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 070130	I. APPROVED BY DRRB Chairperson		J. DATE 070525			

CDRL A007 – Contract Data Product Summary

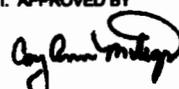
The contractor shall prepare and submit a CD(s) or DVD containing all contract level CDRLS delivered to date. As a minimum, the CD(s) or DVD shall contain:

- A separate electronic file folder shall be created for each CDRL product series. The name of each folder shall include the CDRL number and CDRL title (e.g.: "A001, Monthly Progress Report")
- File folders shall identify the applicable CDRL # and T.O. number and the applicable reporting period.
- Each CD or DVD shall be labeled with the contract number, customer name (NAWCWD), contractor name, CDRL number, "as of" date and creation date.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: MISC						
D. SYSTEM/ITEM STARS			E. CONTRACT/PR NO.		F. CONTRACTOR					
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM TECHNICAL REPORT STUDY/SERVICES			3. SUBTITLE Employee Qualification Statement						
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-80508A		5. CONTRACT REFERENCE SOW 3.11.1.8		6. REQUIRING OFFICE NAWCWD CODE 721000D						
7. DD 280 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY 1 TIME	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 SEE BLK 16	b. COPIES						
<p>Block 16 Remarks</p> <p>Block 4: Other formats may be used subject to Contracting Officer approval.</p> <p>Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAWCWD Code 721000D, M/S 1204, 1 Administration Circle, China Lake CA 93555-6100.</p> <p>Block 12 & 13: Provide a CD of qualification packages (in accordance with the Employee Qualification Attachment) for all direct personnel employed under the STARS contract, within 30 calendar days of contract start date.</p> <p>Block 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past Reports submitted by the Contractor. Contracting Officer (Code 210000D) and COR (721000D) shall be advised of Report availability via Email message.</p>				a. ADDRESSEE	Draft		Final			
				See BLK 16				0	1	0
				15. TOTAL				0	1	0
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 070130	I. APPROVED BY  DRRB Chairperson		J. DATE 070525					

CDRL A009 – Award Fee Period Hours Report

For each Task Order, data shall include:

- Contractor name and report date
- Contract number, CDRL number, reporting period and general identification
- Reporting period
- Task order number
- Under Task Order Number, identify by name each subcontractor
- Prime contractor fee-bearing hours for the reporting period
- Total fee-bearing hours for the reporting period
- Total non-fee-bearing hours for the reporting period
- Cumulative fee-bearing hours to date
- Cumulative non-fee-bearing hours to date
- Cumulative hours to date

Summary Section (for period):

- Total prime contractor fee-bearing hours for period
- Total fee-bearing hours for each team subcontractor for period
- Total fee-bearing hours for period
- Total non-fee-bearing hours for period
- Total hours for the period

Summary Section (cumulative for contract):

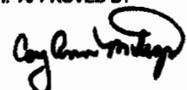
- Cumulative total prime contractor fee-bearing hours to date
- Cumulative total fee-bearing hours for each team subcontractor to date
- Cumulative total fee-bearing hours to date
- Cumulative total non-fee-bearing hours to date

Cumulative total hours to date

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

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: MISC			
D. SYSTEM/ITEM STARS		E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A00A	2. TITLE OF DATA ITEM FUNDS & LABOR HOUR EXPENDITURE REPORT			3. SUBTITLE Burdened and Unburdened Labor Rate Report			
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81537		5. CONTRACT REFERENCE SOW Para 3.11.1.10		6. REQUIRING OFFICE NAWCWD CODE 721000D			
7. DD 280 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY QTRLY	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE EOQ	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE			
<p>Block 16 Remarks</p> <p>Block 4: Tailor DID as follows: Other formats may be used subject to Contracting Officer approval. Replace Block 10 of the DID with the attached listing.</p> <p>Block 9: Distribution Statement B. Distribution authorized to US Government agencies only: Proprietary Information; 30 Aug 95. Other requests for this document shall be referred to NAWCWD, Code 721000D, M/S 1204, 1 Administration Circle, China Lake, CA 93555-6100.</p> <p>Block 11: Data shall be current to the end of the quarter being reported.</p> <p>Block 12: The Report shall be made available no later than 5 working days following the first quarter.</p> <p>Block 13: The Report shall be made available no later than 5 working days following the end of quarter.</p> <p>Block 14: Data shall be made available to the Government via access to password-protected Internet web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past reports submitted by the Contractor. Contracting Officer (Code 210000D) and COR (721000D) shall be advised of Report availability via Email message.</p>				b. COPIES			
				Draft		Final	
				Reg		Regn	
				See BLK 16	0	1	0
15. TOTAL →				0	1	0	
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 070130	I. APPROVED BY  DRRB Chairperson		J. DATE 070525		

CDRL A00A – Burden and Unburdened Labor Rate Report

Data shall include:

- Contractor name and Report Date
- Contract Number, CDRL Number

Burdened labor data shall include:

For each prime contractor category of labor:

- Job category
- Average rate for each category of labor

For each subcontractor category or labor

- Job category
- Average rate for each category of labor

Unburdened labor data (for each prime contractor category of labor) shall include:

- Job category
- Average rate for each category of labor

CDRL A00B – Indirect Expense Report

The estimated level of effort for this contract is for direct labor only. The Contractor shall therefore institute and maintain an automated cost accounting system that records and reports labor expenditures as being either direct or indirect. Such indirect labor costs as attributed to any supervisors, receptionists, couriers, reproduction, unassigned personnel and the like shall be either absorbed in overhead or shown as other direct costs, whichever method is consistent with the Contractor's accounting system. Management functions will not be charged to direct unless a manager is working in a technical capacity on an individual task order. Change to such indirect hours as supervisors to direct hours will not be accomplished without the specific written authorization of the Contracting Officer and written concurrence of the responsible DCAA Representative.

Data shall include:

- Contractor name and report date.
- Contract number, CDRL number.
- Total actual wrap rate* for the period.
- Total budgeted wrap rate for the period.
- Delta of actual versus budgeted for the period.
- Cumulative totals year to date showing actual, budgeted, and delta of actual versus budgeted wrap rates.

For each element of indirect expense:

- Actual expense for the period.
- Budgeted expense for the period.
- Delta of actual versus budgeted expense for the period.
- Annual budgeted totals.
- Cumulative totals year to date showing actual, budgeted, and delta of actual versus budgeted expenses.

*Wrap rate = Total indirect cost (expressed as a percentage) that is applied to an unburdened direct labor rate resulting in a burdened direct labor rate.

CDRL A00C – Relocation Report

In order for relocation expense to be considered for reimbursement, a request must be approved in advance by both the Contracting Officer's Representative (COR) and the Contracting Officer.

Data shall include:

- Contract Number
- Contractor name and request date
- Identification of the Task Order(s) to be supported by the prospective employee
- Identification of the specific skills required by the Task Order which will be satisfied by the prospective employee
- Description of the contractor's search efforts, specifically addressing efforts to hire the required skills locally
- Location from which the prospective employee will be moving
- Detailed breakdown of all estimated relocation expenses
- Total of estimated relocation expense

CDRL A00D – Personnel Report

A spreadsheet for each Prime and subcontractor/teammate, data provided shall include:

- Contractor Name
- Labor Category/Functional Title
- Task Order #
- Prime or Subcontractor Name
- Work Status (e.g. full-time or part-time)
- Clearance level
- Work phone number
- Bldg and room number
- Area Access on badge
- Task Order Technical Assistance (T.A) Name
- T.A. Code
- Site (e.g. China Lake or Point Mugu)
- COMSEC Date (e.g. Month/Year)
- Remarks or Termination Date if applicable
- Email address
- Critical Personnel (e.g. Category B)

**EMPLOYEE QUALIFICATIONS
(GENERIC LEVELING CRITERIA)
for**

**SCIENTIFIC, TECHNICAL, ADMINISTRATIVE, & RDT&E SERVICES
(STARS)**

25 May 2007

Attachment (1)

The following worksheet is to be used to assign "points" for 10 criteria followed by a chart which takes the point total determined and converts to an overall work level for the job. There are 16 work levels, based on those used to rank federal civil service jobs. Once the work level has been identified for a job, wages for that job can be compared to wages for similar jobs at the same work level.

