

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-S1	PAGE OF PAGES 1 75				
2. CONTRACT NO. N68936-09-D-0040		3. SOLICITATION NO. N68936-08-R-0038		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 26 Sep 2008		6. REQUISITION/PURCHASE NO. 1300101872		
7. ISSUED BY CDR NAWCWD CODE 254100D ATTN: D. WINFIELD (760) 939-9661 429 E BOWEN RD - STOP 4015 CHINA LAKE CA 93555-6108			CODE N68936	8. ADDRESS OFFER TO (If other than Item 7) See Item 7			CODE	TEL: FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".										
SOLICITATION										
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>03:00 PM</u> local time <u>10 Nov 2008</u> (Hour) (Date)										
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.										
10. FOR INFORMATION CALL:		A. NAME DEBORAH M WINFIELD		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (760) 939-9661			C. E-MAIL ADDRESS deborah.winfield@navy.mil			
11. TABLE OF CONTENTS										
(X)	SEC.	DESCRIPTION			PAGE(S)	(X)	SEC.	DESCRIPTION		PAGE(S)
PART I - THE SCHEDULE					PART II - CONTRACT CLAUSES					
X	A	SOLICITATION/ CONTRACT FORM			1 - 3	X	I	CONTRACT CLAUSES		41 - 66
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS			4 - 11	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS				
X	C	DESCRIPTION/ SPECS/ WORK STATEMENT			12 - 21	X	J	LIST OF ATTACHMENTS		67
X	D	PACKAGING AND MARKING			22	PART IV - REPRESENTATIONS AND INSTRUCTIONS				
X	E	INSPECTION AND ACCEPTANCE			23		K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
X	F	DELIVERIES OR PERFORMANCE			24 - 26		L	INSTRS., CONDS., AND NOTICES TO OFFERORS		
X	G	CONTRACT ADMINISTRATION DATA			27 - 30		M	EVALUATION FACTORS FOR AWARD		
X	H	SPECIAL CONTRACT REQUIREMENTS			31 - 40					
OFFER (Must be fully completed by offeror)										
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.										
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)										
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.	DATE	AMENDMENT NO.	DATE			
15A. NAME AND ADDRESS OF OFFEROR		CODE	03QT6	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
JACOBS TECHNOLOGY INC. DALE GATES 1560 N NORMA ST RIDGECREST CA 93555-2566										
15B. TELEPHONE NO (Include area code) 760-446-1549			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE		
AWARD (To be completed by Government)										
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT \$170,647,012.04			21. ACCOUNTING AND APPROPRIATION				
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM Section G		
24. ADMINISTERED BY (If other than Item 7) See Item 7			CODE	25. PAYMENT WILL BE MADE BY NAVY ERP NAVAIR WD, CODE J26000D 1 ADMIN CIRCLE MAIL STOP 1318 CHINA LAKE CA 93555-5000						CODE N64141
26. NAME OF CONTRACTING OFFICER (Type or print) SANDRA SCHARN-STEVENS TEL: (760) 939-9665 EMAIL: sandra.scharn-stevens@navy.mil					27. UNITED STATES OF AMERICA <i>Sandra Scharn-Stevens</i> (Signature of Contracting Officer)			28. AWARD DATE 05-Jun-2009		

IMPORTANT - Award will be made on this Form, or by other authorized official written notice.

Section A - Solicitation/Contract Form

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Section A - Solicitation/Contract Form

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FOR YOUR INFORMATION:

CONTRACT SPECIALIST

The following addresses and points of contact are provided:

Name: Deborah Winfield

Phone: (760) 939-9661

DSN: 437-9661

FAX: (760) 939-8107

Email address: deborah.winfield@navy.mil

U.S. Postal Service Mailing Address:

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

Direct Delivery Address (UPS, FedEx, etc):

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

CONTRACTING OFFICER:

U.S. Postal Service Mailing Address:

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

Direct Delivery Address (UPS, FedEx, etc):

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

ATTENTION-IMPORTANT MODIFICATION NUMBERING INFORMATION:

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

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Engineering Support Services (ESS) IV	1,707,811	Hours		\$168,473,862.00
	CPFF - The Contractor shall provide Engineering Support Services in accordance with the Performance Work Statement in Section C herein. Fixed fee per hour is stated in 5252.232-9510. FOB: Destination PURCHASE REQUEST NUMBER: 1300101872				
				MAX COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL MAX COST + FEE	<u>\$168,473,862.00</u>

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002 OPTION	Option Hours	334,080	Hours		\$38,492,418.00
	CPFF - Increments of additional hours may be exercised at multiple times up to a total of 334,080 hours. When exercised, the estimated cost and applicable fixed fee will be added to the basic contract under CLIN 0001. When this option is exercised: Estimated cost will be increased by _____ Fixed fee per hour is stated in 5252.232-9510 FOB: Destination				
				MAX COST	(b)(4)
				FIXED FEE	(b)(4)
				TOTAL MAX COST + FEE	<u>\$38,492,418.00</u>

