

<b>SOLICITATION, OFFER AND AWARD</b>				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1   46			
2. CONTRACT NO. N68936-09-C-0137		3. SOLICITATION NO. N68936-09-R-0023		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 11 Jun 2009		6. REQUISITION/PURCHASE NO. 1300119241-0002		
7. ISSUED BY CDR NAWCWD CODE 254100D ATTN: T. AGEE (760) 939-2459 429 E BOWEN RD. STOP 4015 CHINA LAKE CA 93555-6108				CODE N68936		8. ADDRESS OFFER TO (If other than Item 7) CODE  <b>See Item 7</b>				
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".				<b>SOLICITATION</b>						
9. Sealed offers in original and <u>0</u> 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>Bldg. 982, Room 100</u> until <u>04:00 PM</u> local time <u>13 Jul 2009</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			B. TELEPHONE (Include area code) (NO COLLECT CALLS)			C. E-MAIL ADDRESS		
<b>11. TABLE OF CONTENTS</b>										
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<b>OFFER (Must be fully completed by offeror)</b>										
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 CODE <u>1LX23</u> MANAGEMENT AND ENGINEERING TECHNOLOGIES RENARD JOHNSON 8600 BOEING DR EL PASO TX 79925-1226					FACILITY			16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)  RENARD JOHNSON / PRESIDENT/CEO		
15B. TELEPHONE NO (Include area code) (915) 772-4975			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE		
<b>AWARD (To be completed by Government)</b>										
19. ACCEPTED AS TO ITEMS NUMBERED CLINs 0001 - 0005				20. AMOUNT \$19,429,577.00		21. ACCOUNTING AND APPROPRIATION See Schedule				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )						23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM		
24. ADMINISTERED BY (If other than Item 7) DCMA PHOENIX 40 NORTH CENTRAL AVE SUITE 400 TWO RENAISSANCE SQUARE PHOENIX AZ 85004-4400				CODE S0302A		25. PAYMENT WILL BE MADE BY DFAS - COLUMBUS CENTER WEST ENTITLEMENT OPERATIONS PO BOX 182381 COLUMBUS OH 43218-2381 CODE HQ0339				
26. NAME OF CONTRACTING OFFICER (Type or print) DIANE E FOUCHER TEL: (760) 939-8160 EMAIL: diane.foucher@navy.mil						27. UNITED STATES OF AMERICA <i>Diane E. Foucher</i> (Signature of Contracting Officer)		28. AWARD DATE 21-Sep-2009		
<b>IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.</b>										

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

**FOR YOUR INFORMATION:**

The following addresses and points of contact are provided:

Contract Specialist:

Name: Tara Agee  
Phone: (760) 939-2459  
DSN: 437-2459  
FAX: (760) 939-8107  
Email address: tara.agee@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER  
CODE 254100D (T. AGEE – 760-939-2459)  
NAVAIRWARCENWPNDIV  
429 E. BOWEN RD. MAIL STOP 4015  
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER  
CODE 254100D (T.AGEE)  
NAVAIRWARCENWPNDIV  
BLDG 982, MAIL STOP 4015  
CHINA LAKE, CA 93555-6108

Contracting Officer:

Name: Diane E. Foucher  
Phone: (760) 939-8160  
DSN: 437-8160  
FAX: (760) 939-9651  
Email address: diane.foucher@navy.mil

U.S. Postal Service Mailing Address:

COMMANDER  
CODE 254100D (D. FOUCHER – 760-939-8160)  
NAVAIRWARCENWPNDIV  
429 E. BOWEN RD. MAIL STOP 4015  
CHINA LAKE, CA 93555-6108

Direct Delivery Address (UPS, FedEx, etc):

COMMANDER  
CODE 254100D (D. FOUCHER)  
NAVAIRWARCENWPNDIV  
BLDG 982, MAIL STOP 4015  
CHINA LAKE, CA 93555-6108

**ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:**

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

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Weapons Survivability Laboratory CPFF Test and evaluation, maintenance and operations in accordance with Section C, Statement of Work (SOW) Basic Contract Years 1-3 FOB: Destination	1	Lot		\$19,429,577.00
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	\$19,429,577.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
000101	For Navy Accounting Purposes Only CPFF FOB: Destination PURCHASE REQUEST NUMBER: 1300119241-0002				
	ACRN AA CIN: 130011924100002				\$6,276,194.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Data for CLIN 0001 CPFF In accordance with DD Form 1423 Contract Data Requirements List FOB: Destination				NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	Wcapons Survivability Laboratory CPFF Test and evaluation, maintenance and operations in accordance with Section C, Statement of Work (SOW) Option Years 4 & 5 FOB: Destination	1	Lot		\$13,922,490.00
				ESTIMATED COST	(b)(4)
				FIXED FEE	
				TOTAL EST COST + FEE	\$13,922,490.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	Data for CLIN 0003 CPFF In accordance with DD Form 1423 Contract Data Requirements List FOB: Destination				NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005		1	Lot		\$4,468,464.00
OPTION	Weapons Survivability Laboratory				

**CPFF**

Additional Hours for Test and evaluation, maintenance and operations in accordance with Section C, Statement of Work (SOW). This option may be exercised more than once up to the total quantity shown in this CLIN. When exercised, hours will be added to either CLIN 0001 or 0003 and will be delivered during the Period of Performance of that CLIN.

FOB: Destination

ESTIMATED COST	(b)(4)
FIXED FEE	
<b>TOTAL EST COST + FEE</b>	<b>\$4,468,464.00</b>

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**ADDENDUM TO 5252.211-9503**

This is a level of effort term type contract and no orders will be issued, therefore where " Task Order", "Delivery Order" or "ordered" appears in this contract, it shall refer to the contract. Paragraph (d) "Completion Form Task Orders" does not apply.

**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 [277,695 in the basic contract CLIN 0001, 185,130 in Option CLIN 0003, and 92,565 in Option CLIN 0005, and if all options are exercised, a total of 555,390.] 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 is as follows:

Labor Category	Hours per Year	Total Hours
Chief Engineer	1,870	11,220
Mechanical Engineer	1,870	11,220
Engineering Tech V	6,545	39,270
Electronics Engineer	1,870	11,220
Instrumentation Engineer	1,870	11,220
General Fabrication Tech II	3,740	22,440
General Fabrication Tech III	9,350	56,100
General Fabrication Tech IV	13,090	78,540
Aircraft Tech II	3,740	22,440
Aircraft Tech III	7,480	44,880
Aircraft Tech IV	1,870	11,220
Instrumentation Tech III	3,740	22,440
Instrumentation Tech IV	5,610	33,660
Photographer II	3,740	22,440
Photographer III	1,870	11,220

Photographer IV	1,870	11,220
Test Lead	7,480	44,880
Material Coordinator	1870	11,220
Warehouse Specialist	1,870	11,220
Logistics Technician	1,870	11,220
Inventory Specialist	1,870	11,220
Maintenance Trades Helper	1,870	11,220
Mechanical Tech III	1,870	11,220
Laborer	3,740	22,440
	<b>92,565</b>	<b>555,390</b>

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

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

- (1) Requiring the Contractor to continue performance, subject to the provisions of the FAR Clause 52.232-20 or 52.232-22, as applicable, until the effort expended equals 100% of the established Level of Effort; or
- (2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than one hundred (100%) percent of the established Level of Effort (or the fee bearing portion of the last upward revision).

(d) Completion Form Task Orders.

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

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

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

(e) Term Form Task Orders.

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

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

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

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

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

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

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

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

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

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

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

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

## Section C - Descriptions and Specifications

STATEMENT OF WORK

**WEAPONS SURVIVABILITY LABORATORY (WSL)  
PERFORMANCE WORK STATEMENT  
11JUNE 2009**

**1.0 SCOPE.** This Performance Work Statement covers the test and evaluation services as well as the maintenance and operations services required to implement the Research, Development, Test, and Evaluation (RDT&E) programs under the cognizance of the WSL in the Survivability Division of the Systems Engineering Department. Performance will normally be conducted at the Naval Air Warfare Center Weapons Division (NAWCWD), China Lake, California.

**2.0 APPLICABLE DOCUMENTS.** The following documents of the revision and date shown are applicable in the performance of this Performance Work Statement (PWS) to the extent specified herein

- 2.1 Navy Occupational Safety and Health Program Manual, OPNAVINST 5100.23G
- 2.2 Occupational Safety and Health Manual, NAWS CL Instruction 5100.2 dated 14 May 1997
- 2.3 PART 1910-OCCUPATIONAL SAFETY AND HEALTH STANDARDS, Title 29: Chapter XVII, Code of Federal Regulations, Labor (29 CFR 1910)
- 2.4 Hazard Communication (HAZCOM) Program, NAWSCL Instruction 5100.3
- 2.5 Operational Risk Management, OPNAVINST 3500.3
- 2.6 Vehicle and Equipment Operators Licensing and Training, NAWSCL Instruction 11240-1, dated 27 Feb 2003.
- 2.7 Acquisition, Use and Maintenance of Government Vehicles and Miscellaneous Fuel and Consuming Equipment, NAWSCL Instruction 11240-14, dated 07 Nov 2000.
- 2.8 WSL Preventive Maintenance Plan
- 2.9 WSL Test Asset Inventory Listing
- 2.10 Management of Civil Engineering Equipment, NAVFAC, P300, dated September 2003.
- 2.11 Management of Weight Handling Equipment, NAVFAC, P307, dated June 2003.
- 2.12 Mishap Investigation and Reporting OPNAVINST 5102.1C dated March 1989

**3.0 REQUIREMENTS.** The Contractor shall perform testing and facility operations and maintenance for the following test programs and similar future test programs as defined in plans and schedules throughout the life of the contract:

- a. Tilt Rotor Transport (V-22/MV-22)
- b. Joint Strike Fighter (JSF/F-35)
- c. Multi-mission Maritime Aircraft (MMA/P8-A)
- d. Joint Cargo Aircraft (JCA)
- e. Heavy Lift Replacement (HLR/CH-53K)
- f. Future Tanker (KC-130J)
- g. Combat Search and Rescue Aircraft (CSAR)
- h. VIP Transport (VH-71)
- i. F/A-18 Variants (F/A-18E/F/G)
- j. Unmanned Aerial Vehicles (Various Programs)
- k. Sea and Ground Vehicles and Systems

The Contractor shall perform the following types of test activities:

- a. Live Fire Testing and Evaluation (LFT&E) of the vulnerability of U.S. aircraft and weapons systems against foreign and U.S. threats.
- b. LFT&E of the lethality of U.S. weapons against foreign aircraft and weapons systems.
- c. Safe separation testing of free fall and other weapons.
- d. Aerodynamic testing of weapons and recovery systems.

Testing includes evaluation of systems such as field systems, control systems, engine systems, structural components and systems, propulsion systems and fuel systems.