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

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

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

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

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

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

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

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

d. Personal contacts are with high-ranking officials from outside the establishment at national or international levels in highly unstructured settings.	(110)
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Description	Point Value (PV)
8. Purpose of Contacts: Measures the range of personal contacts from factual exchanges of information to situations involving significant or controversial issues and differing view points, goals, or objectives. The purpose is to:	
a. Obtain, clarify, or give facts or information ranging from the easily understood to the highly technical.	(20)
b. Plan, coordinate, or advise on work efforts, or to resolve operating problems by influencing or motivating individuals or groups who are working toward mutual goals and who have cooperative attitudes.	(50)
c. Influence, motivate, interrogate, or control persons or groups. The persons contacted may be fearful, skeptical, uncooperative, or dangerous. Therefore, the employee must be skillful in approaching the individual or group in order to obtain the desired effect.	(120)
d. Justify, defend, negotiate, or settle matters involving significant or controversial issues. The persons contacted typically have diverse viewpoints, goals, or objectives requiring the employee to achieve a common understanding of the problem and a satisfactory solution by convincing them, arriving at a compromise, or developing suitable alternatives.	(220)

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

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

**RANGE OF GENERIC POINTS
FOR "GS EQUIVALENTS"**

GS EQUIVALENT	Low	High
1	190	254
2	255	454
3	456	654
4	655	854
5	855	1104
6	1105	1354
7	1355	1604
8	1605	1854
9	1855	2104
10	2105	2354
11	2355	2754
12	2755	3154
13	3155	3604
14	3605	4054
15	4055	4354
SES+	4355	and up

WORK LEVEL

	FACTOR	POINTS
1.	Knowledge	
2.	Supervisory duties	
3.	Supervisory controls	
4.	Guidelines	
5.	Complexity	
6.	Scope and effect	
7.	Personal contacts	
8.	Purpose of contacts	
9.	Physical demands	
10.	Work environment	
	Total Points	
	Work Level	

CONVERSION TABLE FOR EMPLOYEE QUALIFICATIONS

LABOR CATEGORY	GS EQUIVALENT	MINIMUM POINTS	MAXIMUM POINTS
PROFESSIONAL			
P-VI (*E/C)	16+/SES	Higher than 4355	
P - V	14 /15	3605	4354
P - IV	13	3155	3604
P -III	12	2755	3154
P - II	11	2355	2754
P - I	9 OR BELOW	855	2354

SPECIALIST/ TECHNICAL			
ST - VI	GS - 14	Higher than 3605	
ST - V	GS - 13	3155	3604
ST - IV	GS - 11 /12	2355	3154
ST - III	GS - 9 / 10	1855	2354
ST - II	GS - 5 / 8	655	1854
ST - I	GS -1 / 4	190	854

ADMINISTRATIVE/ SUPPORT			
AS - V	GS - 8 / 9	Higher than 1605	
AS - IV	GS- 6 / 7	1105	1604
AS - III	GS - 5 / 6	855	1604
AS - II	GS - 4 / 5	655	1104
AS - I	GS - 1 /3	190	654

*Expert/Consultant

**MEAN HOURLY RATES FOR FEDERAL EQUIVALENT POSITIONS
BASED ON CALENDAR YEAR 2007 RATES**

LABOR CATEGORY	FEDERAL EQUIVALENTS		APPROXIMATE FEDERAL RATES	
	GS	DEMO	Pt. Mugu	China Lake
PROFESSIONAL				
P-VI (*E/C)	GS - 15/SES	DP - 5	\$80.52	\$74.75
P - V	GS - 14/15	DP - 4	\$64.05	\$58.17
P - IV	GS - 13	DP - 3	\$45.87	\$41.66
P - III	GS - 12	DP - 2/3	\$38.99	\$35.75
P - II	GS - 11	DP - 2	\$32.12	\$29.85
P - I	GS - 09	DP - 1/2	\$27.61	\$25.72

SPECIALIST/TECHNICAL				
ST - VI	GS - 14	DP - 3/4	\$54.96	\$49.91
ST - V	GS - 13	DP - 3	\$45.87	\$41.66
ST - IV	GS - 11 / 12	DT/S/A - 3	\$38.45	\$34.92
ST - III	GS - 9 / 10	DT/S/A - 2	\$30.22	\$27.94
ST - II	GS - 5 - 8	DT/S/A - 1	\$22.82	\$20.72
ST - I	GS - 1 - 4	DT/S/A - 0	\$14.85	\$13.48

ADMINISTRATIVE SUPPORT				
AS - V	GS - 8 / 9	DG - 4	\$27.41	\$24.89
AS - IV	GS - 6 / 7	DG - 3	\$22.35	\$20.30
AS - III	GS - 5 / 6	DG - 2	\$20.09	\$18.24
AS - II	GS - 4 / 5	DG - 1	\$17.99	\$16.34
AS - I	GS - 1 - 3	DG - 0	\$13.81	\$12.54

* Expert/Consultant

WD 05-2044 (Rev.-6) was first posted on www.wdol.gov on 11/13/2007

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

William W.Gross Division of
Director Wage Determinations

Wage Determination No.: 2005-2044
Revision No.: 6
Date Of Revision: 11/07/2007

State: California

Area: California County of Kern

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	13.85
01012 - Accounting Clerk II	15.54
01013 - Accounting Clerk III	18.50
01020 - Administrative Assistant	21.14
01040 - Court Reporter	24.94
01051 - Data Entry Operator I	12.59
01052 - Data Entry Operator II	14.48
01060 - Dispatcher, Motor Vehicle	16.05
01070 - Document Preparation Clerk	13.41
01090 - Duplicating Machine Operator	13.41
01111 - General Clerk I	11.81
01112 - General Clerk II	14.75
01113 - General Clerk III	16.57
01120 - Housing Referral Assistant	18.70
01141 - Messenger Courier	10.04
01191 - Order Clerk I	12.58
01192 - Order Clerk II	13.12
01261 - Personnel Assistant (Employment) I	13.61
01262 - Personnel Assistant (Employment) II	16.82
01263 - Personnel Assistant (Employment) III	17.98
01270 - Production Control Clerk	19.42
01280 - Receptionist	10.63
01290 - Rental Clerk	12.27
01300 - Scheduler, Maintenance	14.72
01311 - Secretary I	14.72
01312 - Secretary II	17.24
01313 - Secretary III	18.70
01320 - Service Order Dispatcher	15.21
01410 - Supply Technician	21.14
01420 - Survey Worker	15.67
01531 - Travel Clerk I	11.55
01532 - Travel Clerk II	12.15
01533 - Travel Clerk III	13.17
01611 - Word Processor I	13.43
01612 - Word Processor II	15.16
01613 - Word Processor III	17.03

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.35
05010 - Automotive Electrician	16.55
05040 - Automotive Glass Installer	15.90
05070 - Automotive Worker	15.90
05110 - Mobile Equipment Servicer	14.36
05130 - Motor Equipment Metal Mechanic	17.23
05160 - Motor Equipment Metal Worker	15.90
05190 - Motor Vehicle Mechanic	17.23
05220 - Motor Vehicle Mechanic Helper	13.30
05250 - Motor Vehicle Upholstery Worker	15.42
05280 - Motor Vehicle Wrecker	15.90
05310 - Painter, Automotive	16.54
05340 - Radiator Repair Specialist	15.90
05370 - Tire Repairer	13.87
05400 - Transmission Repair Specialist	17.23
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.65
07041 - Cook I	12.27
07042 - Cook II	13.60
07070 - Dishwasher	9.15
07130 - Food Service Worker	9.28
07210 - Meat Cutter	13.45
07260 - Waiter/Waitress	8.77
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.54
09040 - Furniture Handler	12.87
09080 - Furniture Refinisher	16.54
09090 - Furniture Refinisher Helper	13.30
09110 - Furniture Repairer, Minor	15.21
09130 - Upholsterer	16.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	9.19
11060 - Elevator Operator	10.48
11090 - Gardener	12.33
11122 - Housekeeping Aide	10.36
11150 - Janitor	10.48
11210 - Laborer, Grounds Maintenance	11.82
11240 - Maid or Houseman	8.16
11260 - Pruner	10.79
11270 - Tractor Operator	14.02
11330 - Trail Maintenance Worker	11.82
11360 - Window Cleaner	11.56
12000 - Health Occupations	
12010 - Ambulance Driver	17.49
12011 - Breath Alcohol Technician	16.80
12012 - Certified Occupational Therapist Assistant	22.92
12015 - Certified Physical Therapist Assistant	22.92
12020 - Dental Assistant	14.86
12025 - Dental Hygienist	36.08
12030 - EKG Technician	25.45
12035 - Electroneurodiagnostic Technologist	25.45
12040 - Emergency Medical Technician	17.49
12071 - Licensed Practical Nurse I	14.90
12072 - Licensed Practical Nurse II	16.75
12073 - Licensed Practical Nurse III	18.73
12100 - Medical Assistant	13.19
12130 - Medical Laboratory Technician	13.85
12160 - Medical Record Clerk	11.73
12190 - Medical Record Technician	13.12