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

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	FFP Level of Effort CLIN for Year 1 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category STS-V. FOB: Destination	1,882	Hours	(b)(4)	(b)(4)
0005	FFP Level of Effort CLIN for Year 1 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category STS-IV. FOB: Destination	1,920	Hours	(b)(4)	(b)(4)
0006	FFP Level of Effort CLIN for Year 1 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category SST-V. FOB: Destination	198	Hours	(b)(4)	(b)(4)
0007	Year 1 Other Direct Costs (ODCs) FFP Estimated Materials: \$10,475 Estimated Travel: \$20,562 Estimated Training: \$ 135 Estimated SubContracts: \$10,863 FOB: Destination	1	Lot	\$46,521.00	\$46,521.00
0008	FFP Level of Effort CLIN for Year 2 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category STS-V. FOB: Destination	1,882	Hours	(b)(4)	(b)(4)
0009	FFP Level of Effort CLIN for Year 2 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category STS-IV. FOB: Destination	1,920	Hours	(b)(4)	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	FFP Level of Effort CLIN for Year 2 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category SST-V. FOB: Destination	198	Hours	(b)(4)	(b)(4)
0011	Year 2 Other Direct Costs (ODCs) FFP Estimated Materials: \$10,905 Estimated Travel: \$21,406 Estimated Training: \$ 158 Estimated SubContracts: \$11,309 FOB: Destination	1	Lot	\$48,387.00	\$48,387.00
0012	FFP Level of Effort CLIN for Year 3 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category STS-V. FOB: Destination	1,882	Hours	(b)(4)	(b)(4)
0013	FFP Level of Effort CLIN for Year 3 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category STS-IV. FOB: Destination	1,920	Hours	(b)(4)	(b)(4)
0014	FFP Level of Effort CLIN for Year 3 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category SST-V. FOB: Destination	198	Hours	(b)(4)	(b)(4)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0015	Year 3 Other Direct Costs (ODCs) FFP	1	Lot	\$50,352.00	\$50,352.00
	Estimated Materials:	\$11,341			
	Estimated Travel:	\$22,262			
	Estimated Training:	\$ 175			
	Estimated SubContracts:	\$11,761			
	FOB: Destination				
0016	FFP Level of Effort CLIN for Year 4 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category STS-V. FOB: Destination	1,882	Hours	(b)(4)	(b)(4)
0017	FFP Level of Effort CLIN for Year 4 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category STS-IV. FOB: Destination	1,920	Hours	(b)(4)	(b)(4)
0018	FFP Level of Effort CLIN for Year 4 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category SST-V. FOB: Destination	198	Hours	(b)(4)	(b)(4)
0019	Year 4 Other Direct Costs (ODCs) FFP	1	Lot	\$52,435.00	\$52,435.00
	Estimated Materials:	\$11,795			
	Estimated Travel:	\$23,152			
	Estimated Training:	\$ 180			
	Estimated SubContracts:	\$12,231			
	FOB: Destination				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0020	FFP Level of Effort CLIN for Year 5 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category STS-V. FOB: Destination	1,882	Hours	(b)(4)	(b)(4)
0021	FFP Level of Effort CLIN for Year 5 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category STS-IV. FOB: Destination	1,920	Hours	(b)(4)	(b)(4)
0022	FFP Level of Effort CLIN for Year 5 FFP - This CLIN is to be utilized for FFP task orders where appropriate for labor category SST-V. FOB: Destination	198	Hours	(b)(4)	(b)(4)
0023	Year 5 Other Direct Costs (ODCs) FFP Estimated Materials: \$12,050 Estimated Travel: \$24,009 Estimated Training: \$ 200 Estimated SubContracts: \$12,684 FOB: Destination	1	Lot	\$54,183.00	\$54,183.00

The total contract value is \$170,647,013. The \$.94 difference is due to rounding errors in the database.

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

(a) The level of effort estimated to be ordered during the term of this contract is **2,061,891 (includes basic, option and firm fixed price)** 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	Year 1 Hours	Year 2 Hours	Year 3 Hours	Year 4 Hours	Year 5 Hours	Total
Professional/Technical						
STS-VI*	79,426	80,540	77,517	69,348	70,851	377,682
STS-V	92,928	94,952	87,908	71,460	72,552	419,800
STS-IV	36,208	37,119	33,779	26,202	26,515	159,823
TS-III	2,553	2,553	2,630	2,709	2,790	13,235
TS-II	9,296	9,296	9,575	9,862	10,158	48,187
TS-I	1,374	1,374	1,415	1,458	1,501	7,122
Specialist/Technician						-
SST-V	54,730	55,642	52,859	45,853	46,756	255,840
SST-IV	50,699	51,508	49,108	42,968	43,838	238,121
ST-III**	5,077	5,077	5,229	5,386	5,548	26,317
ST-II**	23,475	23,475	24,179	24,904	25,651	121,684
Support Staff						-
SSS-V**	2,415	2,415	2,488	2,562	2,639	12,519
SSS-IV**	2,656	2,656	2,736	2,818	2,903	13,769
SSS-III**	-	-	-	-	-	-
SSS-II**	2,645	2,645	2,724	2,806	2,890	13,710
Total Hours	363,482	369,253	352,146	308,337	314,593	1,707,811
Est. Direct Labor Cost	\$ 19,116,874	\$ 20,247,183	\$ 19,928,606	\$ 17,815,996	\$ 18,827,762	\$ 95,936,420
OPTION HOURS						
Professional/Technical						
STS-VI*	10,746	15,934	14,822	11,858	11,117	64,477
STS-V	19,544	28,979	26,957	21,565	20,218	117,263
STS-IV	8,797	13,044	12,134	9,708	9,101	52,784
Specialist/Technician						-
SST-V	8,797	13,044	12,134	9,708	9,101	52,784
SST-IV	7,795	11,558	10,752	8,602	8,064	46,771
Total Hours	55,680	82,560	76,800	61,440	57,600	334,080
Est. Direct Labor Cost	\$ 3,211,855	\$ 4,957,664	\$ 4,796,252	\$ 3,990,481	\$ 3,879,496	\$ 20,835,747