These test activities may be performed with or without participation of Government personnel.

The Contractor shall build or otherwise prepare test articles, test fixtures and stands, and other test support systems and or simulators. The Contractor shall also plan, execute and report test activities, and operate and maintain equipment and facilities as required. All services shall be provided in an efficient manner that contributes to smooth operation of the WSL.

In performing this contract, the Contractor shall ensure that contractor developed, fabricated and/or installed test support systems and simulators shall perform according to test program technical requirements as defined in the relevant test plan(s) and other documentation, even while operating in an environment of explosive detonations, high-velocity projectiles and fragments, fires, water, oils, fuels and airflow velocities up to 610 knots.

The Government will provide the Contractor with the WSL project and facility program schedules necessary for contract performance. The Government reserves the right to make unilateral program schedule changes. Program and facility schedules will be discussed and/or reviewed weekly during the WSL scheduling meeting.

**3.1 Test Planning.** The Contractor shall attend and participate in preplanning and test planning meetings, weekly test-scheduling meeting, and daily statuses held by the Government. The Contractor shall provide input for the development of the test plan for each test program. Contractor-prepared test plan documentation shall be clear, concise and easy to understand. The estimated cost for each test plan shall be agreed to at the test plan meeting and documented on the WSL Contractor Cost Estimate Form. As part of the planning process, the Contractor shall schedule employee support to ensure timely and safe completion of program milestone requirements, as well as effective and safe maintenance, repair and updates to test support facilities, equipment and systems. Contractor planning and scheduling shall emphasize safety of operations and efficient resource management.

**3.2 Design & Documentation.** The Contractor shall produce a wide range of instrumentation, electronics, electrical, software, mechanical and aerospace engineering design files and documents relative to testing aircraft and missile simulators, structural support assemblies, special equipment, facilities and data acquisition systems. The Contractor shall design, develop and implement, or utilize off the shelf, wideband data acquisition systems and control systems. The Contractor shall develop and implement software programs and systems for data acquisition and data reduction. The Contractor shall perform computer-aided design and stress analysis. The Contractor shall produce designs, which update test sites, test support facilities, equipment and systems unique to the WSL.

The Contractor shall document instrumentation, hardware and software designs, developments and implementations. Instrumentation documentation may include tables and schematics of data acquisition, control and power requirements. Hardware documentation may include engineering drawings and reports. Software documentation may include plans to meet requirements for tests or facility, source code and instructions for use. The Contractor shall review and/or recommend modifications to engineering designs submitted by Contractor staff for technical adequacy and to ensure safety requirements are satisfied. The Contractor shall not implement any design change unless authorized by a test plan.

With the concurrence of the COR, the Contractor shall value engineer, correct and document any design characteristics that are found to inhibit or make instrumentation, assembly or fabrication unnecessarily costly but that do not otherwise alter performance or system effectiveness. Documentation produced under this subsection shall be delivered on an as required basis, in accordance with CDRL A001.

**3.3 Fabrication/Installation.** The Contractor shall deliver general mechanical, aerospace and electronic fabrication products in support of test operations and WSL facility upgrades or modifications. The Contractor shall fabricate, modify, disassemble, repair, and reassemble aircraft and missile airframe and propulsion

systems, simulators, structural support assemblies, fixtures, replicas, representative aerospace structural test panels, special test equipment, electronic components and data acquisition systems. The Contractor shall build or modify special test support equipment, systems, and large-scale structures. The Contractor shall fabricate limited production runs of simulated aircraft structural assemblies. The Contractor shall fabricate/install components, subsystems and assemblies in support of WSL test facility and test/control system modifications/upgrades as required. Prior to the Contractor initiating work, an estimated cost for each Fabrication exceeding 100 hours shall be documented on the WSL Contractor Cost Estimate Form for Fabrication.

Typical fabrication requirements include but are not limited to machining, drilling, cutting, bending, sheet metal fabrication, composite/fiberglass lay-up, steel and aluminum burning, welding operations, mechanical assembly and modification of existing test article systems and test simulator assemblies or constructing new systems to achieve test simulation requirements. These typical tasks often require the use of milling machines, lathes, saws, drills, punches, presses, shears, oxygen acetylene torches and welders, electric arc, metal inert gas (MIG) and tungsten inert gas (TIG) welders.

**3.4 Test Article Preparation.** The Contractor shall perform qualification, acceptance and pre-test operational checks on test articles such as aerospace vehicles, propulsion systems, and instrumentation setup for technical adequacy prior to test conduction. The Contractor shall perform modifications to existing test article systems and structural test simulator assemblies or construct new systems to achieve test requirements. The Contractor shall perform modifications to or construct special test support equipment and systems. The Contractor shall perform machining, cutting, drilling, burning and welding operations on these systems.

**3.5 Controls, Instrumentation, & Data Acquisition.** The Contractor shall prepare control articles and equipment prior to, during, and following test events. The Contractor shall prepare instruments, test articles and test support equipment and capture and record data prior to, during and following test events. The Contractor shall photograph and record visual data prior to, during and following each test event. The Contractor shall develop test instrumentation and interfaces for test article specimen; test site and project test article preparations, setup, modifications and teardown. The Contractor shall design, fabricate, install, test, calibrate, modify, repair and operate control systems and electronic measurement systems for data acquisition and data reduction of project and test data utilizing the following typical equipment components:

Magnetic Tape Recorders	Visicorders
Digital data acquisition recorders	Relays
Oscillographs	Recorders
PAM AND PCM	Digital annotation devices
A-D Converters	Sequencers
Micro-Processors	Micro and Minicomputers
Video Systems	Signal conditioning amplifiers
35mm Film Cameras	Digital Cameras
High Speed Film Cameras	DVCAM Recorders
High Speed Video Systems	Digital annotation devices
Digital Video Recorders	Signal Converters
Programmable Logic Controllers	

Examples of typical test instrumentation and data acquisition requirements are:

Linear Motion Measurement	Strain
Ballistic Velocities	RPM
Vibration	Optical flash detection
Pressures	Range timing
Temperatures	Standard Video
Fluid Flow	Still Photographs
High Speed film	High Speed Video

The Contractor shall submit test data documentation at the completion of each test in accordance with CDRL A002.

**3.6 Test Execution.** The Contractor shall prepare and set up test specimen, equipment, fixtures, hardware and instrumentation at test sites prior to testing. The Contractor shall conduct preparation, pre-test inspection, operational checks and operation of fixed and rotary wing aircraft, aerospace vehicles and missile systems; turbojet, turbofan, turboshaft, and reciprocating engines. Testing typically involves the utilization of data acquisition, data reduction and control systems; high speed and standard speed video systems; transducers and thermocouples; jet fuel and hydraulic pumps, fuel tanks, hydraulic reservoirs, shock struts, actuators, valves and related pumping and fittings. Typical test support equipment includes but is not limited to:

High velocity airflow system	Fuel temperature conditioning system
Portable airflow system	Oil/water separator system
65,000 lb. straddle crane	CO2 fire extinguishing system
Light water fire extinguishing system	Air Start Units

Following completion of testing the Contractor shall remove test articles, fixtures, components, instrumentation and equipment from the test site; prepare items for proper storage; and return items to appropriate storage location within the WSL.

**3.7 Logistics.** The Contractor shall provide the following logistic support.

**3.7.1 Property Inventories and Logs** The Contractor shall maintain and update the following inventories within a week of any change to them.

- a. WSL Test Asset Inventory (including Government hand tools & Equipment)
- b. Weapons Division Property System (WDPS) Inventory
- c. WSL Metal Inventory
- d. Materials Safety Data Sheets Log
- e. WSL Library Listing of aerospace technical publications, product directories/catalogs and weapons systems maintenance logs
- f. WSL Test Photo Library

**3.7.1.1** The Government will provide access to the WDPS and:

- a. The WSL test asset inventory list of Government owned hand tools and equipment.
- b. The WSL library listing consisting of aerospace technical publications, product directories/catalogs and weapon systems maintenance logs.
- c. The equipment inventory listing of WSL owned Weapons Division Property System (WDPS) items.
- d. The inventory of Government owned hand tools and equipment.
- e. The Contractor shall update and revise WSL Inventory Control Management System inventories including:

WSL Test Asset Inventory  
Weapons Division Property Inventory (WDPS)  
WSL Metal Inventory  
Materials Safety Data Sheets Log

Updates produced under this subsection shall be delivered within 5 work days of each change, in accordance with CDRL A003.

**3.7.2 Shipping and Receiving.** The Contractor shall remove material from storage and prepare for shipment according to Federal shipping guidelines and private carrier guidelines. The Contractor shall transport ready-to-ship materials to Government Shipping and Receiving dock. The Contractor shall verify incoming shipments of materials and merchandise against receiving documents, noting and reporting discrepancies and obvious damage, mark/identify

material as appropriate, document storage location, and record date of receipt. The Contractor shall route materials to prescribed shops, test sites or WSL storage locations. The Contractor shall store, stack or palletize materials in accordance with prescribed storage and safety methods. The Contractor shall pick up incoming shipments of materials and merchandise. All shipping and receiving documents shall be submitted to the Government within one work day of shipping/receiving verification in accordance with CDRL A004.

**3.7.3 Market Research.** The Contractor shall perform market research and make recommendations regarding supplies and equipment best suited to meet program or facility requirements.

**3.7.4 Technical Materials and Equipment.** The Contractor shall procure all materials, supplies, or minor equipment required for Contractor performance, ensuring that the quality and availability of the materials and equipment procured are adequate to support timely testing. Typical examples of such procurements are structural steel, steel plate, aluminum extrusions, tooling, test support equipment or minor equipment such as electric or pneumatic tools. Ownership of any such materials or equipment procured will remain with the Government.

**3.7.5 Tools.** The Contractor shall establish a required tool listing (i.e. tools of the trade) for each labor position. Employee tool kits shall contain such items as socket sets, wrenches, pliers, screwdrivers, hammers, flashlight, awls, scribes, tape measures, allen wrenches, wire cutters, or soldering irons, and any other common tools required. The contractor generated tool listing shall be updated as changes occur, in accordance with CDRL A005. The Contractor shall either provide at no cost to the Government or ensure that employees acquire and have available for use at the worksite, a complete tool kit. The Government will make available on a shared access basis unique air and electric power tools and hand tools larger than those typically included in the employee tool kit.

**3.8 WSL Maintenance.** The Contractor shall perform regular inspections and preventative maintenance on test facility and equipment in accordance with the WSL Preventive Maintenance Plan (PMP). The Contractor shall document all inspection and maintenance activities in accordance with the PMP and CDRL A006. The Contractor shall be responsible for ensuring that the list of equipment and the maintenance procedures in the PMP are kept up to date and accurate. The Contractor shall process any major changes to the PMP in accordance to the procedures listed in the PMP and CDRL A006.