12195 - Medical Transcriptionist	13.18
12210 - Nuclear Medicine Technologist	36.92
12221 - Nursing Assistant I	8.77
12222 - Nursing Assistant II	9.85
12223 - Nursing Assistant III	10.74
12224 - Nursing Assistant IV	12.08
12235 - Optical Dispenser	14.73
12236 - Optical Technician	14.48
12250 - Pharmacy Technician	15.07
12280 - Phlebotomist	15.00
12305 - Radiologic Technologist	23.57
12311 - Registered Nurse I	20.99
12312 - Registered Nurse II	25.70
12313 - Registered Nurse II, Specialist	25.70
12314 - Registered Nurse III	31.09
12315 - Registered Nurse III, Anesthetist	31.09
12316 - Registered Nurse IV	36.97
12317 - Scheduler (Drug and Alcohol Testing)	20.81
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	18.86
13012 - Exhibits Specialist II	23.37
13013 - Exhibits Specialist III	28.58
13041 - Illustrator I	18.86
13042 - Illustrator II	23.37
13043 - Illustrator III	28.58
13047 - Librarian	25.87
13050 - Library Aide/Clerk	13.31
13054 - Library Information Technology Systems Administrator	23.37
13058 - Library Technician	17.70
13061 - Media Specialist I	16.87
13062 - Media Specialist II	18.88
13063 - Media Specialist III	21.05
13071 - Photographer I	15.61
13072 - Photographer II	18.61
13073 - Photographer III	22.58
13074 - Photographer IV	27.62
13075 - Photographer V	33.98
13110 - Video Teleconference Technician	14.09
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.21
14042 - Computer Operator II	18.72
14043 - Computer Operator III	20.87
14044 - Computer Operator IV	23.20
14045 - Computer Operator V	25.68
14071 - Computer Programmer I (1)	22.88
14072 - Computer Programmer II (1)	26.52
14073 - Computer Programmer III (1)	
14074 - Computer Programmer IV (1)	
14101 - Computer Systems Analyst I (1)	26.36
14102 - Computer Systems Analyst II (1)	
14103 - Computer Systems Analyst III (1)	
14150 - Peripheral Equipment Operator	17.44
14160 - Personal Computer Support Technician	25.27
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	27.61
15020 - Aircrew Training Devices Instructor (Rated)	36.76
15030 - Air Crew Training Devices Instructor (Pilot)	36.76
15050 - Computer Based Training Specialist / Instructor	23.96
15060 - Educational Technologist	26.61
15070 - Flight Instructor (Pilot)	36.76

15080 - Graphic Artist	17.25
15090 - Technical Instructor	18.09
15095 - Technical Instructor/Course Developer	20.05
15110 - Test Proctor	16.40
15120 - Tutor	16.40
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.56
16030 - Counter Attendant	8.56
16040 - Dry Cleaner	10.31
16070 - Finisher, Flatwork, Machine	8.56
16090 - Presser, Hand	8.56
16110 - Presser, Machine, Drycleaning	8.56
16130 - Presser, Machine, Shirts	8.56
16160 - Presser, Machine, Wearing Apparel, Laundry	8.56
16190 - Sewing Machine Operator	10.89
16220 - Tailor	11.47
16250 - Washer, Machine	9.15
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	19.83
19040 - Tool And Die Maker	24.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	11.77
21030 - Material Coordinator	19.15
21040 - Material Expediter	19.15
21050 - Material Handling Laborer	10.54
21071 - Order Filler	12.17
21080 - Production Line Worker (Food Processing)	12.32
21110 - Shipping Packer	13.47
21130 - Shipping/Receiving Clerk	13.47
21140 - Store Worker I	10.32
21150 - Stock Clerk	13.54
21210 - Tools And Parts Attendant	12.30
21410 - Warehouse Specialist	12.30
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.32
23021 - Aircraft Mechanic I	24.11
23022 - Aircraft Mechanic II	25.32
23023 - Aircraft Mechanic III	26.59
23040 - Aircraft Mechanic Helper	18.94
23050 - Aircraft, Painter	20.01
23060 - Aircraft Servicer	21.68
23080 - Aircraft Worker	22.64
23110 - Appliance Mechanic	19.14
23120 - Bicycle Repairer	13.87
23125 - Cable Splicer	23.98
23130 - Carpenter, Maintenance	18.79
23140 - Carpet Layer	16.93
23160 - Electrician, Maintenance	21.90
23181 - Electronics Technician Maintenance I	21.41
23182 - Electronics Technician Maintenance II	23.67
23183 - Electronics Technician Maintenance III	25.55
23260 - Fabric Worker	17.59
23290 - Fire Alarm System Mechanic	20.94
23310 - Fire Extinguisher Repairer	16.46
23311 - Fuel Distribution System Mechanic	22.51
23312 - Fuel Distribution System Operator	19.30
23370 - General Maintenance Worker	17.02
23380 - Ground Support Equipment Mechanic	24.11
23381 - Ground Support Equipment Servicer	21.68
23382 - Ground Support Equipment Worker	22.64

23391 - Gunsmith I	15.36
23392 - Gunsmith II	17.47
23393 - Gunsmith III	19.56
23410 - Heating, Ventilation And Air-Conditioning Mechanic	19.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	20.96
23430 - Heavy Equipment Mechanic	19.67
23440 - Heavy Equipment Operator	22.11
23460 - Instrument Mechanic	21.22
23465 - Laboratory/Shelter Mechanic	18.52
23470 - Laborer	11.28
23510 - Locksmith	19.56
23530 - Machinery Maintenance Mechanic	22.36
23550 - Machinist, Maintenance	19.60
23580 - Maintenance Trades Helper	13.30
23591 - Metrology Technician I	21.22
23592 - Metrology Technician II	22.37
23593 - Metrology Technician III	23.50
23640 - Millwright	20.57
23710 - Office Appliance Repairer	19.84
23760 - Painter, Maintenance	16.54
23790 - Pipefitter, Maintenance	18.85
23810 - Plumber, Maintenance	18.10
23820 - Pneudraulic Systems Mechanic	20.94
23850 - Rigger	22.39
23870 - Scale Mechanic	18.72
23890 - Sheet-Metal Worker, Maintenance	21.10
23910 - Small Engine Mechanic	16.93
23931 - Telecommunications Mechanic I	22.00
23932 - Telecommunications Mechanic II	23.96
23950 - Telephone Lineman	22.32
23960 - Welder, Combination, Maintenance	17.87
23965 - Well Driller	20.94
23970 - Woodcraft Worker	20.94
23980 - Woodworker	15.44
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	9.71
24580 - Child Care Center Clerk	8.78
24610 - Chore Aide	13.07
24620 - Family Readiness And Support Services Coordinator	13.33
24630 - Homemaker	16.14
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	23.97
25040 - Sewage Plant Operator	20.85
25070 - Stationary Engineer	25.88
25190 - Ventilation Equipment Tender	17.52
25210 - Water Treatment Plant Operator	20.85
27000 - Protective Service Occupations	
27004 - Alarm Monitor	13.91
27007 - Baggage Inspector	10.53
27008 - Corrections Officer	27.18
27010 - Court Security Officer	26.42
27030 - Detection Dog Handler	11.50
27040 - Detention Officer	27.18
27070 - Firefighter	26.42
27101 - Guard I	10.53
27102 - Guard II	11.50
27131 - Police Officer I	28.89
27132 - Police Officer II	32.11
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	13.24
28042 - Carnival Equipment Repairer	14.27
28043 - Carnival Equipment Worker	8.73
28210 - Gate Attendant/Gate Tender	12.36
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	13.83
28510 - Recreation Aide/Health Facility Attendant	10.09
28515 - Recreation Specialist	10.09
28630 - Sports Official	11.01
28690 - Swimming Pool Operator	16.93
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	19.35
29020 - Hatch Tender	19.35
29030 - Line Handler	19.35
29041 - Stevedore I	16.41
29042 - Stevedore II	20.52
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	32.97
30011 - Air Traffic Control Specialist, Station (HFO) (2)	22.73
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	25.03
30021 - Archeological Technician I	17.97
30022 - Archeological Technician II	20.10
30023 - Archeological Technician III	24.88
30030 - Cartographic Technician	29.70
30040 - Civil Engineering Technician	26.11
30061 - Drafter/CAD Operator I	19.03
30062 - Drafter/CAD Operator II	26.44
30063 - Drafter/CAD Operator III	26.80
30064 - Drafter/CAD Operator IV	32.98
30081 - Engineering Technician I	14.61
30082 - Engineering Technician II	17.43
30083 - Engineering Technician III	22.02
30084 - Engineering Technician IV	25.64
30085 - Engineering Technician V	32.97
30086 - Engineering Technician VI	37.94
30090 - Environmental Technician	22.13
30210 - Laboratory Technician	21.92
30240 - Mathematical Technician	26.47
30361 - Paralegal/Legal Assistant I	17.67
30362 - Paralegal/Legal Assistant II	22.47
30363 - Paralegal/Legal Assistant III	27.48
30364 - Paralegal/Legal Assistant IV	33.24
30390 - Photo-Optics Technician	27.32
30461 - Technical Writer I	23.90
30462 - Technical Writer II	29.23
30463 - Technical Writer III	35.14
30491 - Unexploded Ordnance (UXO) Technician I	20.95
30492 - Unexploded Ordnance (UXO) Technician II	25.35
30493 - Unexploded Ordnance (UXO) Technician III	30.39
30494 - Unexploded (UXO) Safety Escort	20.95
30495 - Unexploded (UXO) Sweep Personnel	20.95
30620 - Weather Observer, Combined Upper Air Or Surface Programs (3)	20.61
30621 - Weather Observer, Senior (3)	22.91
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.39
31030 - Bus Driver	13.77
31043 - Driver Courier	12.24
31260 - Parking and Lot Attendant	8.95
31290 - Shuttle Bus Driver	12.87
31310 - Taxi Driver	10.82