* Denotes Expert/Consultant labor categories

**Denotes Wage Determination labor categories

Labor Category	Year 1 Hours	Year 2 Hours	Year 3 Hours	Year 4 Hours	Year 5 Hours	Total
FFP HOURS						
Professional/Technical						
STS-V	1,882	1,882	1,882	1,882	1,882	9,410
STS-IV	1,920	1,920	1,920	1,920	1,920	9,600
Specialist/Technician						
SST-V	198	198	198	198	198	- 990
Total Hours						
	4,000	4,000	4,000	4,000	4,000	20,000
Est. Direct Labor	\$ 221,698	\$ 230,788	\$ 240,019	\$ 249,620	\$ 258,856	\$ 1,200,980

(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

**Performance Work Statement (PWS) for
Engineering Support Services (ESS)****1.0 SCOPE**

1.1 The purpose of this Performance Work Statement (PWS) is to provide the basic tasking requirements for contractor systems engineering support services to the Naval Air Warfare Center Weapons Division (NAWCWD) and its customers. The NAVAIR Weapons and Energetics Department, AIR 4.7, is the technical lead agent for this contract.

1.2 The Mission of NAWCWD is to provide our Armed Forces with effective and affordable integrated warfare systems and life-cycle support to ensure battlespace dominance; Perform Research Development Testing and Evaluation (RDT&E), in-service support for guided missiles, free-fall weapons, targets, support equipment, crew systems, and electronic warfare; Integrate weapons and avionics on tactical aircraft; Operate the Navy's western land and sea range test and evaluation complex; Develop and apply new technology to ensure battlespace dominance. RDT&E of guided missiles, advanced weapons and weapon systems; Perform RDT&E of complex weapon systems and software integration; Perform RDT&E of energetic materials and subsystems; Maintain, upgrade and operate facilities and test ranges for weapon system solutions for the warfighter; Provide Fleet training and tactics development, including major exercises on the Sea Range, Land Range, Superior Valley, and Electronic Combat Range; Perform Engineering/logistics for tactical missiles and free-fall weapons, T&E of weapons, weapon components, and integrated weapons systems in realistic environments; Operate, upgrade and maintain a national parachute test range; Provide Full-Scale Joint-Live-Fire survivability testing; Perform RDT&E on explosives and propellants from laboratory samples up to 500,000 pounds; Support Network Centric Warfare; interoperability, Modeling and simulation; Perform basic and applied research, science, and technology, RDT&E of full-scale and sub-scale targets; Support fleet training and tactics development, including major exercises on the Sea Range, Land Range, Superior Valley, and the Electronic Combat Range.

1.3 The goal of this procurement is to provide an infrastructure that will foster a unified, collaborative approach that will integrate inputs from engineering and management specialists across the traditionally segregated phases of the acquisition life cycle – starting with concept refinement and encompassing technology development, development and demonstration, production and deployment through operations and support.

1.4 The contractor shall provide technical services in the following general areas:

(a) System engineering services for design studies and evaluations associated with research, development, production, and operations including effectiveness analysis, design adequacy, and related engineering support.

(b) Test engineering services for planning, preparing for, performing, analyzing and documenting results for units under test and related items.

(c) Transition engineering and related support services for transfer of new technology from concept to fleet support.

(d) Management support services for project support required for management of technical activities.

1.5 Subcontracting Requirements For Small Business And Small Disadvantaged Business Concerns

1.5.1 The contractor shall meet the following minimum goals for awards of subcontract(s) to and utilization of small business and small disadvantaged business concern(s):

1.5.1.1 At least thirty-three percent (33%) of the total Level of Effort delivered under the contract shall be performed by small business concern(s) as defined by FAR 2.101.

1.5.1.2 At least ten percent (10%) of the total Level of Effort delivered under the contract shall be performed by small disadvantaged business concerns as defined by FAR 2.101. The 10% to be subcontracted to small disadvantaged business concerns is included in the 33% total set aside for small business concerns as defined by FAR 2.101.

1.5.1.3 At least three percent (3%) of the total Level of Effort delivered under the contract shall be performed by service-disabled veteran-owned small business (SDVOSB) concerns as defined by FAR 2.101. The 3% to be subcontracted to SDVOSB concerns may be included in the 10% total set-aside for SDB if they qualify as an SDB, otherwise the 3% for SDVOSB is an addition to the 10% set-aside for SDB but is still part of the 33% set-aside for SB.