**3.9 General Technical Services.**

**3.9.1 Reporting** The Contractor shall perform the following reporting requirements in accordance with the CDRL list incorporated into this contract in Section J as Exhibit A.

**3.9.1.1 Weekly Progress Report.** The Contractor shall report project and facility program progress orally during weekly status meetings.

**3.9.1.2 Labor Hour and Cost Reports.** The Contractor shall submit a weekly report listing man-hours performed on each test plan by labor category, employee name and WSL project number, total dollars charged and balance of dollars and hours to the COR, in accordance with CDRL A007. This report must be reviewed for the Government's written concurrence prior to delivery.

**3.9.1.3 Material Cost Reports.** The Contractor shall submit a monthly accounting of all material charges incurred during the prior month. The report will include detailed costs for authorized purchases of equipment, materials, supplies, and other direct costs (ODC's). Cost details will include the WSL project number, a description of the item(s), quantity, dollar amount, and copies of applicable invoices, bill of materials or itemized supplier invoices, or other billing materials such as lease agreement invoices to the COR, in accordance with CDRL A008.

**3.9.1.4 Workforce Change Reports.** At contract effective date, the Contractor shall provide a list of personnel by labor classification to the COR. As changes in the workforce occur the Contractor shall update the report within 24 hours of a new employee reporting to work. Workforce Change Reports, which document loss of personnel, shall contain a plan for work coverage while the position is being filled. This report shall be prepared and delivered in accordance with CDRL A009.

**3.9.1.5 Safety Reports.** The Contractor shall document in writing any accidents in compliance with PWS subsection 3.9.3.1 herein and CDRL A00A.

**3.9.1.6 Post Test Review Reports.** The Contractor shall document testing in full, from requirements and budget development, through test execution, data collection, test site clean up, status of equipment and storage, and any outstanding test issues in accordance with 3.9.3.1 herein and CDRL A00B.

**3.9.1.7 Quarterly Review Reports.** The Contractor shall document work accomplished each quarter for quarterly reviews, in compliance with PWS subsection 3.9.3.1 herein and CDRL A00C.

**3.9.2 Security** The Contractor shall acquire personnel security clearances up to and including TOP SECRET level for all key personnel and Confidential for all other employees who handle documentation and hardware. The Government will provide secure storage facilities for classified Government hardware and documents.

**3.9.3 Safety.** The Contractor shall comply with all Federal, State and Local safety regulations in accordance with the following regulations and guidance at OPNAVINST 5100.23G, Navy Occupational Safety and Health Program Manual; NAWS CL Instruction 5100.2, Occupational Safety and Health Manual; PART 1910-OCCUPATIONAL SAFETY AND HEALTH STANDARDS, Title 29: Chapter XVII, Code of Federal Regulations, Labor (29 CFR 1910); NAWSCL Instruction 5100.3, Hazard Communication (HAZCOM) Program; OPNAVINST 3500.3, Operational Risk Management; Management of Civil Engineering Equipment, P300; and Management of Weight Handling Equipment, P307. The Contractor shall provide all personnel safety training and certification as required by safety instructions and regulations.

**3.9.3.1 Contractor Safety Plan.** The Contractor shall develop and maintain a Safety Program that minimizes risk and ensures safety of personnel and equipment in accordance with CDRL A00D. At contract award, the Contractor shall provide to the COR the name of a single Point of Contact for all Contractor safety issues. The point of contact shall coordinate with the Naval Air Weapons Station (NAWS) Safety Department and WSL Government Safety Representative on safety related activities in accordance with OSHA, CAL OSHA regulations, and NAWCWPNINST 5100.2, Navy Occupational Safety and Health Manual. Any conflict between these directives shall be resolved by initiating the most stringent requirement.

The Contractor shall immediately notify the COR/TA of any accident. The Contractor shall support the investigation of and reporting on any accident. As required by OPNAVINST 5102.1C, Mishap Investigation and Reporting or other directive(s), the Contractor shall submit inputs, draft(s), or a final Accident Investigation Report to Naval Air Weapons Station (NAWS) Safety Department's Commanding Officer.

**3.9.3.2 Expendable Safety Materials.** The Contractor shall be responsible for providing expendable safety materials such as respirators and filters, disposable earplugs and disposable eye protection to personnel as needed. All expendable safety materials utilized in performance of the contract shall be reimbursable under the contract. Purchase of expendable safety materials requires COR approval prior to purchase.

**3.9.3.3 Safety Gear.** Contractor shall provide safety gear required to accomplish tasking per local, state and Federal regulations OPNAVINST 5100.23F Navy Occupational Safety and Health Manual; NAWSINST 5100.2, Occupational Safety and Health Manual; dated 14 May 1997 and documents listed in section 2.0 of this contract PWS.

**3.9.3.4 Personal Safety Gear.** The Contractor shall ensure that all personnel come to work with all of the personal safety gear required to perform the contract. Providing gear such as prescription safety eye wear; protective clothing, and safety shoes is the employee’s responsibility. The costs of this gear shall not be charged to the Government.

**3.9.4 Travel.** Travel to other Government agencies and commercial facilities may be required in performance of this contract. Only travel approved in writing by the COR or the TA prior to the trip is reimbursable under this contract. Travel requests forwarded to the Government for approval must include a breakout of the travel costs and a list of travelers and travel days.

**4.0 PLACE OF PERFORMANCE.** Work will be performed primarily at the WSL, NAWCWD, China Lake, California. Other potential sites include NAWCWD, Point Mugu, California and Wright Patterson Air Force Base, Dayton, Ohio.

**5.0 WSL FACILITIES AND EQUIPMENT.** The following WSL Government facilities and the equipment in them are jointly utilized and are not provided for the exclusive use of the Contractor but are available on site to support the performance of the requirements under this contract PWS.

**5.1 Facilities.**

Building	Function
31175	Office space

(Note: The Government will provide office furniture and telephone systems for up to 8 contractor personnel positions. The Contractor is required to provide computer equipment and internet access for these positions. The Contract shall be responsible for obtaining access to the Navy and Marine Corp Intranet (NMCI) if required.)

31151	Assembly/Fabrication facility
31192	Machine shop
31196	Storage building
31197	Jet engine/Fabrication shop
31198	Paint booth/Coating facility
31150	Assembly building
31167	Test Control Building (Fire Control)
31162	Test Control Building (K-2 Fire Control)
31211	Fuel Farm Pump House

**5.2 Equipment**

**5.2.1 Fabrication Equipment.** Fully equipped shops consisting of equipment such as saws, mills, shears, hydraulic break press, lathes, drill presses, gas, and arc welding equipment, heat treat oven, hydraulic press, and grinders are available at the WSL for use in the performance of this contract PWS.

**5.2.2 Special Test Equipment.** The following test equipment and facilities are available at the WSL for the use in the performance of this contract PWS.

- High Velocity Airflow System
- Portable Airflow System
- Light Water Fire Extinguishing System
- CO2 Fire Extinguishing System
- Fuel Temperature Conditioning System
- Oil/Water Separator System
- Aviation Support Equipment

**5.2.3 Communication Equipment.** Base and mobile radio, public address communications equipment are available for use at the WSL for daily communications related to the performance of this contract.

**5.2.4 Data Acquisition Equipment.** WSL test control facilities are equipped with necessary electronics to support the contract requirements. The following representative types of equipment are available for use in the performance of this contract PWS.

- Tape Recorders -- Video, Data
- Video cameras (High Speed and Normal Speed)
- Motion Picture Film Cameras (High Speed)
- Signal Conditioning Amps
- Oscilloscopes
- X-Y Plotters
- Strip Charts
- Power Supplies
- Digital Volt Meters
- Transducers
- Mini-Computers, Personal Computers (PC's)

**5.2.5 Computer Equipment.** The Government will provide access to computer hardware and software for incorporation into closed loop test facilities equipment.

**5.3 Government Transportation.** The vehicles listed below are available for the Contractor's use in the performance of this contract PWS. The cost of maintenance, servicing, lubricants, and fuel for these vehicles is required to operate the vehicles in performance of this contract is reimbursable under the contract.

- Two ( 2) Jeep CJ-5s
- Three (3) Ford Ranger Trucks
- Six (6) Ford F150 Trucks
- Four (4) Ford F250 Trucks
- One (1) Ford F350 Truck
- One (1) Ford E150 Van
- Eight (8) Kawasaki Mules

**Government Special Handling Equipment.** The following Special Handling Equipment is available for use in the performance of this contract PWS. The Government will provide maintenance, servicing, lubricants and fuel. Contractor personnel shall obtain necessary training and licenscs necessary to

meet NAWS, OSHA and WSL requirements as listed in Section 2.0 of this contract PWS prior to operating Special Handling Equipment such as:

- One (1) Five-ton Stake Truck
- One (1) 20,000 lb. All Terrain Pettibone Cary-Lift Forklift
- One (1) 26,400 lb. Rough Terrain Manitou Telescopic Handler Forklift
- Two (2) GEHL Extend-a-lifts (10,000lb and 12,000lb)
- 65,000 lb. DROTT Straddle Crane
- Seven (7) Aircraft Tow Tractors
- Two (2) Scissor Lifts (30ft and 40ft)
- Five (5) Portable Welders

## Section D - Packaging and Marking

## CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

## CLAUSES INCORPORATED BY FULL TEXT

**5252.247-9509 PRESERVATION, PACKAGING, PACKING AND MARKING (NAVAIR)(JUL 1998)**

(a) Preservation, packaging and packing shall conform to prevailing industry standards for the type of commodity purchased under this contract.

(b) All packages will be clearly marked with applicable contract number/delivery order number, and will contain appropriate packing slip. All deliveries will be marked for and/or consigned in accordance with standard commercial practices.

(c) In the event of any discrepancy in material shipped (overage, technical rejection, damage), the contractor shall, immediately upon request of the Contracting Officer, furnish disposition instructions. Normally, such disposition instruction shall be a properly completed Commercial Bill of Lading, which includes, but is not limited to, the mode of shipment, routing, special handling, and so forth.

(d) If the contractor is required to install equipment upon delivery, then the contractor shall inform the Government of the date of shipment from the contractor's facilities and the anticipated date of arrival at the site. This report shall be made no later than the actual date that the shipment is made from the contractor's facilities. The report may be made by facsimile or e-mail, to the point of contact listed in Section G. All transportation, rigging, drayage, packing, unpacking, and handling necessary to accomplish the installation shall be the responsibility of the contractor.