31361 - Truckdriver, Light	12.87
31362 - Truckdriver, Medium	16.19
31363 - Truckdriver, Heavy	17.82
31364 - Truckdriver, Tractor-Trailer	17.82
99000 - Miscellaneous Occupations	
99030 - Cashier	9.77
99050 - Desk Clerk	8.44
99095 - Embalmer	20.95
99251 - Laboratory Animal Caretaker I	9.15
99252 - Laboratory Animal Caretaker II	9.70
99310 - Mortician	20.95
99410 - Pest Controller	12.64
99510 - Photofinishing Worker	11.57
99710 - Recycling Laborer	17.65
99711 - Recycling Specialist	20.67
99730 - Refuse Collector	16.10
99810 - Sales Clerk	10.88
99820 - School Crossing Guard	9.65
99830 - Survey Party Chief	23.38
99831 - Surveying Aide	15.51
99832 - Surveying Technician	21.25
99840 - Vending Machine Attendant	12.05
99841 - Vending Machine Repairer	15.09
99842 - Vending Machine Repairer Helper	12.98

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

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

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A

links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation) and computes a proposed rate).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title), a Federal grade equivalency (FGE) for each proposed classification), job description), and rationale for proposed wage rate), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

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

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

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

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.94
05010 - Automotive Electrician	21.60
05040 - Automotive Glass Installer	20.29
05070 - Automotive Worker	20.29
05110 - Mobile Equipment Servicer	18.66
05130 - Motor Equipment Metal Mechanic	22.94
05160 - Motor Equipment Metal Worker	20.29
05190 - Motor Vehicle Mechanic	22.94
05220 - Motor Vehicle Mechanic Helper	17.90
05250 - Motor Vehicle Upholstery Worker	19.86
05280 - Motor Vehicle Wrecker	20.29
05310 - Painter, Automotive	21.60
05340 - Radiator Repair Specialist	20.29
05370 - Tire Repairer	14.54
05400 - Transmission Repair Specialist	22.94
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.40
07041 - Cook I	14.48
07042 - Cook II	15.40
07070 - Dishwasher	9.78
07130 - Food Service Worker	10.16
07210 - Meat Cutter	16.96
07260 - Waiter/Waitress	10.83
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.45
09040 - Furniture Handler	11.72
09080 - Furniture Refinisher	17.35
09090 - Furniture Refinisher Helper	13.96
09110 - Furniture Repairer, Minor	16.18
09130 - Upholsterer	17.35
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	11.25
11090 - Gardener	16.84
11122 - Housekeeping Aide	9.96
11150 - Janitor	10.96
11210 - Laborer, Grounds Maintenance	12.63
11240 - Maid or Houseman	8.97
11260 - Pruner	10.96
11270 - Tractor Operator	16.54
11330 - Trail Maintenance Worker	12.63
11360 - Window Cleaner	12.35
12000 - Health Occupations	
12010 - Ambulance Driver	17.12
12011 - Breath Alcohol Technician	16.36
12012 - Certified Occupational Therapist Assistant	28.35
12015 - Certified Physical Therapist Assistant	17.30
12020 - Dental Assistant	15.05
12025 - Dental Hygienist	22.30
12030 - EKG Technician	24.78
12035 - Electroneurodiagnostic Technologist	24.78
12040 - Emergency Medical Technician	17.12
12071 - Licensed Practical Nurse I	16.19
12072 - Licensed Practical Nurse II	18.12
12073 - Licensed Practical Nurse III	21.17
12100 - Medical Assistant	13.47
12130 - Medical Laboratory Technician	16.61
12160 - Medical Record Clerk	15.43
12190 - Medical Record Technician	17.12

12195 - Medical Transcriptionist	16.17
12210 - Nuclear Medicine Technologist	35.94
12221 - Nursing Assistant I	8.86
12222 - Nursing Assistant II	9.96
12223 - Nursing Assistant III	10.72
12224 - Nursing Assistant IV	12.43
12235 - Optical Dispenser	16.12
12236 - Optical Technician	14.62
12250 - Pharmacy Technician	15.76
12280 - Phlebotomist	14.19
12305 - Radiologic Technologist	26.67
12311 - Registered Nurse I	28.17
12312 - Registered Nurse II	34.46
12313 - Registered Nurse II, Specialist	34.46
12314 - Registered Nurse III	40.82
12315 - Registered Nurse III, Anesthetist	40.82
12316 - Registered Nurse IV	48.92
12317 - Scheduler (Drug and Alcohol Testing)	19.03
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	21.68
13012 - Exhibits Specialist II	27.01
13013 - Exhibits Specialist III	34.74
13041 - Illustrator I	21.31
13042 - Illustrator II	26.39
13043 - Illustrator III	35.13
13047 - Librarian	29.23
13050 - Library Aide/Clerk	16.17
13054 - Library Information Technology Systems Administrator	19.79
13058 - Library Technician	17.46
13061 - Media Specialist I	15.30
13062 - Media Specialist II	17.12
13063 - Media Specialist III	19.08
13071 - Photographer I	16.73
13072 - Photographer II	20.70
13073 - Photographer III	26.61
13074 - Photographer IV	35.57
13075 - Photographer V	39.24
13110 - Video Teleconference Technician	15.08
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.11
14042 - Computer Operator II	18.03
14043 - Computer Operator III	21.07
14044 - Computer Operator IV	23.79
14045 - Computer Operator V	26.35
14071 - Computer Programmer I (1)	20.34
14072 - Computer Programmer II (1)	25.67
14073 - Computer Programmer III (1)	27.62
14074 - Computer Programmer IV (1)	27.62
14101 - Computer Systems Analyst I (1)	27.62
14102 - Computer Systems Analyst II (1)	27.62
14103 - Computer Systems Analyst III (1)	27.62
14150 - Peripheral Equipment Operator	16.11
14160 - Personal Computer Support Technician	23.79
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	33.42
15020 - Aircrew Training Devices Instructor (Rated)	37.71
15030 - Air Crew Training Devices Instructor (Pilot)	44.48
15050 - Computer Based Training Specialist / Instructor	33.42
15060 - Educational Technologist	32.75
15070 - Flight Instructor (Pilot)	44.48

15080 - Graphic Artist	24.07
15090 - Technical Instructor	23.55
15095 - Technical Instructor/Course Developer	28.80
15110 - Test Proctor	19.01
15120 - Tutor	19.01
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.74
16030 - Counter Attendant	8.74
16040 - Dry Cleaner	10.45
16070 - Finisher, Flatwork, Machine	8.74
16090 - Presser, Hand	8.74
16110 - Presser, Machine, Drycleaning	8.74
16130 - Presser, Machine, Shirts	8.74
16160 - Presser, Machine, Wearing Apparel, Laundry	8.74
16190 - Sewing Machine Operator	11.08
16220 - Tailor	11.71
16250 - Washer, Machine	9.30
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.43
19040 - Tool And Die Maker	20.36
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	13.71
21030 - Material Coordinator	19.09
21040 - Material Expediter	19.09
21050 - Material Handling Laborer	13.02
21071 - Order Filler	12.66
21080 - Production Line Worker (Food Processing)	13.71
21110 - Shipping Packer	14.31
21130 - Shipping/Receiving Clerk	14.31
21140 - Store Worker I	10.50
21150 - Stock Clerk	14.99
21210 - Tools And Parts Attendant	13.89
21410 - Warehouse Specialist	13.89
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	26.37
23021 - Aircraft Mechanic I	25.01
23022 - Aircraft Mechanic II	26.37
23023 - Aircraft Mechanic III	27.41
23040 - Aircraft Mechanic Helper	17.52
23050 - Aircraft, Painter	23.53
23060 - Aircraft Servicer	20.09
23080 - Aircraft Worker	20.98
23110 - Appliance Mechanic	19.47
23120 - Bicycle Repairer	14.54
23125 - Cable Splicer	22.86
23130 - Carpenter, Maintenance	24.64
23140 - Carpet Layer	18.28
23160 - Electrician, Maintenance	28.60
23181 - Electronics Technician Maintenance I	22.79
23182 - Electronics Technician Maintenance II	24.27
23183 - Electronics Technician Maintenance III	25.87
23260 - Fabric Worker	17.07
23290 - Fire Alarm System Mechanic	20.27
23310 - Fire Extinguisher Repairer	15.80
23311 - Fuel Distribution System Mechanic	20.47
23312 - Fuel Distribution System Operator	17.21
23370 - General Maintenance Worker	20.02
23380 - Ground Support Equipment Mechanic	25.01
23381 - Ground Support Equipment Servicer	20.09
23382 - Ground Support Equipment Worker	20.98