1.5.1.4 In order to assure development of small business concerns, the work performed by small business is required to be distributed between the three labor groups – Professional/Technical, Specialist/Technician and Support Staff. A minimum of 20% of the total work years delivered in each labor group shall be performed by or subcontracted to small business.

1.5.1.5 Worked performed by a small business, service-disabled veteran-owned small business, or small disadvantaged business concern as the prime contractor may be counted towards meeting this small business level of effort requirement.

1.6 Local Facilities

1.6.1 The contractor shall establish facilities within five (5) miles of the main gate of China Lake that meet the requirements of the PWS. These facilities shall also meet the security requirements as outlined in the attached DD Form 254.

1.6.2 The Government estimates that approximately 83% of the work performed will be conducted in an integrated government-contractor team environment, within Government work spaces, and work in accordance with Government processes (83% at China Lake and 17% at Pt Mugu). The remaining contractor personnel, both direct and indirect, shall utilize contractor facilities.

2.0 APPLICABLE DOCUMENTS

2.0.1 Clinger-Cohen Act: This clause is required in all IT procurements.

In 1996, Congress enacted the Clinger-Cohen Act (CCA), requiring agencies to use a disciplined capital planning and investment control process to acquire, use, maintain and dispose of information technology. Per CCA, OSD Memo of 08 Mar 2000, the DoD 5000.2 of 13 May 2003, and SECNAVINST 5000.2C of 19 Nov 2004, CCA compliance is required for all programs that contain IT, including IT in weapons and weapons system programs. The law provides authority to the agency's CIO to manage IT resources effectively. The authority to grant compliance with CCA and approve the Information Assurance strategy depends on the Acquisition Category (ACAT).

2.0.2 System Software / Application Compliance:

"All Information Technology Systems or software/application development, modification or support shall be performed in accordance with Defense Business Transformation guidance (formerly Business Management Modernization Program (BMMP)), DON/NAVAIR Functional Area Manager (FAM) Policies and Guidance, Network and Server Registration, and Web Enablement mandates."

2.0.3 Information Assurance (IA): This is required on all DON Contracts

NAVAIR's Information Assurance (IA) Program is a unified approach to protect unclassified, sensitive or classified information, and is established to consolidate and focus efforts in securing that information, including its associated

systems and resources. IA is required operationally throughout the DON. DON CIO (Chief Information Officer) is responsible for IT within the Navy, as mandated by the Clinger-Cohen Act, and is the lead for departmental compliance with the Federal Information Security Management Act of 2002.

“All IA shall be in compliance with the following listed instructions to include those referenced within the below listing:

- SECNAV M-5239.1 DoN Information Assurance Program; Information Assurance Manual
- National Industrial Security Operating Manual (NISPOM)
- CJCSI 6211.02 (series) --Defense Information System Network (DISN): Policy Responsibilities and Processes of 31 July 2003
- CJCSI 6212.01 (series) --Interoperability and Supportability of Information Technology and National Security Systems
- DoDD 8100.1--Global Information Grid (GIG) Overarching Policy
- DoDD 8500.1--Information Assurance
- DoDI 8500.2--Information Assurance Implementation
- DoDI M-8510.1--DoD Information Technology Security Certification and Accreditation Process (DITSCAP) Application Manual
- DoDI 5200.40, “DoD IT Security Certification and Accreditation (C&A) Process (DITSCAP),” 30 Dec 1997
- CNO N614/HQMC C4--Navy-Marine Corps Unclassified Trusted Network Protection (UTN-Protect) Policy, Version 1.0, 31 October 2002”

For more information on determining the applicability of these documents to the specific requirements of your program, contact your local information assurance point of contact for assistance. An IA POC is available via the NAVAIR portal at <https://air74.navair.navy.mil>.

All IT procured on behalf of NAVAIR shall meet all DOD/DON and NAVAIR IA policies. Failure to follow these policies will result in denied access to NMCI, One Net, ISNS and other DON, DOD and Joint Networks. These IA policies are standard across the Dept and ensure IA compatibility and interoperability.

IT systems and or networks operated by contractors subsequent to a NAVAIR contracts, regardless of the level of data processed shall be operated and in accordance the NISPOM.