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

CLAUSES INCORPORATED BY REFERENCE

52.246-5                      Inspection Of Services Cost-Reimbursement                      APR 1984

CLAUSES INCORPORATED BY FULL TEXT

**ADDENDUM TO 5252.246-9512**

**Acceptance by the Government utilizing a DD250 is required at the completion of each fabrication exceeding 100 hours and the completion of each test plan.**

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

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

(b) Acceptance of all Contract Line Items/Sub Line Items (CLINs/SLINs) shall be made by signature of the accepting authority on a DD 250 submitted through the WAWF system. Acceptance will only occur when the accepting authority is sure that inspections performed demonstrate compliance with contract requirements.

**5252.246-9529 SURVEILLANCE OF SERVICES AND TIME RECORDS (NAVAIR) (JUL 1998)**

(a) The official(s) designated in paragraph (b) shall be responsible for appropriate surveillance of all services to be performed under this contract. In so doing, such official(s) shall (1) review the accuracy and approve or disapprove the contractor's time and attendance records of all workers assigned under the contract, and (2) make frequent periodic visits to the work site to check on the presence of workers whose time is charged thereto.

(b) Name: (b)(6)

Activity: Naval Air Warfare Center Weapons Division

Address: Weapons Survivability Laboratory

Phone: (b)(6)

(c) When performance is at a Government site, the contractor's representative shall contact the Government representative named above upon arrival and departure from the work site. If access to a security area is required, the designated Government representative will provide continuous escort service for the contractor's representative.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-OCT-2009 TO 30-SEP-2012	1 LOT	COMMANDER, NAWCWD (b)(6)  (CODE 418000D) 1 ADMINISTRATION CIRCLE CHINA LAKE CA 93555-6100 (b)(6) FOB: Destination	N60530
000101	POP 01-OCT-2009 TO 30-SEP-2015	1 LOT	SAME AS ABOVE FOB: Destination	
0002	POP 01-OCT-2009 TO 30-SEP-2012	1 LOT	SAME AS ABOVE FOB: Destination	
0003	POP 01-OCT-2012 TO 30-SEP-2014	1 LOT	SAME AS ABOVE FOB: Destination	
0004	POP 01-OCT-2012 TO 30-SEP-2014	1 LOT	SAME AS ABOVE FOB: Destination	
0005	IAW F-TXT-01	1 LOT	SAME AS ABOVE 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

## CLAUSES INCORPORATED BY FULL TEXT

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

(a) The contract shall commence on 1 October 2009 and shall continue for 3 years for the basic contract period. However, the period of performance may be extended in accordance with the option provisions contained herein.

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

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

Technical Data and Information shall be delivered in accordance with the requirements of the Contract Data Requirements List, DD Form 1423, 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) COR, Code 418300D

(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: Codes 418300D and 210000D

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

(1) The period of performance for CLIN(s) 0003 & 0004 is two (2) years beginning 1 October 2012 and ending 30 September 2014. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-9.

(2) The period of performance for CLIN(s) 0005 is concurrent with CLIN 0001 or CLIN 0003 beginning when exercised and ending concurrent with CLIN 0001 or CLIN 0003. The above period of performance shall apply only if the Government exercises the option as stated in Section B in accordance with the clause 52.217-6.

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

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

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 97X4930 NH2C 252 77777 0 050120 2F 000000  
COST CODE: A00000288220  
AMOUNT: \$6,276,194.00  
CIN 130011924100002: \$6,276,194.00

## CLAUSES INCORPORATED BY FULL TEXT

**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.

## CLAUSES INCORPORATED BY FULL TEXT

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

- (a) The Contracting Officer has designated:

NAME: (b)(6) , Code 418300D  
ADDRESS: COMMANDER  
Code 418300D, (b)(6)  
1 Administration Circle Mail Stop 1113  
China Lake, CA 93555-6100  
PHONE: (b)(6)

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

- (b) The duties of the COR are limited to the following: The COR is responsible for monitoring the performance and progress, as well as overall technical management of the contract 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.

## CLAUSES INCORPORATED BY FULL TEXT

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

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

**CONTRACT COORDINATOR:**

NAME: Renard Johnson

PHONE (BUS): (915) 772-4975

PHONE (AFTER HOURS): N/A**ALTERNATE:**NAME: N/APHONE (BUS): N/APHONE (AFTER HOURS): N/A

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9502 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME- AND-MATERIAL, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (NAVAIR)(OCT 2005)**

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

(b) The Contractor shall submit invoices and any necessary supporting documentation in Wide Area Workflow as specified in 5252.232-9513, in an original and [  1  ] copies, to the [Contracting Officer's Representative] at the following address: [Weapons Survivability Laboratory, China Lake, CA] unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [the contract specialist, Code 254100D and the address in G-TXT-13]. Following verification, the [contract auditor, unless direct submission is authorized,] will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim

payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than [ 60 ] calendar days between performance and submission of an interim payment invoice.

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

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

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

is required with each invoice submittal.

is required only with the final invoice.

is not required.

(f) A Certificate of Performance

shall be provided with each invoice submittal.

is not required

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

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

#### CLAUSES INCORPORATED BY FULL TEXT

##### **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.

#### CLAUSES INCORPORATED BY FULL TEXT

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

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than [bi-weekly] based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee as the [net direct labor hours expended during the installment period is to direct labor hours specified in the clause entitled "Level of Effort"]. Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment", and 52.216-8, "Fixed Fee".

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed.

The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

- (c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.
- (d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (MAR 2009) ALT I (MAR 2009)**

(a) The following information is provided to assist the contractor in submitting invoices and receiving reports electronically through Wide Area Work Flow -- Receipt and Acceptance (WAWF) in accordance with DFARS 252.232-7003:

(1) Registration instructions, on-line training, user guides, quick reference guides, and other support documents and information can be found at the following website: WAWF Overview.

(2) Vendors should contact the following POCs for additional support with registration or other WAWF issues, based on the administration of their contract:

(i) DCMA-administered contracts: contact the ACO at the cognizant Defense Contract Management Agency (DCMA) office found in the contract.

(ii) Locally-administered contracts: Contact your local NAVAIR/NAWC Pay Office (Commercial Accounts) at 760-939-0797 (contracts \$100K or greater) or 805-989-3969 (less than \$100K) or DFAS via the numbers listed at www.dfas.mil.

(3) Information on the electronic forms the contractor shall utilize to comply with DFARS 252.232-7003 is available on the WAWF Technical Information and WAWF Training websites.

(4) 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 DODAACs, must be entered for completion of the invoice in WAWF:

DoDAAC LOCATION TABLE					
Invoice Type:	--Select Combo for Fixed Price Supplies and Services.				
	--Select Cost Voucher for all Cost or T&M contracts or CLINs.				
--The 2-in-1 invoice is not authorized for use by NAVAIR.					
--Questions? Call 1-866-618-5988					
DoDAAC Description	Located in Block				
	DD1155 (Destination Acceptance)	DD1155 (Source/ Origin Acceptance)	SF26	SF33	SF1449
Issuing Office DoDAAC	6	6	5	7	9
Administrating Office DoDAAC	7	7	6	24	16
Inspector's DoDAAC	See Schedule	See Schedule	See Schedule	See Schedule	See Schedule
Service Acceptor DoDAAC	6	6	5	7	9
Pay Office DoDAAC	15	15	12	25	18a

(c) Cost Vouchers also require the cognizant **DCAA DoDAAC, which can be found by entering the contractor's zip code in the Audit Office Locator at <http://www.dcaa.mil>**. 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
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Tara Agee (b)(6)	<a href="mailto:tara.agee@navy.mil">tara.agee@navy.mil</a> (b)(6)	(760) 939-2459 (b)(6)	Contract Specialist COR
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## CLAUSES INCORPORATED BY FULL TEXT

**5252.232-9516 ALLOTMENT OF FUNDS - INCREMENTALLY FUNDED COST-REIMBURSEMENT CONTRACT OTHER THAN COST-SHARING CONTRACT (NAVAIR)(JUL 1985) - ALT I (OCT 2005)**

For the purposes of paragraph (b) of the "Limitation of Funds" clause of this contract-

(a) The amount available for payment and allotted to this incrementally funded contract is:

Funded Cost	\$	(b)(4)
Funded Fee	\$	
<b>TOTAL FUNDS</b>	<b>\$</b>	<b>6,276,194.00</b>

(b) This contract is incrementally funded and the amount currently available for payment is limited to \$[the amount specified in paragraph (a)] which includes a fixed fee amount of \$[the amount specified in paragraph (a)]. Subject to the provisions of the clause entitled "Limitation of Funds" (FAR 52.232-22) of the General Provisions of the Contract, no legal liability on the part of the Government for payment in excess of the revised total shall arise unless additional funds are made available and incorporated in a contract modification.

(c) the items covered by such amount are Item(s) [0001 & 0002]; and

(d) the period of performance for which it is estimated the allotted amount will cover is 1 October 2009 – 30 September 2010.

**5252.242-9511 CONTRACT ADMINISTRATION DATA (NAVAIR)(MAR 2008)**

(a) Contract Administration Office.

(1) Contract administration functions (see FAR 42.302 and DFARS 242.302) are assigned to:

See the ADMINISTERED BY Block on the face page of the contract or modification.

(2) Contract administration functions withheld (see FAR 42.202) are: (3), (4), (6), (15), (26), (28), (29), (30), (31), (38) – (40), (44) – (47), (51), (58), (67), and (70) or as delineated by Procuring Contracting Officer (PCO) correspondence.

(b) Inquiries regarding payment should be referred to: MyInvoice at <https://myinvoice.csd.disa.mil//index.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-03 CONTRACTOR ACCESS TO NAVAL AIR WARFARE CENTER WEAPONS DIVISION CHINA LAKE**

Effective 01 October 2006, Contractors requiring access to the Naval Air Warfare Center Weapons Division China Lake will be required to include a DHS Form I-9 "Employment Eligibility Verification" with their badge

request form. The Government will not be responsible for work delays or work stoppages due to failure to comply with these access requirements. Questions should be directed to (b)(6) at (b)(6).

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

A courtesy copy of each invoice/voucher processed for payment will be sent to:  
COMMANDER  
CODE J26000D  
NAVAIRWARCENWPNDIV  
1 ADMINISTRATION CIRCLE  
CHINA LAKE CA 93555-6100

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

**5252.209-9510 ORGANIZATIONAL CONFLICTS OF INTEREST (NAVAIR) (SERVICES)(MAR 2007)**

(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 [the Statement of Work (SOW) in Section C]. ["The contract"] will specify to which suppliers and/or equipment subparagraph (f) restrictions apply.

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

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

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

- (1) "System" includes system, major component, subassembly or subsystem, project, or item.
- (2) "Nondevelopmental items" 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) as defined in FAR 2.101.
- (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 [insert the period of prohibition] 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 [insert the period of prohibition] 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 more than one contractor has been 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 [insert the period of prohibition] after the terms of this contract. (FAR 9.505-2(b)(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)

(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 [insert the period of prohibition] 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.