23391 - Gunsmith I	15.80
23392 - Gunsmith II	18.28
23393 - Gunsmith III	20.68
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.17
23411 - Heating, Ventilation And Air Condtioning Mechanic (Research Facility)	
22.35	
23430 - Heavy Equipment Mechanic	23.96
23440 - Heavy Equipment Operator	28.11
23460 - Instrument Mechanic	20.68
23465 - Laboratory/Shelter Mechanic	19.47
23470 - Laborer	13.40
23510 - Locksmith	19.19
23530 - Machinery Maintenance Mechanic	22.80
23550 - Machinist, Maintenance	23.17
23580 - Maintenance Trades Helper	13.96
23591 - Metrology Technician I	20.68
23592 - Metrology Technician II	21.83
23593 - Metrology Technician III	23.76
23640 - Millwright	20.68
23710 - Office Appliance Repairer	20.30
23760 - Painter, Maintenance	20.30
23790 - Pipefitter, Maintenance	21.01
23810 - Plumber, Maintenance	19.78
23820 - Pneudraulic Systems Mechanic	20.68
23850 - Rigger	21.00
23870 - Scale Mechanic	18.18
23890 - Sheet-Metal Worker, Maintenance	21.78
23910 - Small Engine Mechanic	18.28
23931 - Telecommunications Mechanic I	20.68
23932 - Telecommunications Mechanic II	22.69
23950 - Telephone Lineman	20.05
23960 - Welder, Combination, Maintenance	19.60
23965 - Well Driller	20.86
23970 - Woodcraft Worker	20.68
23980 - Woodworker	15.80
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.13
24580 - Child Care Center Clerk	15.84
24610 - Chore Aide	10.13
24620 - Family Readiness And Support Services Coordinator	16.50
24630 - Homemaker	15.90
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	22.60
25040 - Sewage Plant Operator	26.21
25070 - Stationary Engineer	22.60
25190 - Ventilation Equipment Tender	15.83
25210 - Water Treatment Plant Operator	26.21
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.61
27007 - Baggage Inspector	11.36
27008 - Corrections Officer	27.03
27010 - Court Security Officer	29.58
27030 - Detection Dog Handler	17.91
27040 - Detention Officer	27.03
27070 - Firefighter	28.78
27101 - Guard I	11.36
27102 - Guard II	17.91
27131 - Police Officer I	32.10
27132 - Police Officer II	35.66
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.64
28043 - Carnival Equipment Worker	10.30
28210 - Gate Attendant/Gate Tender	13.29
28310 - Lifeguard	11.84
28350 - Park Attendant (Aide)	15.23
28510 - Recreation Aide/Health Facility Attendant	11.11
28515 - Recreation Specialist	13.82
28630 - Sports Official	12.12
28690 - Swimming Pool Operator	20.34
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.14
29020 - Hatch Tender	22.00
29030 - Line Handler	22.00
29041 - Stevedore I	21.93
29042 - Stevedore II	24.64
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	37.24
30011 - Air Traffic Control Specialist, Station (HFO) (2)	25.03
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	27.57
30021 - Archeological Technician I	20.97
30022 - Archeological Technician II	23.47
30023 - Archeological Technician III	29.06
30030 - Cartographic Technician	29.06
30040 - Civil Engineering Technician	28.51
30061 - Drafter/CAD Operator I	20.97
30062 - Drafter/CAD Operator II	23.47
30063 - Drafter/CAD Operator III	26.15
30064 - Drafter/CAD Operator IV	31.81
30081 - Engineering Technician I	18.11
30082 - Engineering Technician II	20.33
30083 - Engineering Technician III	22.75
30084 - Engineering Technician IV	28.17
30085 - Engineering Technician V	34.88
30086 - Engineering Technician VI	41.70
30090 - Environmental Technician	22.91
30210 - Laboratory Technician	21.03
30240 - Mathematical Technician	25.40
30361 - Paralegal/Legal Assistant I	18.99
30362 - Paralegal/Legal Assistant II	22.91
30363 - Paralegal/Legal Assistant III	28.02
30364 - Paralegal/Legal Assistant IV	33.90
30390 - Photo-Optics Technician	25.40
30461 - Technical Writer II	
30462 - Technical Writer II	26.15
30463 - Technical Writer III	31.64
30491 - Unexploded Ordnance (UXO) Technician I	23.07
30492 - Unexploded Ordnance (UXO) Technician II	27.92
30493 - Unexploded Ordnance (UXO) Technician III	33.46
30494 - Unexploded (UXO) Safety Escort	23.07
30495 - Unexploded (UXO) Sweep Personnel	23.07
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	22.54
30621 - Weather Observer, Senior (2)	25.04
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	10.71
31030 - Bus Driver	15.43
31043 - Driver Courier	12.79
31260 - Parking and Lot Attendant	9.97
31290 - Shuttle Bus Driver	13.95
31310 - Taxi Driver	10.70

31361 - Truckdriver, Light	13.95
31362 - Truckdriver, Medium	14.76
31363 - Truckdriver, Heavy	20.53
31364 - Truckdriver, Tractor-Trailer	20.53
99000 - Miscellaneous Occupations	
99030 - Cashier	12.13
99050 - Desk Clerk	10.43
99095 - Embalmer	23.84
99251 - Laboratory Animal Caretaker I	12.42
99252 - Laboratory Animal Caretaker III½ ½	13.55
99310 - Mortician	23.84
99410 - Pest Controller	15.52
99510 - Photofinishing Worker	15.41
99710 - Recycling Laborer	17.75
99711 - Recycling Specialist	21.69
99730 - Refuse Collector	15.79
99810 - Sales Clerk	12.60
99820 - School Crossing Guard	10.18
99830 - Survey Party Chief	20.88
99831 - Surveying Aide	12.39
99832 - Surveying Technician	16.99
99840 - Vending Machine Attendant	16.14
99841 - Vending Machine Repairer	18.63
99842 - Vending Machine Repairer Helper	16.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.16 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

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

- 1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)
- 2) **AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday

premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C) (vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

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AWARD FEE PLAN

for

**SCIENTIFIC, TECHNICAL, ADMINISTRATIVE, & RDT&E SERVICES
(STARS) II**

25 May 2007

Attachment (4)

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AWARD FEE PLAN

1. PURPOSE

This plan establishes the procedures for the determination of the Contractor's award fee for the Scientific, Technical, Administrative, and RDT&E Services (STARS) II Contract.

2. STAFFING

2.1 Fee Determining Official (FDO)

A Fee Determining Official will be appointed upon award of the contract. The FDO will appoint a Performance Evaluation Board.

2.2 Performance Evaluation Board (PEB)

The PEB will consist of not less than four members. The Contracting Officer's Representative (COR), will be the Chairperson of the Performance Evaluation Board (PEB). The Contracting Officer, Task Order (T.O.) personnel (Technical Assistants (TAs), Alternate Technical Assistants (ATA's), and Financial Points of Contact (FPOC)) selected by the FDO, will be members of the PEB.

The purpose of the PEB is to:

- a. Review the Category A (Performance) and Category B (Management) evaluation data;
- b. Make independent investigations it may deem necessary to gather additional data;
- c. Make recommendations to the FDO concerning the Category A (Performance) and Category B (Management) evaluations, the amount of award fee earned and recommended for payment, and the nature, quality, and extent of documentation to be furnished to the Contractor concerning his performance.

2.3 Advisors to FDO

The FDO may designate technical and administrative personnel to observe, examine, review, and report to the FDO on Contractor performance as required.

2.4 Contract Coordination Team (CCT) Office

The CCT consists of the Contracting Officer, Ordering Officer, COR (and Alternate COR if necessary), and administrative staff.

3. EVALUATION PROCEDURES

3.1 General Overview

The maximum award fee allocated to each performance period will be computed as stated in clause 5252.232-9506. Only hours for “team” subcontractors will be considered for award fee. Award fee will only be given on performance of satisfactory or above (70% satisfaction level).

There shall be no roll-over of unearned award fee from one period to another in accordance with the Office of the Under Secretary of Defense Memorandum, Subj. Award Fee Contracts, dated 29 March 2006.

The Contractor’s performance will be evaluated in two major categories with assigned award fee percentage factors as follows:

Category A: Performance Evaluation 60% of maximum award fee

Category B: Management Evaluation 40% of maximum award fee

3.2 Evaluation Timeline

The evaluation process will be initiated two (2) times each year by the PEB Chairperson. The process requires the TAs to evaluate individual task orders and to submit the completed performance evaluation forms to the CCT Office using the same criteria as stated on the T.O. Quality Assurance Surveillance Plan (QASP) form (Enclosure 1) (which is provided with the Task Order at award).

The schedule for obtaining Category A and Category B evaluations, computing award fee, and providing data to the PEB is shown in the chart below.