Contractor-owned equipment shall be permitted connections to NAVAIR/DoD networks in order to carry out the performance of this contract. All contractor-owned hardware and/or software shall meet DOD 8500.2 IA Controls, is subject to validation scanning and must be approved by the NAVAIR site IA Manager prior to connection. The following specific criteria before being connected to any DoD or NAVAIR network in support of this contract. Requirements include:

- A. Network Vulnerability Scanning. NAVAIR Deputy CIO for Information Assurance maintains authorized auditing tools and shall provide for firewall/port scans, device discovery scan, vulnerability assessment, and other requirements as required to ensure secure interoperability with DOD Contracts. The contractor shall be responsible for the remediation of any equipment that fails these audits prior to the connection the system to the networks; Results of approvals shall be documented via Memorandum of Agreement with the Facility Security officer and the Defense Security Service Representative for that contractor;
- B. Extent of Validation Scanning. To prevent scanning of “corporate” assets, all such networks, equipment and connections shall be physically segregated from any government/contractor “corporate” networks that are not in direct support of DoD contracts;

- C. Circuit Provisioning. Any circuit or connection between NAVAIR and/or DoD site and the contractor site shall be provisioned via the Defense Information Security Agency and comply with CJCSI 6212.11B;
- D. Servicing Systems from a Remote Contractor Site. Remote Access Service connections that allow off-station operation and/or administration of contractor owned systems, located at any NAVAIR facility or site, shall not be permitted, with the exception of those systems connecting to the Command via the Outreach Services identified in Section 7, Enterprise Architecture;
- E. Memorandum of Agreement and Inter-connection Agreements. An Information Assurance Memorandum of Agreement (MOA) between the contractor owning the equipment and AIR-7.2.6 shall be developed and signed before the equipment can be connected to NAVAIR networks. Failure to comply with the signed MOA shall be grounds for disconnection from the network.

2.0.4 Enterprise Architecture:

Contractor Networks and connections. Contractor-owned and operated networks are prohibited on any Naval Air Systems Command (NAVAIR) facility or site in support of this contract. The contractor may access non-government, external IP space via the NAVAIR-provided VPN Outreach service or NAVAIR CIO approved IP service.

Architecture Compliance. The contractor shall ensure all IT solutions, including database solutions, comply with the appropriate NAE Enterprise Architecture, and are verified by the NAVAIR Enterprise Architect (AIR-7.2.3) prior to build out.

Disclosure of pre-existing networks, circuits or connections. Any and all networks, circuits or connections between the contractor and any NAVAIR site related to previous contracts shall be identified in the MOA. Failure to comply and subsequent discovery of an unregistered network, circuit or connection shall be grounds for immediate disconnection.

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

2.1 Standard requirement documents (Government and Industry Specifications and Standards), reference texts, specific design requirements, and other references will be defined by individual Task Order (TO). Documents cited in this PWS are for background information only.

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

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

3.0 REQUIREMENTS

The following paragraphs describe generic technical task areas to be performed by the contractor. Work to be performed, required data deliverables, and applicable governing documents shall be specifically described in task orders to be issued by the Contracting Officer and shall be within the parameters of one or more of the general tasks listed below. This work may be performed on assigned systems, subsystems, equipment and components. These support services may be applicable to any life cycle phase (i.e., Concept Refinement, Technology Development, Production & Deployment, and Operations & Support).

3.1 DESIGN AND DEVELOPMENT ENGINEERING. The contractor shall provide engineering design, design review, analysis, support, and services as defined by the following requirements.

3.1.1 Design Engineering and Review. The contractor shall provide engineering designs, fabricate production prototypes, modify original designs, identify and complete design validation testing, and prepare technical data packages of systems, subsystems, equipment, and components. The contractor shall review and evaluate designs provided as Government Furnished Information (GFI) to establish compliance with mission and other specified requirements. This includes, but is not limited to, analyses to identify potential impacts on performance, reliability, maintainability, user interface, logistics, schedule, and cost. The contractor shall perform integration, verification, and validation reviews of systems, equipment, assemblies, or modules to ensure that these items perform as specified by individual design specifications. The contractor shall provide a written evaluation of the design or design changes along with supporting rationale after completing the analysis.

3.1.2 Engineering Analyses. The contractor shall perform engineering analyses and studies for systems development, production, and in-service support activities. The contractor shall evaluate procedures, processes, designs, and design changes for cost savings. The contractor shall perform reverse engineering and deliver to the Government a design disclosure Technical Data Package including details concerning the substitution of piece parts and requirements concerning equivalency (exact reproductions). The contractor shall produce prototypes of hardware resulting from reverse engineering.

3.1.3 Operation Research Support. The contractor shall construct, modify and/or perform statistical and/or analytical investigations of, and with, mathematical simulation models. This support may include, but not be limited to, aerodynamic modeling, tactics investigation through simulation, establishment of optimization techniques, control system analysis, derivation of decision theories, development of inventory control models, conducting probability and statistical theories, and providing independent analytical assessments of systems and other organizational structures. The contractor shall provide decision support systems and capabilities to correlate decision support applicability and their ability to support current needs and requirements.

3.1.4 Field Engineering and Analyses. The contractor shall assist the Government in planning, organizing, and attending on-site working sessions in the Fleet to resolve problems and improve performance. The contractor shall perform analyses of system performance through an assessment of data generated during fleet operations, maintenance, testing, trials, or training exercises. The contractor shall perform field engineering tasks related to maintaining and enhancing deployed development equipment in accordance with the equipment's operational specifications or improved specifications. The contractor shall perform system or equipment alterations in accordance with the applicable installation specifications, guidelines and alteration instructions. The contractor shall conduct the associated operational verification tests to assure the operational integrity of the system or equipment. The contractor shall identify existing Government sources of information, collect available maintenance data, edit and analyze this data, identify trends or problems affecting mission requirements, and submit recommendations with associated rationale for changes to design or maintenance requirements to improve availability and performance. The contractor shall investigate failures of components and systems to isolate the causative defect and recommend to the Government possible corrective actions.