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

##### **5252.223-9501 MATERIAL SAFETY DATA SHEET (MSDS) (NAVAIR) (APR 2009)**

(a) The contractor shall forward an electronic copy of the Material Safety Data Sheet (MSDS) required under FAR Clause 52.223-3, "Hazardous Material Identification and Material Safety Data", to [Mar-navyhmirs@med.navy.mil](mailto:Mar-navyhmirs@med.navy.mil) and the Naval Inventory Control Point (NICP) at [wraps.prime.fct@navy.mil](mailto:wraps.prime.fct@navy.mil).

(b) One copy of the MSDS shall be enclosed with the shipping documents. If the shipment is received without an attached copy of the MSDS, the Government has the right to refuse receipt.

**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 (ITAR), or the Department of Commerce for items controlled by the Export Administration Regulations (EAR), may constitute a violation of law.

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

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

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

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

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

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

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

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

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

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

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

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

(b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per

Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) The term "material" includes supplies, materials, parts, equipment, hardware and Information Technology (IT) resources including equipment, services and software. This is a service contract and the procurement of material of any kind that are not incidental to and necessary for contract performance may be determined to be unallowable costs pursuant to FAR Part 31. No materials may be acquired under the contract without the prior written authorization of the Contracting Officer's Representative (COR). IT resources may not be procured under the material line item of this contract unless the approvals required by Department of Defense purchasing procedures have been obtained. Any material provided by the contractor is subject to the requirements of the Federal Acquisition Regulation (FAR), the Defense Federal Acquisition Regulation Supplement (DFARS), and applicable Department of the Navy regulations and instructions.

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

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

**5252.242-9516 PROGRESS AND STATUS REPORT, LEVEL OF EFFORT CONTRACTS (NAVAIR) (OCT 2005)**

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

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

- (i) Description of progress made during the reporting period, including problem areas encountered, and recommendations.
  - (ii) Results obtained relating to previously identified problem areas.
  - (iii) Deliverables completed and delivered.
  - (iv) Extent of subcontracting and results achieved.
  - (v) Extent of travel, including identification of individuals performing the travel, the labor categories of such individuals, the total number of travelers, the period of travel by labor category, and the results of such travel.
  - (vi) Labor hours expended for the period and cumulatively broken out to identify labor categories and specific individuals \* utilized and the amount of labor hours expended by each.
  - (vii) Labor hours, by labor category and cumulatively, anticipated to be required for completion of the contract.
  - (viii) Materials and other direct cost items expended in performance of the contract during the reporting period.
  - (ix) Problem areas and recommendations involving impact on technical, cost and scheduling requirements.
  - (x) The same information as specified in (i) through (ix) above is required for subcontractor performance on the contract.
- (b) Each report shall address each element of paragraph (2) above. Where the element is not applicable, the report shall so state.
  - (c) Each period of performance and associated labor hours of the contract shall stand alone. Accordingly, when a new period begins (i.e., 1st option year, 2nd option year) the labor, travel, and material shall be reported per performance period.
  - (d) Distribution of the report shall, as a minimum, be one (1) copy to [the Contract Specialist listed in Block 7 of the SF 33], and one (1) copy to the Contracting Officer's Representative (COR). Additional requirements may be established in a DD Form 1423, Contract Data Requirements List.
  - (e) COR will insure this report and copies of the invoice are retained.

**5252.242- 9518 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEM  
(CPARS)(NAVAIR) (FEB 2009)**

(a) The Contractor Performance Assessment Reporting System (CPARS) has been established to collect past performance information on defense contractors as required by FAR 42.1502 (DoD Deviation 99-O0002). The frequency and type of CPARS reports (initial, intermediate, final, out-of-cycle, and addendum ) shall be as required in the DoD CPARS Policy Guide that is available at: <http://www.cpars.csd.disa.mil/cparsmain.htm>

(b) For orders placed against contracts and agreements the contractor's performance shall be assessed on an order-by-order basis [ ] or total contract/agreement basis [ ] (contract specialist is to check one) .

**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:

DIANE FOUCHER  
429 E. BOWEN RD., MAILSTOP 4015  
CHINA LAKE, CA 93555  
PHONE: (760) 939-8160  
DIANE.FOUCHER@NAVY.MIL

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	SEP 2007
52.203-13	Contractor Code of Business Ethics and Conduct	DEC 2008
52.203-14	Display of Hotline Poster(s)	DEC 2007
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	APR 2008
52.204-9	Personal Identity Verification of Contractor Personnel	SEP 2007
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21 Alt II	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 1997) - Alternate II	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-6	Notice Of Total Small Business Set-Aside	JUN 2003
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-14	Limitations On Subcontracting	DEC 1996
52.219-28	Post-Award Small Business Program Rerepresentation	JUN 2007
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-41	Service Contract Act Of 1965	NOV 2007

52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	NOV 2006
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	AUG 2003
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	AUG 2000
52.223-12	Refrigeration Equipment and Air Conditioners	MAY 1995
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.223-16	IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products	DEC 2007
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-10	Filing Of Patent Applications--Classified Subject Matter	DEC 2007
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52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.251-1	Government Supply Sources	APR 1984
52.251-2	Interagency Fleet Management System (IFMS) Vehicles And Related Services	JAN 1991
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252.203-7000	Requirements Relating to Compensation of Former DoD Officials	JAN 2009

252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense- Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009
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	SEP 2007
252.204-7008	Requirements for Contracts Involving Export-Controlled Items	JUL 2008
252.204-7009	Requirements Regarding Potential Access to Export- Controlled Items	JUL 2008
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
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry	NOV 2008
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7002	Safety Precautions For Ammunition And Explosives	MAY 1994
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7012	Preference For Certain Domestic Commodities	DEC 2008
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252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government- Furnished Information Marked with Restrictive Legends	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
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	MAR 2008
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2009
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

#### **52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

- (a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall--

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### **52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)**

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to date of modification. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days prior to the end of the period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years (months)(years).

#### **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 zero 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.

**52.222-39 NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)**

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

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) Except as provided in paragraph (e) of this clause, during the term of this contract, the Contractor shall post a notice, in the form of a poster, informing employees of their rights concerning union membership and payment of union dues and fees, in conspicuous places in and about all its plants and offices, including all places where notices to employees are customarily posted. The notice shall include the following information (except that the information pertaining to National Labor Relations Board shall not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)).

Under Federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment.

If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, you may wish to contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address or toll free number:

National Labor Relations Board  
 Division of Information  
 1099 14th Street, N.W.  
 Washington, DC 20570  
 1-866-667-6572  
 1-866-316-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at <http://www.nlr.gov>.

(c) The Contractor shall comply with all provisions of Executive Order 13201 of February 17, 2001, and related implementing regulations at 29 CFR part 470, and orders of the Secretary of Labor.

(d) In the event that the Contractor does not comply with any of the requirements set forth in paragraphs (b), (c), or (g), the Secretary may direct that this contract be cancelled, terminated, or suspended in whole or in part, and declare the Contractor ineligible for further Government contracts in accordance with procedures at 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 470, which implements Executive Order 13201, or as are otherwise provided by law.

(e) The requirement to post the employee notice in paragraph (b) does not apply to--

(1) Contractors and subcontractors that employ fewer than 15 persons;

(2) Contractor establishments or construction work sites where no union has been formally recognized by the Contractor or certified as the exclusive bargaining representative of the Contractor's employees;

(3) Contractor establishments or construction work sites located in a jurisdiction named in the definition of the United States in which the law of that jurisdiction forbids enforcement of union-security agreements;

(4) Contractor facilities where upon the written request of the Contractor, the Department of Labor Deputy Assistant Secretary for Labor-Management Programs has waived the posting requirements with respect to any of the Contractor's facilities if the Deputy Assistant Secretary finds that the Contractor has demonstrated that--

(i) The facility is in all respects separate and distinct from activities of the Contractor related to the performance of a contract; and

(ii) Such a waiver will not interfere with or impede the effectuation of the Executive order; or

(5) Work outside the United States that does not involve the recruitment or employment of workers within the United States.

(f) The Department of Labor publishes the official employee notice in two variations; one for contractors covered by the Railway Labor Act and a second for all other contractors. The Contractor shall--

(1) Obtain the required employee notice poster from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW, Room N-5605, Washington, DC 20210, or from any field office of the Department's Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Download a copy of the poster from the Office of Labor-Management Standards website at <http://www.olms.dol.gov>; or

(3) Reproduce and use exact duplicate copies of the Department of Labor's official poster.

(g) The Contractor shall include the substance of this clause in every subcontract or purchase order that exceeds the simplified acquisition threshold, entered into in connection with this contract, unless exempted by the Department of Labor Deputy Assistant Secretary for Labor-Management Programs on account of special circumstances in the national interest under authority of 29 CFR 470.3(c). For indefinite quantity subcontracts, the Contractor shall include the substance of this clause if the value of orders in any calendar year of the subcontract is expected to exceed the simplified acquisition threshold. Pursuant to 29 CFR part 470, Subpart B--Compliance Evaluations, Complaint Investigations and Enforcement Procedures, the Secretary of Labor may direct the Contractor to take such action in the enforcement of these regulations, including the imposition of sanctions for noncompliance with respect to any such subcontract or purchase order. If the Contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

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

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

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

Solicitation Service Employee Class	Monetary Wage-Fringe Benefits
General Fabrication Tech II	\$21.28
General Fabrication Tech III	\$26.34
General Fabrication Tech IV	\$35.35
Engineering Tech V	\$38.99
Aircraft Tech II	\$21.28

Aircraft Tech III	\$26.34
Aircraft Tech IV	\$35.35
Instrumentation Tech II	\$21.28
Instrumentation Tech III	\$26.34
Instrumentation Tech IV	\$35.35
Photographer II	\$19.01
Photographer III	\$26.34
Photographer IV	\$40.25
Test Lead	\$51.26
Warehouse Specialist	\$15.02
Logistics Technician	\$26.34
Inventory Specialist	\$22.64
Maintenance Trades Helper	\$13.81
Mechanical Tech III	\$26.34
Mechanical Tech IV	\$35.35
Laborer	\$13.36

**52.244-2 SUBCONTRACTS (JUN 2007) – ALT I (JUN 2007)**

(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) 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 (c) or (d) of this clause.

(c) 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.

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

(e)(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 (b), (c), or (d) of this clause, including the following information:

- (i) A description of the supplies or services to be subcontracted.
- (ii) Identification of the type of subcontract to be used.
- (iii) Identification of the proposed subcontractor.
- (iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

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

(f) 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.

(g) 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).

(h) 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.

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

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

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#### **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.

**252.223-7001 HAZARD WARNING LABELS (DEC 1991)**

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")      ACT

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(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

**252.223-7007 SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES (SEP 1999)**

(a) Definition.