TIMELINE

(WEEKS AFTER COR RECEIPT OF CDRL A004 and CDRL A009 FROM CONTRACTOR)

Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8
Prepare and Distribute Evaluation Forms	Complete Performance Evaluations		Prepare and Distribute PEB Evaluation Packages to PEB Members and FDO	Conduct PEB Meeting, Prepare and Deliver FDO Letter	Contractor Comment Period		Prepare and Deliver FDO Letter to Ordering Officer Authorize Payment of Award Fee

3.3 Evaluation Process for Categories A and B

Step 1: Prepare and Distribute Performance Evaluation Forms (1 Week)

Upon receipt of the CDRL A004, Award Fee Performance Self-Evaluation Report and CDRL A009, Award Fee Period Hours Report, the PEB Chairperson will send an electronically prepared copy of the T.O. Performance Evaluation form (Enclosure 2) to the TAs for the evaluation period. The form will be prepared with the following information:

1. Technical Assistant’s Name.

2. Technical Assistant's Code.
3. Number of Fee Bearing Hours Worked for the Period.
4. Contract Number
5. T.O. Number
6. T.O. Title
7. Evaluation Period Dates
8. Weighting Percentages (Determined at Award of T.O.)

Step 2: Complete Performance Evaluations (2 Weeks)

The performance evaluations will be documented by the TAs on the T.O. Performance Evaluation form, Enclosure 2, with related instructions provided herein as Enclosure 3. Each TA will evaluate the following:

1. Quality of Contractor performance.
2. Timeliness of Contractor effort to schedule requirements.
3. Accuracy of Contractor's cost estimate, and efforts to minimize cost to the Government.
4. Resource management.

Step 3: Prepare and Distribute PEB Evaluation Packages to PEB Members and FDO (1 Week)

Performance Evaluation (Category A) — 60%

Enclosure 4 provides a sample of typical performance evaluation elements used as a basis for performance evaluation criteria as defined in a T.O.. It is the responsibility of the TA to ensure that all required tasking on individual task orders has been delivered in a timely manner and that performance has been of acceptable quality, timeliness, and with reasonable cost and resource management. For those T.O.s that may be comprised of multiple individual tasks, the TA is responsible for evaluating each task, compiling the results, and submitting a single T.O. performance evaluation.

Using the award fee factors as stated on the T.O. QASP (Enclosure 1), the TA will complete the T.O. Performance Evaluation form (Enclosure 2) in accordance with the instructions (Enclosure 3). Justification comments are REQUIRED. In the case of less than satisfactory performance, the TA must include in the justification sufficient data to enable the initiation of corrective action by the Contractor.

Once completed, the TA will submit Enclosure 2 electronically to the PEB Chairperson. The PEB will review the performance evaluation forms for the evaluation period. The equation for computing fee for Category A is illustrated below.

Performance Evaluation (Category A) Equation

$$0.60 \times [(W_p \times T_p) + (W_s \times T_s) + (W_c \times T_c)]$$

$$\times (\text{Maximum Fee Per Hour}) \times (\text{Fee-Bearing Hours Worked}) = \text{Fee } \$$$

where:

W_p = weight for performance

T_p = score for performance

W_s = weight for schedule

T_s = score for schedule

W_c = weight for cost

T_c = score for cost

Step 4: Conduct PEB Meeting, Prepare and Deliver FDO Letter (1 Week)

The PEB Chairperson will review the scores and justifications to ensure completeness and adequacy. The PEB Chairperson will compute performance evaluation scores for each T.O. and determine fee based on fee-bearing labor hours only.

The PEB Chairperson will schedule a Performance Evaluation Board (PEB) meeting. It is the PEB Chairperson's responsibility to ensure that the entire evaluation package is provided for review to the PEB members at least one week before the scheduled PEB meetings.

The PEB will meet, review all Category A scores and justifications and also determine Category B scores.

Management Evaluation (Category B) – 40%

The Management evaluation of the contract will use the evaluation elements indicated in Enclosure 5 and the Resource Management data provided by the TAs on the T.O. Performance Evaluation form. The PEB may also use the following means to obtain required data for the evaluation:

- a. Input from the CCT and TAs on day-to-day operations.
- b. Independent investigations as required.
- c. Regular Contractor/Government management meetings.
- d. Historical Costs, Overhead, and G&A rates.

After the assignment of Management scores by the PEB, the PEB Chairperson will compute the Management score. The equation for computing fee for Category A is illustrated below.

Management Evaluation (Category B) Equation

$$0.40 \times [(M \times 0.4) + (S \times 0.1) + (P \times 0.3) + (C \times 0.2)] \times$$
$$(\text{Maximum Fee Per Hour}) \times (\text{Fee-Bearing Hours Worked}) = \text{Fee } \$$$

where:

M = score for management organization and controls

S = score for subcontract management

P = score for personnel effectiveness

C = score for cost management of indirect costs

Based on the results of the PEB, the PEB Chairperson will prepare an award fee determination letter for review by the Contracting Officer and the Ordering Officer. Upon review by the Contracting Officer and the Ordering Officer, the PEB Chairperson will forward the letter for approval to the FDO. The letter will have adequate information and backup documentation for the Contractor to understand the basis of the FDO determination. (Backup documentation will include a summary of the T.O. evaluation forms and a summary list of Category A and B scores.) Upon FDO approval (by signature), the PEB Chairperson will deliver the approved Award Fee Determination letter to the Contractor.

Step 5: Contractor Comment Period (2 Weeks)

If the Contractor accepts the Award Fee Determination, the contractor will provide the government written notification of that acceptance.

The Contractor will be allowed a two-week comment period in which to submit a written request for reconsideration of the Award Fee Determination.

If the Contractor submits a written request for reconsideration to the Award Fee Determination, the PEB Chairperson, the Ordering Officer, and the Contracting Officer will review the Contractor's comments and conduct discussions with the FDO concerning the comments. The FDO may reconvene the PEB to discuss resolution of the Contractor's reconsideration request. The FDO may direct actions up to and including reconsideration of any part of the evaluation for the performance period in review.

Step 6: Prepare and Deliver FDO Letter to Ordering Officer (OO) (1 Week)

Upon completion of the Contractor comment period or written acceptance by the Contractor of the Award Fee Determination, the PEB Chairperson will prepare for FDO review/approval a letter to the Ordering Officer stating the award fee to be paid to the Contractor.

Step 7: Authorize Payment of Award Fee (1 Week)

The Ordering Officer will authorize payment of award fee.

Quality Assurance Surveillance Plan (QASP)/ Task Order Evaluation Data

CONTRACT NUMBER:

STARS II CONTRACT

TASK ORDER TO BE EVALUATED BI-ANNUALLY

AWARD FEE FACTORS

% (weight) **Performance, Schedule and Cost must add to 100%.**

PERFORMANCE FOR THIS TASK ORDER MEANS (List those factors/standards that will be considered critical in scoring this effort):

% (weight)

CRITICAL FACTORS IN THE SCHEDULE ARE (Importance of being on time or ahead of schedule should be included):

% (weight)

COST FACTORS (Indicate if direct hours or cost dollars will be used to evaluate costs. Indicate if technical and/or schedule will be of importance in the cost evaluation):

EVALUATOR

DATE

TASK ORDER PERFORMANCE EVALUATION			TECHNICAL ASSISTANT			CODE		FEE BEARING HOURS	
CONTRACT	T.O.#	TASK ORDER TITLE				EVALUATION PERIOD			
RATINGS & NARRATIVES									
ALL FOUR FACTORS MUST BE EVALUATED (See Instructions)									
PERFORMANCE (%) "QUALITY" OF CONTRACTOR EFFORT									
SATISFACTION LEVEL		0-69	70	80	90	100	110	120	130
AWARD FEE % RANGE		0	50-59	60-69	70-79	80-85	86-90	91-95	96-100
EVALUATION		(ENTER % OF FEE AWARDED IN APPROPRIATE BOX)							
SPECIFIC TASKS (SUCCESSSES/FAILURES): (COMMENTS REQUIRED)									
AREAS OF POTENTIAL CONTRACTOR IMPROVEMENT:									
OTHER COMMENTS:									
SCHEDULE (%) "TIMELINESS" OF CONTRACTOR EFFORT									
SATISFACTION LEVEL		0-69	70	80	90	100	110	120	130
AWARD FEE % RANGE		0	50-59	60-69	70-79	80-85	86-90	91-95	96-100
EVALUATION		(ENTER % OF FEE AWARDED IN APPROPRIATE BOX)							
SPECIFIC TASKS (SUCCESSSES/FAILURES): (COMMENTS REQUIRED)									
AREAS OF POTENTIAL CONTRACTOR IMPROVEMENT:									
OTHER COMMENTS:									