3.1.5 Chemical Analyses. The contractor shall plan, execute, analyze, interpret and report the results of chemical investigations. These may include research and design of thermodynamics, energy transfer phenomena,

solid-state mechanisms, molecular dynamics, kinetics, spectroscopy of energetic reactions, molecular synthesis, environmental studies, metallurgical analysis, or other chemical properties.

3.1.6 Physics Analyses. The contractor shall plan, execute, analyze, interpret and report the results of investigations on such items as the design of missile seeker performance, kinetics, ballistics, atmospheric optics, smoke modeling, radiation transfer, light scattering, electro-optics and geometrical and physical optics.

3.1.7 Electromagnetic Analyses. The contractor shall perform and document engineering analyses, studies, and testing concerning the areas of Electromagnetic Interference (EMI), Electromagnetic Compatibility (EMC), and Electromagnetic Pulse (EMP). The contractor shall provide reports with supporting rationale for any assumptions made during the preparation of these reports. Engineering investigations in this area may also include, but will not be limited to, mechanical and electronic packaging technology, mechanical and thermal modeling, item packaging and mounting technologies, component design and integration, system, subsystem, equipment and component testing (electronic and mechanical), EMC control plans, EMC test plans/test reports.

3.1.8 Environmental Services. The contractor shall prepare, conduct analysis, and review environmental impact statements and assessments. The contractor shall provide written reports on findings with assumptions and recommendations.

3.1.9 Production Engineering Analyses and Support. The contractor shall analyze production costs and manufacturing problems; review production changes, waivers, and deviations; attend quality assurance audits and surveys; and identify problems and progress concerning production, costs, and product assurance. The contractor shall monitor, track and report status and cost of systems, assemblies, equipment or components in various stages of production, repair or test. The contractor shall develop, prepare, assemble, validate, review, analyze, assess, and deliver Engineering Change Proposals (ECP's), recommendations with supporting rationale for ECP's, and Technical Directives (TDs) to the Government.

3.1.10 Technology Support. The contractor shall perform engineering analyses and conduct technical studies to support research and development of systems engineering and test evaluation technology. The contractor shall survey advanced technology approaches to similar problems both in Government and the private sector and document recommendations. The contractor shall identify manufacturers of, and the availability and suitability, of Commercial Off-the-Shelf (COTS) equipment. The contractor shall perform engineering investigations to evaluate COTS item reliability, maintainability, availability, logistics support, and configuration status in accordance with applicable drawing specifications and appropriate support and configuration documents. The contractor shall report the results of such investigations along with recommendations and the basis for those recommendations.

3.1.11 Design and Test Facilities Support. The contractor shall design, document, fabricate, and provide upgrades to test fixtures. The contractor shall review and provide response to Government provided facility designs with recommended changes to accommodate weapons systems and subsystems testing..

3.1.12 Human Engineering. The contractor shall prepare, evaluate, and annotate human engineering program plans, analysis reports, test plans and procedures, and other human engineering related documentation. The contractor shall attend human engineering reviews and demonstrations, testing, and mockup or model reviews; record discrepancies; and formulate recommendations for resolution.

3.2 TEST AND EVALUATION. The contractor shall provide testing and test support for test planning, test performance, test data analysis and documentation as defined by the following requirements.

3.2.1 Test Plans and Procedures. The contractor shall provide pre and post-test simulations of expected system performance in test scenarios. The contractor shall develop test exercise geometry and constraints necessary to implement test scenarios. The contractor shall develop or evaluate and provide comments on test plans and procedures. The contractor shall submit an evaluation report on the adequacy of such plans and provide rationale and assumptions. The contractor shall provide inputs to detailed test procedures implementing test plan requirements.

3.2.2 Test and Test Support. The contractor shall provide development testing to investigate technical approaches, verify interface interoperability, and evaluate technical performance under controlled conditions and in representative operations environments. The contractor shall plan, coordinate and perform test and evaluation of completed hardware designs. The contractor shall provide test support, telemetry support, operations support, maintenance support and data capture and data retrieval support. The contractor shall attend tests performed at both Government and private test sites to review the appropriate test requirements, provide analytical support during testing and procedures, monitor the test being conducted, and document the test results.

3.2.3 Test Analyses and Reports. The contractor shall review test data and perform analyses of the performance of units under test. The contractor shall formulate recommendations, with justification, to correct any test item performance, quality, maintenance, or problems impacting mission. The contractor shall recommend improvements, with justification, to design, configuration, materials, construction, or other criteria. The contractor shall collect test data and documents, review test documents, and prepare and publish test documents and reports. The contractor shall evaluate test report content and recommend changes with supporting rationale.

3.3 TRANSITION ENGINEERING. The contractor shall provide transition production, installation, interim support, and training for the transition of development systems, commodities, prototype, and Low Rate Initial Production (LRIP) items as defined by the following requirements.

3.3.1 Development Item and Prototype Production. The contractor shall produce prototypes and development items in accordance with the authorization and specification package.