Arms, ammunition, and explosives (AA&E)," as used in this clause, means those items within the scope (chapter 1. paragraph B) of DoD 5100.76-M, Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives.

(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NATIONAL	SENSITIVITY/	
NOMENCLATURE	STOCK NUMBER	CATEGORY

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(c) The Contractor shall comply with the requirements of DoD 5100.76-M, as specified in the statement of work. The edition of DoD 5100.76-M in effect on the date of issuance of the solicitation for this contract shall apply.

(d) The contractor shall allow representatives of the Defense Security Service (DSS), and representatives of other appropriate offices of the Government, access at all reasonable times into its facilities and those of its subcontractors, for the purpose of performing surveys, inspections, and investigations necessary to review compliance with the physical security standards applicable to this contract.

- (e) The Contractor shall notify the cognizant DSS field office of any subcontract involving AA&E within 10 days after award of the subcontract.
- (f) The Contractor shall ensure that the requirements of this clause are included in all subcontracts, at every tier --
- (1) For the development, production, manufacture, or purchase of AA&E; or
  - (2) When AA&E will be provided to the subcontractor as Government-furnished property.
- (g) Nothing in this clause shall relieve the Contractor of its responsibility for complying with applicable Federal, state, and local laws, ordinances, codes, and regulations (including requirements for obtaining licenses and permits) in connection with the performance of this contract.

#### **252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)**

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

- (c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--
- (1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation; and
  - (2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.
- (d) The certification requirement in paragraph (b) of this clause does not apply to---
- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
  - (2) Final adjustment under an incentive provision of the contract.

#### **5252.204-9504 DISCLOSURE OF CONTRACT INFORMATION (NAVAIR) (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.

#### **LIST OF DOCUMENTS, EXHIBITS**

## Exhibit/Attachment Table of Contents

<b>DOCUMENT TYPE</b>	<b>DESCRIPTION</b>	<b>PAGES</b>	<b>DATE</b>
<b>Attachment 1</b>	<b>DD-254</b>	<b>3</b>	<b>09/15/09</b>
<b>Attachment 2</b>	<b>Wage Determination</b>	<b>10</b>	<b>03/23/09</b>
<b>Exhibit A</b>	<b>CDRLs</b>	<b>13</b>	<b>03/10/09</b>

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING	
<i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				a. FACILITY CLEARANCE REQUIRED	
				TOP SECRET	
				b. LEVEL OF SAFEGUARDING REQUIRED	
				NONE	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>		
a. PRIME CONTRACT NUMBER N68936-09-C-0137	X		a. ORIGINAL <i>(Complete date in all cases)</i>	Date (YYYYMMDD) 20090915	
b. SUBCONTRACT NUMBER			b. REVISED <i>(Supersedes all previous specs)</i>	Revision No.	Date (YYYYMMDD)
c. SOLICITATION OR OTHER NUMBER X N68936-09-R-0023	Due Date (YYYYMMDD)		c. FINAL <i>(Complete item 3 in all cases)</i>	Date (YYYYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If Yes, complete the following:</i>					
Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract					
5. IS THIS A FINAL DD FORM 284? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO <i>If Yes, complete the following:</i>					
In response to the contractor's request dated _____ retention of the identified classified material is authorized for the period of _____					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE Management and Engineering Technologies International, Inc. 8600 Boeing Dr. El Paso, TX 79925-1276		b. CAGE CODE 1LX23	c. COMEZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> Defense Security Services (DSS) (IOFSS) 1777 NE Loop 410, Ste 801 San Antonio, TX 78217		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COMEZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
8. ACTUAL PERFORMANCE					
a. LOCATION See Block 13		b. CAGE CODE	c. COMEZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
Support Research, Development, Test and Evaluation programs under the cognizance of the Weapons Survivability Laboratory (WSL), Naval Air Warfare Center Weapons Division (NAWCWD), China Lake, CA.					
TPOC: (b)(6) ; Code 418300D, (b)(6)					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMBINATIONS SECURITY (COMSEC) INFORMATION			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT DESIGNATED FACILITY OR A DESIGNATED OFFICE	YES
b. RESTRICTED DATA			X	b. MAKE CLASSIFIED INFORMATION AVAILABLE ONLY TO AUTHORIZED PERSONNEL	X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND MAINTAIN CLASSIFIED MATERIAL	X
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, REPRODUCE, OR REUSE CLASSIFIED INFORMATION	X
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY	X
(1) Executive Compartmented Information (ECI)			X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION COVERING THE U.S. PLANTO PROD. U.S. INFORMATION AND TECH. INFORMATION	X
(2) Non-ECI			X	g. BE AUTHORIZED TO USE THE SERVICES OF EMPLOYEES OF THE NATIONAL SECURITY AGENCY OR OTHER SECURITY INFORMATION CENTER	X
f. SPECIAL ACCESS INFORMATION			X	h. MAINTAIN A SOURCE ACCOUNT	X
g. NATO INFORMATION	X			i. MAKE TEMPORARY TRANSMISSIONS	X
h. FOREIGN GOVERNMENT INFORMATION			X	j. MAKE OPERATIONS SECURITY (OPSEC) TRANSMISSIONS	X
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE EMPLOYEE COUNSEL SERVICE	X
j. FOR OFFICIAL USE ONLY INFORMATION	X			l. OTHER (Specify)	X
k. OTHER (Specify)			X		

**12. PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to the contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public release shall be submitted for approval prior to release.  
 Direct  Through (Specify) Subcontractors: shall forward public releases through the Prime for endorsement and final concurrence by GCA.

**Transmissions by non-secure facsimile or E-mail is NOT authorized (by Prime(s) or subcontractor(s))**

Commander, NAWCWD  
1 Admin Circle, Stop 1301  
Attn: 741000  
China Lake, CA 93555-8100

to the Director for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.  
 \*In the case of non-DDI User Agencies, requests for declassification shall be referred to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes to challenge the guidance or the classification assigned 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 protected at the highest level of classification assigned or recommended. (FBI is as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/publications referenced herein. Add additional pages as needed to provide complete guidance.)

Technical papers, briefings, presentations, either classified or unclassified to be presented at classified symposia must be submitted to AIR-7.4.1 for approval prior to presentation. Unclassified material submitted for public release (that is not to be presented at classified symposia) shall be forwarded for review prior to release as stated in Item 12 above. Transmission by non-secure facsimile of technical papers, briefings or presentations is NOT authorized.

Visit requests shall have "need-to-know" certified by the TPOC listed in Block 9. All visit requests to Military installations for classified or unclassified visits from subcontractors will be sent via the prime contractor who will certify the need-to-know.

**8. Actual Performance Locations:**

WSL China Lake:  
Commander, NAVAIRWARCENWPNDIV  
Code 418300D  
1900 N Knox RD Mail Stop 1113  
China Lake, CA 93555-8100

NAVAIRWD Point Mugu:  
Commander  
Code N21V  
575 I Ave, Suite 1  
China Lake, CA 93042-5049

Wright Patterson AFB  
Dayton, Ohio

10g - Personnel not assigned to a NATO staff position, but requiring access to NATO COSMIC or NATO Secret, or access to the NATO accredited SIPRNET terminals, must possess the equivalent FINAL or Interim U.S. Security Clearance based upon the appropriate personnel security investigation required. Personnel with access to NATO ATOMAL information must have a FINAL U.S. Security Clearance. Written concurrence of the Contracting Officer's Security Representative (COSR) is required prior to subcontracting.

See page 3 (Additional Data Sheet for DD Form 254)

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

OPSEC in contract

**15. INSPECTIONS:** Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas of elements carved out and the activity responsible for inspection. Use Item 13 if additional space is needed.)  Yes  No

NONE

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

a. TYPED NAME OF CERTIFYING OFFICIAL		b. TITLE	c. TELEPHONE (include Area Code)
Sheryl A. Gibson		Contracting Officer's Security Representative (COSR)	(301) 995-4572 e-mail: SherylGibson@navy.mil
d. Address (include Zip Code)		<b>17. REQUIRED DISTRIBUTION</b>	
Commander, Naval Air Warfare Center Aircraft Division Bldg. 2272, Rm. 074, Attn: 7.4.1 Security 47123 Buse Road Patuxent River, MD 20670		<input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input type="checkbox"/> f. OTHERS AS NECESSARY (See Item 13 Above)	
e. SIGNATURE			
			

## Additional Data Sheet for DD Form 254

*10j - For Official Use Only (FOUO) information generated and/or provided under this contract shall be marked/safeguarded as specified in DoD 5200.1-R, Appendix 3. DoD 5400.7-R, Chapter 3 is provided for reference use (as identified in DoD 5200.1-R, Appendix 3).*

*DoD 5200.1-R, Appendix 3 can be found at the following website (print pages 138 thru 149):*

*<http://www.dtic.mil/whs/directives/corres/pdf/520001r.pdf>*

*DoD 5400.7-R, Chapter 3 can be found at the following website (print pages 31 thru 42):*

*<http://www.dtic.mil/whs/directives/corres/pdf/540007r.pdf>*

11.J - OPSEC: 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; and Program Specific Program Protection Plan (PPP) for the protection of the Critical Program Information (CPI) identified in the Program's PPP. At all other NAVAIR and Field Activities the contractor shall comply with the local command and/or Program OPSEC Plan and/or Program Protection Plan (PPP).

Any security classification guidance that is applicable will be provided on site and shall be safeguarded on site. Any classified information/material generated in performance of this contract will also be safeguarded on site.

All classified material/information shall be provided by the user agency and shall be safeguarded at the user agency.

Any classified information generated in performance of this contract shall be classified in accordance to the markings shown on the source material.

If additional security classification is required, contact the COSR.