CONTRACTOR'S COST (%) "ACCURACY" OF COST ESTIMATE, "MINIMIZED COST" TO GOVERNMENT								
SATISFACTION LEVEL	0-69	70	80	90	100	110	120	130
AWARD FEE % RANGE	0	50-59	60-69	70-79	80-85	86-90	91-95	96-100
EVALUATION (ENTER % OF FEE AWARDED IN APPROPRIATE BOX)								
SPECIFIC TASKS (SUCCESSSES/FAILURES): (COMMENTS REQUIRED)								
AREAS OF POTENTIAL CONTRACTOR IMPROVEMENT:								
OTHER COMMENTS:								
RESOURCE MANAGEMENT (INPUT TO PEB'S MANAGEMENT EVALUATION) (Check one box for each statement)								
	NEVER	SOMETIMES	USUALLY	ALWAYS				
CONTRACTOR'S ORGANIZATION WAS RESPONSIVE AND EASY TO INTERFACE WITH								
CONTRACTOR'S T.O. LEADER PERFORMED EFFECTIVELY								
PERSONNEL SKILL LEVEL WAS APPROPRIATE TO TASK								
STABILITY WAS MAINTAINED IN PERSONNEL ASSIGNED								
MANAGEMENT AND ACCOUNTING DATA WAS COMPLETE, ACCURATE, AND TIMELY								
COMMENTS (SUCCESSSES/FAILURES ETC.):								
AREAS OF POTENTIAL CONTRACTOR IMPROVEMENT:								
CERTIFICATION (SIGNATURE OR RECEIPT FROM TA'S E-MAIL ACCOUNT):								
<p>I have reviewed the Contractor cost data for this evaluation period and hereby certify that the labor charges and other costs reported by the Contractor appear appropriate and reasonable for the work accomplished by the Contractor, as required by the Task Order, except as I have previously advised the Contracting Officer.</p> <p>Technical Assistant: _____ Date: _____</p>								

T.O. PERFORMANCE EVALUATION INSTRUCTIONS

The Contractor's performance is to be evaluated at the end of each contract evaluation period for work performed during that period. A rating is required for each T.O. for which the Contractor expended fee-bearing hours during that period. It is the responsibility of the TA to provide fair, impartial, and timely evaluations to the Performance Evaluation Board (PEB) for those task order(s) under his/her cognizance.

The TAs are required to evaluate the Contractor in the following areas:

Performance	Quality of Contractor <u>performance</u>
Schedule	Timeliness of Contractor effort to <u>schedule</u> requirements
Cost	Accuracy of Contractor's <u>cost</u> estimate and efforts to minimize cost to the Government.
Resource Management	As defined on page 2 of Enclosure 2

The concept of Customer (the Government) 'Satisfaction Level' is utilized to evaluate Contractor performance. The evaluation form is based upon a 'reasonable' expectation of Contractor performance. That is, a reasonable amount (20-30%) of rework, Government guidance, or delinquency is expected for a Satisfaction Level of 70 and Award Fee of 50-59%. Fully meeting the minimum of all T.O. requirements without special Government guidance or intervention represents a Satisfaction Level of 100 and an Award Fee of 80%-85%.

Exceeding expectations with innovative processes or management would result in higher levels of Satisfaction and Award Fee. A range of evaluation levels are defined on the following page. In the performance evaluation areas (Performance, Schedule, and Cost), these definitions are related to T.O. requirements and cost estimating/management. They are designed to cover the broad range of work accomplished under the Contract and to provide evaluation consistency.

The TA is required to enter a recommended award fee percentage in the appropriate box. Sometimes the work accomplished under the T.O. will fall under more than one definition of evaluation level. In such a case, interpolate between them and provide explanatory data in the comment areas. In the Management evaluation area, the TA is required to respond to areas stated as related to his/her interface with Contractor management.

IMPORTANT: *TAs are cautioned not to unfairly evaluate or 'mark down' the Contractor for conditions/events which are the result of Government action/inaction or are beyond the Contractor's control.*

Comment blocks are provided for each of the four evaluation areas. TAs are required to provide Comments in the "Specific Tasks" and "Areas of Potential Contractor Improvement" comment areas. Properly prepared feedback of this type has the potential of improving a Contractor's performance and value to the Government. Comments in the "Specific Tasks" areas should identify only the areas of Contractor performance that exceeded or failed to meet reasonable expectations (see above). Do not comment on Contractor efforts which were merely within reasonable expectations and normal performance within the requirements of the Performance Work Statement (PWS). The comments provided should clearly state that the Contractor exceeded or failed to meet reasonable expectations for each area. Finally, a summarizing

sentence should close the “Specific Tasks” section which **quantitatively** summarizes what percentage of the Contractor’s efforts exceeded or failed to meet reasonable expectations (e.g., “x% of the Contractor’s efforts exceeded reasonable expectations during the evaluation period.” or “x% of the Contractors deliverables (or efforts) were delivered ahead of schedule (or expectations) during the evaluation period.”). Use supplemental sheets if additional space is needed.

Guidance for Performance Evaluations (Performance/Schedule, & Cost/Resource Management)

Satisfaction Level (%)	Definition	Award Fee %
0-24	The Contractor is not performing at a satisfactory level and the T.O. should be terminated.	0
25-49	The Contractor is not performing at a satisfactory level. Involvement by the Contractor's T.O. Manager and the COR is required.	0
50-69	The performance is still unsatisfactory, however, due to involvement by the Contractor's T.O. Manager and the COR, a satisfactory level is expected in the next performance period.	0
70	The Contractor's efforts were satisfactory, however – Performance/Schedule: 20-30% of effort required rework, was late, or required 'special' Government guidance or intervention to meet T.O. requirements. Cost/Resource Management: Contractor's costs and/or hours/labor category deviated from expectations by 21-30%, and Contractor should have utilized his resources more effectively	50-59
80	The Contractor's efforts were satisfactory, however – Performance/Schedule: 10-19% of effort required rework, was late, or required 'special' Government guidance or intervention to meet T.O. requirements. Cost/Resource Management: Contractor's costs and/or hours/labor category deviated from expectations by 16-20%, and Contractor should have utilized his resources more effectively.	60-69
90	The Contractor's efforts were satisfactory, however – Performance/Schedule: 1-9% of effort required rework, was late, or required 'special' Government guidance or intervention to meet T.O. requirements. Cost/Resource Management: Contractor's costs and/or hours/labor category deviated from expectations by 10-15%, and Contractor should have utilized his resources more effectively.	70-79
100	Performance/Schedule: All efforts met full T.O. minimum requirements with <u>no</u> 'special' Government guidance or intervention {All T.O. products/services were delivered "on time"}. Cost/Resource Management: Contractor's costs and hours/labor category were within 0-10% of expectations; and Contractor's utilization of resources was appropriate to task.	80-85
110	Performance/Schedule: All efforts met full T.O. minimum requirements with <u>no</u> 'special' Government guidance or intervention. Plus, 5-15% of effort exceeded expectations, were delivered ahead of schedule, and was the result of superior innovation or management initiative. Cost/Resource Mgmt: Contractor's costs and hours/labor category were within 0-10% of expectations, and the Contractor demonstrated superior management of resources in response to changing conditions effecting 5-15% of efforts. Or, the Contractor demonstrated superior initiative in cost management resulting in a 5-15% cost savings to the Government.	86-90
120	Performance/Schedule: All efforts met full T.O. minimum requirements with <u>no</u> 'special' Government guidance or intervention. Plus, 16-30% of effort exceeded expectations, were delivered ahead of schedule, and was the result of superior innovation or management initiative. Cost/ Resource Mgmt: Contractor's costs and hours/labor category were within 0-10% of expectations, and Contractor demonstrated superior management of resources in response to changing conditions effecting 16-30% of efforts. Or, the Contractor demonstrated superior initiative in cost management resulting in a 16-30% cost savings to the Government.	91-95
130	Performance/Schedule: All efforts met full T.O. minimum requirements with <u>no</u> 'special' Government guidance or intervention. Plus, 31-100% of effort exceeded expectations, were delivered ahead of schedule, and was the result of superior innovation or management initiative. Cost/Resource Mgmt: Contractor's costs and hours/labor category were within 0-10% of expectations; and Contractor demonstrated superior management of resources in response to changing conditions effecting 31-100% of efforts. Or, the Contractor demonstrated superior initiative in cost management resulting in a 31-100% cost savings to the Government.	96-100

CATEGORY A: PERFORMANCE EVALUATION ELEMENTS (60%)

Major Areas	Relative Weight	Evaluation Elements
Typical factors/standards - Specific evaluation criteria will be established in each T.O.		
Performance (P)	To be determined at issuance of T.O.	<p>Employment of appropriate processes and procedures with work results technically accurate and valid.</p> <p>The production of error-free software and other products which conform with the requirements established in the contract or by individual T.O.s.</p> <p>Conformance of the end product with the goals of the individual T.O. e.g., did the product or service meet the minimum stated standards and criteria, and did the goods or services meet the goals of effectiveness and economy in design and/or implementation.</p>
Timeliness of schedules and delivery (S)	To be determined at issuance of T.O.	Prioritizing of tasks, maintaining schedules, meeting milestones and delivery dates established by work assignments or program plans.
Cost/Resource Management (C)	To be determined at issuance of T.O.	Accurately estimating costs, including category of labor, work hours, travel, and other cost elements that are required to perform tasks and actual compliance with these cost estimates. Efficient utilization of resources in response to changing conditions. Contractor resulting in Government cost savings.