3.3.2 Installation Support. The contractor shall identify and document installation requirements to ensure system compatibility; identify and provide recommended solutions to interface problems; review and monitor system tolerances; perform system tests to assess performance, safety, operability, reliability and maintainability; for impact on systems interface. The contractor shall perform checks in accordance with installation drawings and specifications in preparation for installation of new equipment. The contractor shall be responsible for site planning and preparation to support equipment installation. The contractor shall perform the installation of new equipment in accordance with the applicable installation drawings and procedures. The contractor shall conduct associated operational verification tests to assure operational integrity of the installed equipment.

3.3.3 Interim Engineering Analysis. The contractor shall provide systems engineering analysis for development, pre-production, prototype, and LRIP equipment or components, production material, and modification kits during development and deployment. The contractor shall perform systems or equipment modifications to validate engineering/design recommendations or changes.. The contractor shall conduct the associated operational verification tests to assure the operational integrity of the system or equipment. The contractor shall review, evaluate, maintain, and update data and associated documentation on fielded systems, subsystems, and components. The contractor shall provide and/or support inactivation and disposal to ensure that critical equipment removed is safeguarded and destroyed in accordance with the appropriate Government instructions and directives.

3.3.4 Training. The contractor shall develop and/or review training plans. All findings and recommendations shall be documented with supporting information. The contractor shall develop and/or review training materials and courses and shall be required to provide instructors for these courses.

3.4 MANAGEMENT SUPPORT. The contractor shall provide management support as defined by the following requirements.

3.4.1 Technical Administrative Support. The contractor shall perform technical administrative services including, but not limited to, meeting assistance, briefings and presentations, project reports, data management, data maintenance and distribution, and language translation service. The contractor shall provide graphic arts including, but not limited to, viewgraphs, 35-mm slides, exhibits, displays, plaques, awards and signs.

3.4.2 Project Planning Support. The contractor shall analyze, make recommendations, provide rationale for the recommendations, and provide technical administrative support in preparing assigned project plans, schedules, cost estimates, and risk analyses.

3.4.3 Management Evaluation, Status Reviews and Reports. The contractor shall audit and evaluate the program, project management, and management data and documents. The contractor shall provide analyses and a written recommendation with supporting evidence taking into consideration mission and other specified requirements.

4.0 SPECIAL CONSIDERATIONS

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

4.1.1 Task Order Expense Status Report (CDRL A001). The contractor shall prepare and submit a bi-weekly Task Order Expense Status Report reflecting task order status relative to expense of dollars and labor hours. The report shall reflect the contractor's best estimates of actual dollars and labor hours expended through the end of the previous two weeks. This report is due 14 days after the end of a two week reporting cycle. (Not required for Firm Fixed Price CLINS)

4.1.2 Task Order Trend Analysis Status Report (CDRL A002). The contractor shall prepare and submit a bi-weekly graph which represents the trend analysis for actual, authorized, and funded dollars on each task order. This report is due 14 days after the end of a two week reporting cycle. (Not required for Firm Fixed Price CLINS)

4.1.3 Task Order Status Summary Report (CDRL A003). The contractor shall prepare and submit a Task Order Summary Report. (Not required for Firm Fixed Price CLINS)

4.1.4 Contract Expense and Labor Status Report (CDRL A004). The contractor shall prepare and submit a bi-weekly Contract Expense and Labor Status Report reflecting contract status relative to expense of dollars and labor hours. (Not required for Firm Fixed Price CLINS)

4.1.5 Personnel Report (CDRL A005). The contractor shall prepare and submit an Employee Listing Report, a Personnel Location Report, and a Personnel Count by Labor Category Report for all on/off site employees.

4.1.6 Personnel Reports (CDRL A006). The contractor shall prepare and submit an Employee Listing Report that shows which contractor employees require access to the Government NMCI computers and which contractor employees require and have Government CAC cards.

4.1.7 Phase-Out Plan (CDRL A007). The contractor shall prepare and submit a Phase-Out Plan. The Phase-Out Plan shall describe the transition between the incumbent contractor and the follow-on contractor. The Phase-Out Plan is deliverable only if requested by the Contracting Officer. The Phase Out Plan (draft and final) shall be delivered to NAWCWD Contracting/Ordering Officer and COR as an electronic file attachment to a transmitting Email. One Phase-Out Plan is required only if the incumbent is not selected as the follow-on contractor and shall be delivered to Code 470000D and Code 210000D three months prior to the end of the contract period of performance.

4.1.8 Operations Security (OPSEC) Plan (CDRL A008). The contractor shall prepare and submit the draft OPSEC plan 90 days after award. The final plan is due 45 days after Government approval of the draft. Data shall be made available to the Government via access to password-protected web pages on the contractor's web site. The contractor shall maintain and make similarly available historical past reports submitted by the contractor. NAWCWD Contracting/Ordering Officer and COR shall be advised of report availability via Email. Distribution is to Codes 470000D and 210000D.