\*\*\*\*\*END OF DD FORM 254 ADDITIONAL DATA SHEET\*\*\*\*\*

WD 05-2053 (Rev.-9) was first posted on www.wdol.gov on 03/31/2009

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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

Shirley F. Ebbesen                      Division of  
Director                                      Wage Determinations

Wage Determination No.: 2005-2053  
Revision No.: 9  
Date Of Revision: 03/23/2009

State: California

Area: California Counties of Riverside, San Bernardino

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.59
01012 - Accounting Clerk II	16.38
01013 - Accounting Clerk III	18.61
01020 - Administrative Assistant	26.82
01040 - Court Reporter	19.38
01051 - Data Entry Operator I	12.05
01052 - Data Entry Operator II	13.15
01060 - Dispatcher, Motor Vehicle	22.41
01070 - Document Preparation Clerk	13.66
01090 - Duplicating Machine Operator	13.66
01111 - General Clerk I	10.69
01112 - General Clerk II	14.92
01113 - General Clerk III	16.67
01120 - Housing Referral Assistant	21.90
01141 - Messenger Courier	10.62
01191 - Order Clerk I	16.98
01192 - Order Clerk II	18.53
01261 - Personnel Assistant (Employment) I	17.26
01262 - Personnel Assistant (Employment) II	19.31
01263 - Personnel Assistant (Employment) III	21.53
01270 - Production Control Clerk	23.51
01280 - Receptionist	14.51
01290 - Rental Clerk	15.10
01300 - Scheduler, Maintenance	16.84
01311 - Secretary I	16.84
01312 - Secretary II	19.17
01313 - Secretary III	21.90
01320 - Service Order Dispatcher	19.54
01410 - Supply Technician	26.82
01420 - Survey Worker	19.38
01531 - Travel Clerk I	12.92
01532 - Travel Clerk II	13.70
01533 - Travel Clerk III	14.55
01611 - Word Processor I	14.77
01612 - Word Processor II	16.87
01613 - Word Processor III	18.76

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	20.59
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	13.98
05400 - Transmission Repair Specialist	22.94
07000 - Food Preparation And Service Occupations	
07010 - Baker	14.36
07041 - Cook I	13.10
07042 - Cook II	14.36
07070 - Dishwasher	9.89
07130 - Food Service Worker	10.85
07210 - Meat Cutter	17.59
07260 - Waiter/Waitress	10.26
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.04
09040 - Furniture Handler	11.33
09080 - Furniture Refinisher	16.51
09090 - Furniture Refinisher Helper	13.51
09110 - Furniture Repairer, Minor	15.82
09130 - Upholsterer	16.51
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	11.20
11090 - Gardener	17.46
11122 - Housekeeping Aide	11.44
11150 - Janitor	13.27
11210 - Laborer, Grounds Maintenance	13.09
11240 - Maid or Houseman	9.36
11260 - Pruner	13.27
11270 - Tractor Operator	17.06
11330 - Trail Maintenance Worker	13.09
11360 - Window Cleaner	14.99
12000 - Health Occupations	
12010 - Ambulance Driver	17.85
12011 - Breath Alcohol Technician	17.82
12012 - Certified Occupational Therapist Assistant	28.60
12015 - Certified Physical Therapist Assistant	26.20
12020 - Dental Assistant	16.57
12025 - Dental Hygienist	36.53
12030 - EKG Technician	25.07
12035 - Electroneurodiagnostic Technologist	25.07
12040 - Emergency Medical Technician	17.85
12071 - Licensed Practical Nurse I	16.71
12072 - Licensed Practical Nurse II	18.77
12073 - Licensed Practical Nurse III	22.42
12100 - Medical Assistant	13.47
12130 - Medical Laboratory Technician	19.73
12160 - Medical Record Clerk	15.93
12190 - Medical Record Technician	17.82

12195	- Medical Transcriptionist	17.28
12210	- Nuclear Medicine Technologist	38.64
12221	- Nursing Assistant I	9.63
12222	- Nursing Assistant II	10.82
12223	- Nursing Assistant III	11.81
12224	- Nursing Assistant IV	13.26
12235	- Optical Dispenser	15.44
12236	- Optical Technician	13.52
12250	- Pharmacy Technician	17.34
12280	- Phlebotomist	13.26
12305	- Radiologic Technologist	24.84
12311	- Registered Nurse I	30.80
12312	- Registered Nurse II	37.68
12313	- Registered Nurse II, Specialist	37.68
12314	- Registered Nurse III	45.63
12315	- Registered Nurse III, Anesthetist	45.63
12316	- Registered Nurse IV	54.69
12317	- Scheduler (Drug and Alcohol Testing)	22.81
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	20.58
13012	- Exhibits Specialist II	26.54
13013	- Exhibits Specialist III	35.57
13041	- Illustrator I	20.79
13042	- Illustrator II	25.70
13043	- Illustrator III	34.63
13047	- Librarian	27.95
13050	- Library Aide/Clerk	16.49
13054	- Library Information Technology Systems Administrator	25.24
13058	- Library Technician	21.15
13061	- Media Specialist I	18.21
13062	- Media Specialist II	20.38
13063	- Media Specialist III	22.71
13071	- Photographer I	16.07
13072	- Photographer II	17.98
13073	- Photographer III	24.13
13074	- Photographer IV	32.91
13075	- Photographer V	39.80
13110	- Video Teleconference Technician	18.25
14000	- Information Technology Occupations	
14041	- Computer Operator I	17.32
14042	- Computer Operator II	19.38
14043	- Computer Operator III	22.89
14044	- Computer Operator IV	25.73
14045	- Computer Operator V	28.50
14071	- Computer Programmer I (1)	24.61
14072	- Computer Programmer II (1)	
14073	- Computer Programmer III (1)	
14074	- Computer Programmer IV (1)	
14101	- Computer Systems Analyst I (1)	
14102	- Computer Systems Analyst II (1)	
14103	- Computer Systems Analyst III (1)	
14150	- Peripheral Equipment Operator	17.32
14160	- Personal Computer Support Technician	25.73
15000	- Instructional Occupations	
15010	- Aircrew Training Devices Instructor (Non-Rated)	34.08
15020	- Aircrew Training Devices Instructor (Rated)	41.23
15030	- Air Crew Training Devices Instructor (Pilot)	49.43
15050	- Computer Based Training Specialist / Instructor	34.08
15060	- Educational Technologist	36.34
15070	- Flight Instructor (Pilot)	49.43

15080 - Graphic Artist	22.59
15090 - Technical Instructor	20.32
15095 - Technical Instructor/Course Developer	24.85
15110 - Test Proctor	18.40
15120 - Tutor	18.40
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.48
16030 - Counter Attendant	9.48
16040 - Dry Cleaner	12.15
16070 - Finisher, Flatwork, Machine	9.48
16090 - Presser, Hand	9.48
16110 - Presser, Machine, Drycleaning	9.48
16130 - Presser, Machine, Shirts	9.48
16160 - Presser, Machine, Wearing Apparel, Laundry	9.48
16190 - Sewing Machine Operator	13.08
16220 - Tailor	13.96
16250 - Washer, Machine	10.28
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	18.83
19040 - Tool And Die Maker	21.70
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.58
21030 - Material Coordinator	22.14
21040 - Material Expediter	22.14
21050 - Material Handling Laborer	16.24
21071 - Order Filler	14.17
21080 - Production Line Worker (Food Processing)	14.58
21110 - Shipping Packer	15.08
21130 - Shipping/Receiving Clerk	15.08
21140 - Store Worker I	10.87
21150 - Stock Clerk	15.52
21210 - Tools And Parts Attendant	14.58
21410 - Warehouse Specialist	14.58
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.91
23021 - Aircraft Mechanic I	26.83
23022 - Aircraft Mechanic II	28.31
23023 - Aircraft Mechanic III	29.39
23040 - Aircraft Mechanic Helper	18.96
23050 - Aircraft, Painter	24.00
23060 - Aircraft Servicer	21.46
23080 - Aircraft Worker	22.69
23110 - Appliance Mechanic	21.63
23120 - Bicycle Repairer	13.98
23125 - Cable Splicer	28.94
23130 - Carpenter, Maintenance	27.29
23140 - Carpet Layer	21.25
23160 - Electrician, Maintenance	29.81
23181 - Electronics Technician Maintenance I	24.43
23182 - Electronics Technician Maintenance II	26.02
23183 - Electronics Technician Maintenance III	27.62
23260 - Fabric Worker	18.26
23290 - Fire Alarm System Mechanic	19.16
23310 - Fire Extinguisher Repairer	16.82
23311 - Fuel Distribution System Mechanic	27.85
23312 - Fuel Distribution System Operator	20.98
23370 - General Maintenance Worker	20.89
23380 - Ground Support Equipment Mechanic	26.83
23381 - Ground Support Equipment Servicer	21.46
23382 - Ground Support Equipment Worker	22.69

23391 - Gunsmith I	16.82
23392 - Gunsmith II	19.94
23393 - Gunsmith III	22.59
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.79
23411 - Heating, Ventilation And Air Contdditioning Mechanic (Research Facility)	
25.44	
23430 - Heavy Equipment Mechanic	25.21
23440 - Heavy Equipment Operator	27.43
23460 - Instrument Mechanic	25.24
23465 - Laboratory/Shelter Mechanic	21.47
23470 - Laborer	12.83
23510 - Locksmith	19.84
23530 - Machinery Maintenance Mechanic	24.65
23550 - Machinist, Maintenance	24.51
23580 - Maintenance Trades Helper	13.51
23591 - Metrology Technician I	25.24
23592 - Metrology Technician II	26.46
23593 - Metrology Technician III	27.45
23640 - Millwright	22.51
23710 - Office Appliance Repairer	20.06
23760 - Painter, Maintenance	21.05
23790 - Pipefitter, Maintenance	22.89
23810 - Plumber, Maintenance	21.56
23820 - Pneudraulic Systems Mechanic	22.59
23850 - Rigger	22.59
23870 - Scale Mechanic	19.94
23890 - Sheet-Metal Worker, Maintenance	21.28
23910 - Small Engine Mechanic	17.79
23931 - Telecommunications Mechanic I	24.47
23932 - Telecommunications Mechanic II	25.86
23950 - Telephone Lineman	23.53
23960 - Welder, Combination, Maintenance	18.92
23965 - Well Driller	28.17
23970 - Woodcraft Worker	22.59
23980 - Woodworker	15.41
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	16.40
24610 - Chore Aide	9.74
24620 - Family Readiness And Support Services Coordinator	13.61
24630 - Homemaker	17.77
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	25.82
25040 - Sewage Plant Operator	26.22
25070 - Stationary Engineer	25.82
25190 - Ventilation Equipment Tender	18.08
25210 - Water Treatment Plant Operator	26.22
27000 - Protective Service Occupations	
27004 - Alarm Monitor	17.55
27007 - Baggage Inspector	12.80
27008 - Corrections Officer	29.13
27010 - Court Security Officer	29.76
27030 - Detection Dog Handler	15.95
27040 - Detention Officer	29.13
27070 - Firefighter	24.44
27101 - Guard I	12.80
27102 - Guard II	15.95
27131 - Police Officer I	35.71
27132 - Police Officer II	39.68
28000 - Recreation Occupations	