CATEGORY B: MANAGEMENT EVALUATION (40%)

Major Areas	Relative Weight	Evaluation Elements
Effectiveness of management organization and controls (M)	40%	<p>Effective and economical organization of all areas of effort, including management and teams required to meet work requirements.</p> <p>Managerial staffing to assure proper supervision of the work force and proper utilization of the assigned skills.</p> <p>Effective control of Government furnished property.</p> <p>Responsiveness of management to accomplish assigned tasks in response to urgency of need.</p> <p>Timeliness and quality of response to requests for T.O. proposals.</p> <p>Coordination with appropriate NAWCWD personnel to resolve problems that may arise in communications, workload distribution, planning, scheduling, overtime, idle time, or other appropriate areas.</p> <p>Timeliness and adequacy of contract CDRL items (non-T.O. CDRLs).</p>
Subcontract Management (S)	10%	<p>Compliance with subcontracting goals and SDB participation targets proposed.</p>

CATEGORY B: MANAGEMENT EVALUATION (40%)

Major areas	Relative weight	Evaluation elements
Effectiveness of Personnel Management (P)	30%	<p>Effectiveness in securing and retaining qualified personnel.</p> <p>Establishment and maintenance of a personnel mix suitable for accomplishment of the assigned tasks.</p> <p>Versatility of personnel in performance of interrelated tasks.</p> <p>Appropriateness of and visibility into Contractor's training program.</p> <p>Effectiveness of the Contractor's security program.</p> <p>Proper categorizing of new employees and prompt submission of resumes.</p>
Effectiveness of Cost Management (C)	20%	<p>Degree of control over incurred costs as evidenced by comparison of estimated and actual costs.</p> <p>Ability to maintain competitive rates and visibility of costs.</p> <p>Effective use of subcontracts/purchases and accurate visibility into cost of and justification for consultants and purchases.</p> <p>Effectiveness in managing costs to ensure year-end costs neither over run nor substantially under run estimated costs.</p> <p>Effectiveness of management efforts to continuously improve the quality of work and work force while reducing costs to the Government.</p> <p>Degree of quality, accuracy, and clarity of cost data (vouchers, T.O. cost reports, etc.).</p>

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION		C. EXEMPTION AND EXEMPTIONS	
(The requirements of the DoD National Industrial Security Program Operating Manual apply to all security aspects of this effort.)		E. FACILITY CLEARANCE NUMBER	
		TOP SECRET	
		F. LINK OF EXEMPTIONS NUMBER	
		NONE	
1. THIS SPECIFICATION IS FOR A CONTRACT OR CONTRACTS AS APPLICABLE		2. THIS SPECIFICATION IS FOR A CONTRACT OR CONTRACTS AS APPLICABLE	
a. PRIME CONTRACT NUMBER		X	b. DATE (YYYYMMDD) 20061114
b. SUBCONTRACT NUMBER			c. DATE (YYYYMMDD)
d. SOLICITATION OR OTHER NUMBER X N66836-07-R-0014		e. DATE (YYYYMMDD)	f. DATE (YYYYMMDD)
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 this contract is transferred to this follow-on contract.			
5. IS THIS A FINAL BID FORM SET? YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> IF YES, complete the following:			
In response to the contractor's request only. All copies of the classified material is returned by the end of the contract.			
6. CONTRACTOR'S NAME, ADDRESS, AND ZIP CODE			
FOR BIDDING PURPOSES ONLY; NOT VALID FOR ACTUAL CONTRACT		a. CASE CODE N/A	c. COMSECURITY OFFICE (Name, Address, and Zip Code) N/A
7. DISPOSITION		a. CASE CODE N/A	c. COMSECURITY OFFICE (Name, Address, and Zip Code) N/A
8. ADDRESS INFORMATION		b. CASE CODE N/A	c. COMSECURITY OFFICE (Name, Address, and Zip Code) N/A
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Scientific, Technical, Administrative and Research, Development, Test and Evaluation (RT&E) Services (STARS) COR: Ms. Linda McCaskey, 780-639-7837			
10. THE CONTRACT WILL REQUIRE ACCESS TO:		11. IN PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
b. RESTRICTED DATA	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	b. RECEIVE AND GENERATE CLASSIFIED MATERIAL	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	d. FABRICATE, REPAIR, OR TEST CLASSIFIED HARDWARE	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION:		e. PERFORM SERVICES ONLY	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
(1) SENSITIVE COMPARTMENT INFORMATION (SCI)	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., FOREIGN DISC, U.S. POSSESSIONS AND WFOU TERRITORIES	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
(2) NON-SCI & CS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF EMPLOYEES TECHNICAL INFORMATION CENTER (TIC) OR OTHER EMPLOYEES INFORMATION CENTER	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
g. NAFO INFORMATION	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	i. USE TRAVEL DOCUMENTS	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>
i. LIMITED INFORMATION INFORMATION	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE EMPLOYEE COMPUTER SERVICE	YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	l. OTHER (Specify)	
k. OTHER (Specify)			

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ID:

ATTACHMENT 6

13. PUBLIC RELEASE. Any information identified or classified pertaining to this contract shall not be released by public dissemination except as provided by the National Security Council 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: 741000, 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-FDI (see Annexes) contracts for disclosure shall be submitted to the system.

13a. SECURITY CLASSIFICATION. 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 contracting factor influences a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes to change the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and processed at the highest level of classification assigned or recommended. (FW is as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/policies/rules referenced herein. Add additional pages as needed to provide complete guidance.)

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

10a A final U.S. Government clearance, at the appropriate level, is required prior to COMSEC access. Written approval of the Contracting Officer is required prior to subcontracting.

10e(1) STARS II contractor support will require NON-Substantial SCI access in the performance of the contract (at government facility).

Reviewed by: Catherine A. Mathey
Special Security Officer

10e(2) Contractor requires access to the SIPRNET (at government activity), as certified by the COR via the NAVAIR STILO. The contractor shall not intentionally access, download, or further disseminate intelligence data without the guidance and permission of the NAVAIR STILO. Contractor shall comply with Naval Air Warfare Center Aircraft Division Scientific and Technical Intelligence Liaison Officer memo of 01 June 99 (attached). Written approval of the User Agency Contracting Officer is required prior to subcontracting. A final U.S. government clearance, at the appropriate level, is required prior to access to intelligence information.

Reviewed by: Bruce R. Smith 12 Dec 2006
Scientific and Technical Intelligence Liaison Officer

10f Access to Special Access Information required. For further information, please contact COR listed in block 9.

SEE SUPPLEMENTAL ATTACHMENT FOR ADDITIONAL SECURITY REQUIREMENTS

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to IAWPDR 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 cognate security office. (Use Item 15 if additional space is needed.)

YES NO

See Item 13 above

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognate security office. If Yes, explain and identify specific areas or elements covered and the entity responsible for inspections. (Use Item 15 if additional space is needed.)

YES NO

NONE

16. CLASSIFICATION AND CONTROLS. Security requirements listed 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. TYPE OF NAME OF CONTRACTING OFFICER	b. TITLE	c. TELEPHONE (include Area Code)
MARK A. DAVIS	CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (COR)	301-342-8045
d. ADDRESS (include Zip Code)	II. SECURITY CONTROLS	
COMMANDER Attn: 74.1, Bldg 463 Rm 103 Naval Air Warfare Center Aircraft Division 22514 McCoy Road, Unit 10 Patuxent River, MD 20670	<input checked="" type="checkbox"/> a. CONFIDENTIALITY <input checked="" type="checkbox"/> b. SUBCONTRACTING <input checked="" type="checkbox"/> c. CONTRACTING SECURITY OFFICER FOR PUBLIC AND SUBCONTRACTING <input checked="" type="checkbox"/> d. IIA ACTIVITY RESPONSIBLE FOR CONTRACTOR SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHER AS NECESSARY	
	COR, COOR	

Mark Davis 2/15/07

10g. There is no valid requirement for NATO access, however inadvertent access may occur because NATO information is available on the SIPRNET. 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.

10h. A final U.S. Government clearance, at the appropriate level, is required for access to classified foreign government 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.

11a. Classified contract performance is restricted to the Naval Air Warfare Center Weapons Division, China Lake, CA. Security classification guidance will be provided on site. The COR/TPOC is responsible for ensuring that the distribution statements are placed on all classified and unclassified technical documents.

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 NAWCWPNSINST 5510.30 and any additional security requirements provided by the Activity Security Coordinator (as appropriate).

ADP: If required anytime during contract performance, the contractor shall comply with the requirements of the Information Systems Programs as described in SECNAV M 5239.1 (attached) and OPNAVINST 5239.1B series and local command information systems security instructions. All systems, regardless of the level of data process, will be accredited in accordance with the above instructions.

11j. While performing aboard NAVAIR 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.