28041 - Carnival Equipment Operator	12.16
28042 - Carnival Equipment Repairer	13.10
28043 - Carnival Equipment Worker	9.22
28210 - Gate Attendant/Gate Tender	14.09
28310 - Lifeguard	12.55
28350 - Park Attendant (Aide)	15.76
28510 - Recreation Aide/Health Facility Attendant	11.19
28515 - Recreation Specialist	18.05
28630 - Sports Official	12.55
28690 - Swimming Pool Operator	18.32
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	21.99
29020 - Hatch Tender	21.99
29030 - Line Handler	21.99
29041 - Stevedore I	20.31
29042 - Stevedore II	23.67
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (2)	39.06
30011 - Air Traffic Control Specialist, Station (HFO) (2)	27.98
30012 - Air Traffic Control Specialist, Terminal (HFO) (2)	29.66
30021 - Archeological Technician I	21.21
30022 - Archeological Technician II	21.82
30023 - Archeological Technician III	31.10
30030 - Cartographic Technician	31.23
30040 - Civil Engineering Technician	27.58
30061 - Drafter/CAD Operator I	22.40
30062 - Drafter/CAD Operator II	25.20
30063 - Drafter/CAD Operator III	27.98
30064 - Drafter/CAD Operator IV	34.44
30081 - Engineering Technician I	18.14
30082 - Engineering Technician II	20.37
30083 - Engineering Technician III	22.78
30084 - Engineering Technician IV	28.23
30085 - Engineering Technician V	34.88
30086 - Engineering Technician VI	41.77
30090 - Environmental Technician	26.89
30210 - Laboratory Technician	21.03
30240 - Mathematical Technician	30.84
30361 - Paralegal/Legal Assistant I	21.25
30362 - Paralegal/Legal Assistant II	26.32
30363 - Paralegal/Legal Assistant III	32.20
30364 - Paralegal/Legal Assistant IV	38.69
30390 - Photo-Optics Technician	30.57
30461 - Technical Writer I	23.87
30462 - Technical Writer II	29.19
30463 - Technical Writer III	35.70
30491 - Unexploded Ordnance (UXO) Technician I	24.82
30492 - Unexploded Ordnance (UXO) Technician II	30.03
30493 - Unexploded Ordnance (UXO) Technician III	36.00
30494 - Unexploded (UXO) Safety Escort	24.82
30495 - Unexploded (UXO) Sweep Personnel	24.82
30620 - Weather Observer, Combined Upper Air Or Surface Programs (2)	26.39
30621 - Weather Observer, Senior (2)	29.30
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.97
31030 - Bus Driver	19.85
31043 - Driver Courier	12.73
31260 - Parking and Lot Attendant	9.64
31290 - Shuttle Bus Driver	14.07
31310 - Taxi Driver	10.82

31361 - Truckdriver, Light	14.07
31362 - Truckdriver, Medium	21.82
31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99030 - Cashier	12.13
99050 - Desk Clerk	11.25
99095 - Embalmer	20.03
99251 - Laboratory Animal Caretaker I	11.84
99252 - Laboratory Animal Caretaker II	12.55
99310 - Mortician	25.51
99410 - Pest Controller	16.12
99510 - Photofinishing Worker	13.81
99710 - Recycling Laborer	19.60
99711 - Recycling Specialist	24.78
99730 - Refuse Collector	17.01
99810 - Sales Clerk	15.57
99820 - School Crossing Guard	9.98
99830 - Survey Party Chief	35.98
99831 - Surveying Aide	19.01
99832 - Surveying Technician	26.01
99840 - Vending Machine Attendant	14.10
99841 - Vending Machine Repairer	16.65
99842 - Vending Machine Repairer Helper	14.10

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

**HEALTH & WELFARE:** \$3.24 per hour or \$129.60 per week or \$561.60 per month

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

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

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

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds

\$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

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.

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.

**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 <b>A</b>		C. CATEGORY: TDP    TM    OTHER: MISC						
D. SYSTEM/ITEM <b>WSL TEST PROGRAM SUPPORT</b>				E. CONTRACT/PR NO.		F. CONTRACTOR						
1. DATA ITEM NO. <b>A001</b>		2. TITLE OF DATA ITEM <b>TECHNICAL REPORT - STUDY/SERVICES</b>				3. SUBTITLE <b>Design Characteristics</b>						
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MISC-80508B</b>				5. CONTRACT REFERENCE <b>SOW Para 3.2</b>		6. REQUIRING OFFICE <b>NAVAIRWD CODE 418300D</b>						
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>SEE BLK 16</b>		10. FREQUENCY <b>ASREQ</b>		12. DATE OF FIRST SUBMISSION <b>ASREQ</b>		14. DISTRIBUTION				
8. APP CODE <b>N/A</b>				11. AS OF DATE <b>N/A</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>ASREQ</b>		a. ADDRESSEE				
<p><b>Block 16 Remarks</b></p> <p><b>Block 4: May be in contractor format as long as DID is used for guidance.</b></p> <p><b>Block 9: Distribution Statement will be provided by the Government prior to 1<sup>st</sup> submittal.</b></p> <p><b>Blocks 12 &amp; 13: Shall be delivered at design definition.</b></p> <p><b>Block 14: Shall be delivered in an electronic format agreed upon by both Government and Contractor prior to 1<sup>st</sup> submittal.</b></p>								b. COPIES				
										Final		
										Draft		
										Reg		
										Repro		
								<b>Code 418300D</b>		<b>0</b>	<b>1</b>	<b>0</b>
								<b>Code 210000D</b>		<b>LTR</b>	<b>ONLY</b>	
15. TOTAL								<b>0</b>	<b>2</b>	<b>0</b>		
G. PREPARED BY <b>Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100</b>				H. DATE <b>090209</b>		I. APPROVED BY <i>Ch. Murphy</i> <b>DRRB Chairperson</b>		J. DATE <b>090310</b>				











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: MGMT				
D. SYSTEM/ITEM WSL TEST PROGRAM SUPPORT		E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM FUNDS AND LABOR HOUR EXPENDITURE REPORT			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81537		5. CONTRACT REFERENCE SOW Para 3.9.1.2		6. REQUIRING OFFICE NAVAIRWD CODE 418300D			
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY WKLY	12. DATE OF FIRST SUBMISSION 8 DAC	14. DISTRIBUTION			
8. APP CODE N/A		11. AS OF DATE EOW	13. DATE OF SUBSEQUENT SUBMISSION EOW + 1	a. ADDRESSEE		b. COPIES	
				Draft	Final		
					Reg	Repro	
<b>Block 16 Remarks</b>  <b>Block 4:</b> May be in contractor format as long as DID is used for guidance.  <b>Block 9:</b> Distribution Statement will be provided by the Government prior to 1 <sup>st</sup> submittal.  <b>Block 14:</b> Shall be delivered in an electronic format agreed upon by both Government and Contractor prior to 1 <sup>st</sup> submittal.				Code 418300D	0	1	0
				Code 210000D	0	1	0
15. TOTAL				0	3	0	
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 090209	I. APPROVED BY <i>Jan Murphy</i> DRRB Chairperson		J. DATE 090310		



<b>CONTRACT DATA REQUIREMENTS LIST</b> <b>(1 Data Item)</b>						Form Approved OMB No. 0704-0188				
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A. CONTRACT LINE ITEM NO.		B. EXHIBIT <b>A</b>	C. CATEGORY: TDP    TM    OTHER: MGMT							
D. SYSTEM/ITEM <b>WSL TEST PROGRAM SUPPORT</b>		E. CONTRACT/PR NO.		F. CONTRACTOR						
1. DATA ITEM NO. <b>A009</b>	2. TITLE OF DATA ITEM <b>TECHNICAL REPORT - STUDY/SERVICES</b>			3. SUBTITLE <b>Workforce Change Report</b>						
4. AUTHORITY (Data Acquisition Document No.) <b>DI-FNCL-81537</b>		5. CONTRACT REFERENCE <b>SOW Para 3.9.1.4</b>		6. REQUIRING OFFICE <b>NAVAIRWD CODE 418300D</b>						
7. DD 250 REQ <b>LT</b>	9. DIST STATEMENT REQUIRED <b>SEE BLK 16</b>	10. FREQUENCY <b>ASREQ</b>	12. DATE OF FIRST SUBMISSION <b>DOC</b>	14. DISTRIBUTION						
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>N/A</b>	13. DATE OF SUBSEQUENT SUBMISSION <b>SEE BLK 16</b>	a. ADDRESSEE		b. COPIES				
						Draft	Final			
<b>Block 16 Remarks</b>  <b>Block 4: May be in contractor format as long as DID is used for guidance.</b>  <b>Block 9: Distribution Statement will be provided by the Government prior to 1<sup>st</sup> submittal.</b>  <b>Block 13: Changes shall be submitted within 24 hours of change.</b>  <b>Block 14: Shall be delivered in an electronic format agreed upon by both Government and Contractor prior to 1<sup>st</sup> submittal.</b>										
				<b>Code 418300D</b>	<b>0</b>	<b>1</b>	<b>0</b>			
				<b>Code 210000D</b>		<b>LTR</b>	<b>ONLY</b>			
				<b>15. TOTAL</b>				<b>0</b>	<b>2</b>	<b>0</b>
				G. PREPARED BY <b>Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100</b>		H. DATE <b>090209</b>	I. APPROVED BY <i>Jan Murphy</i> <b>DRRB Chairperson</b>		J. DATE <b>090310</b>	





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A. CONTRACT LINE ITEM NO.				B. EXHIBIT <b>A</b>		C. CATEGORY: TDP    TM    OTHER: MGMT					
D. SYSTEM/ITEM <b>WSL TEST PROGRAM SUPPORT</b>				E. CONTRACT/PR NO.		F. CONTRACTOR					
1. DATA ITEM NO. <b>A00C</b>		2. TITLE OF DATA ITEM <b>PROGRAM PROGRESS REPORT</b>				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.) <b>DI-MGMT-80555A</b>				5. CONTRACT REFERENCE <b>SOW Para 3.9.1.7</b>		6. REQUIRING OFFICE <b>NAVAIRWD CODE 418300D</b>					
7. DD 250 REQ <b>LT</b>		9. DIST STATEMENT REQUIRED <b>SEE BLK 16</b>		10. FREQUENCY <b>QRTL</b>		12. DATE OF FIRST SUBMISSION <b>100 DAC</b>		14. DISTRIBUTION			
8. APP CODE <b>N/A</b>		11. AS OF DATE <b>EOQ</b>		13. DATE OF SUBSEQUENT SUBMISSION <b>EOQ + 10</b>		a. ADDRESSEE		b. COPIES			
								Draft		Final	
								Reg		Repro	
<p><b>Block 16 Remarks</b></p> <p><b>Block 4: May be in contractor format as long as DID is used for guidance.</b></p> <p><b>Block 9: Distribution Statement will be provided by the Government prior to 1<sup>st</sup> submittal.</b></p> <p><b>Block 14: Shall be delivered in an electronic format agreed upon by both Government and Contractor prior to 1<sup>st</sup> submittal.</b></p>						Code 418300D		0	1	0	
						Code 210000D		0	1	0	
						<b>15. TOTAL</b> →					
G. PREPARED BY <b>Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100</b>				H. DATE <b>090209</b>		I. APPROVED BY <i>Joe Murphy</i> <b>DRRB Chairperson</b>		J. DATE <b>090310</b>			