4.1.9 Status Report (CDRLs A009 & A00A). The contractor shall prepare and submit an Information Technology Personnel Security Report for the Contracting Officer Representative (COR) and an Information

Technology Personnel Security Report for NAVAIR Security within (30) days after award. The updated report is required within 30 days of gain or loss of employee(s) that have or will have access to Government IT systems. Data shall be made available to the Government via access to password-protected web pages on the contractor's web site. The contractor shall maintain and make similarly available historical past reports submitted by the contractor. NAWCWD Contracting/Ordering Officer and COR shall be advised of report availability via Email. Distribution is to Codes 470000D and 210000D.

4.1.10 The Contractor shall provide other CDRLs (e.g. Document Control Center Reports) as required and defined by individual task orders.

4.2 PLACE OF PERFORMANCE. The places of performance shall be NAWCWD, China Lake and Point Mugu, California, attached activities and other locations set forth in individual task orders and the associated contractor's facilities. The contractor should also assume that the Government will provide work spaces including desk units, phones and the computers necessary to perform tasks.

4.3 VEHICLES. The contractor shall provide all vehicles required for the performance of this contract unless shared access is authorized by the Government. Contractor personnel may use Government Owned Government Operated (GOGO) and Contractor Owned Government Operated (COGO) vehicles managed through the Transportation Office, NAVFAC Southwest, Code 270, under the following conditions: 5252.228-9501 LIABILITY INSURANCE is included in this contract and applies to the use of GOGO/COGO vehicles. The contractor shall meet all training and licensing requirements to operate the COGO and GOGO vehicles and equipment. The contractor need for COGO and GOGO vehicles and equipment must be generally less than full time and shall not interfere with Government use of those vehicles and equipment. If the contractor needs full time access to vehicles and equipment then the contractor shall provide their own vehicles and equipment. Use of GOGO/COGO vehicles are for contractors that work on a Government site and are for official use only for specific Task Order requirements. Contractors that work primarily off site shall provide their own vehicles and equipment. Information: NAWC WD Transportation can only issue vehicles and equipment to Government employees. The Government code remains responsible for the vehicles and equipment. The Government code will only provide vehicle and equipment access to the contractor on an "as available" basis.

5252.204-9505 INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION TECHNOLOGY SYSTEMS (OCT 2007)

(a) Contractor personnel assigned to perform work under this contract may require access to Government IT Systems. Contractor personnel requiring access to Government IT Systems shall comply with AIR-7.2/7.4 Policy Memo 5510, "Information Technology (IT) Positions" dtd 17 May 2007 or latest version thereof, available at [IT POSITIONS.pdf](#) as amended [IT Policy Amendment 6 June 07](#) or through the Contract Specialist. Prior to accessing any Government IT System, contractor personnel shall submit a completed Systems Authorization Access Request (SAAR), DD Form 2875, Annual Information Assurance (IA) training certificate, and initiate the requisite background investigation (or provide proof of a current background investigation) to the Contracting Officer's Representative (COR). For purposes of this clause, reference to the COR shall mean the PCO for contracts that do not have a designated COR. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) Contractor personnel shall complete, sign and date Part I of the SAAR (available at [DD2875 12 June 2006.pdf](#) or through the Contract Specialist and coordinate with the COR to designate in Part III, block 28c, the appropriate IT level designation (IT-1, IT-2, or IT-3). The completed SAAR and proof of a current background investigation is to be provided to the COR. The COR will review the SAAR submitted by the contractor, and if the COR concurs that the contractor requires the IT access designated, the COR will complete and sign Part II. When a background investigation is required, contractor personnel shall coordinate with Command Personnel Security, AIR-7.4, and follow the procedures as described at the NAVAIR website [IT Positions Process for Contractors.doc](#) or through the Contract Specialist.

(c) The contractor shall provide separate Information Technology Personnel Security Reports to the COR and to NAVAIR Security in accordance with [CDRL A009](#) and [CDRL A00A](#). The report submitted to the COR shall not contain Social Security information that is required in the report submitted to NAVAIR Security. Both reports shall show that all contractor personnel meet the requirements for obtaining access to Government IT Systems, and that all requirements are verified and validated thereafter on an annual basis. All prime, subcontractor, consultants, and temporary employees shall be included in the reports. Revised reports shall be submitted when gains and/or losses of employees occur to ensure that all employees comply with these requirements prior to accessing Government IT Systems.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government
0011	Destination	Government	Destination	Government
0012	Destination	Government	Destination	Government
0013	Destination	Government	Destination	Government
0014	Destination	Government	Destination	Government
0015	Destination	Government	Destination	Government
0016	Destination	Government	Destination	Government
0017	Destination	Government	Destination	Government
0018	Destination	Government	Destination	Government
0019	Destination	Government	Destination	Government
0020	Destination	Government	Destination	Government
0021	Destination	Government	Destination	Government
0022	Destination	Government	Destination	Government
0023	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

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

(a) Inspection and acceptance of the supplies or services to be furnished hereunder shall be performed by NAWCWD, Code J26000D.

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

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS
0001	POP 01-JUL-2009 TO 30-JUN-2014	N/A	N/A FOB: Destination
0002	POP 01-JUL-2009 TO 30-JUN-2014	N/A	N/A FOB: Destination
0003	POP 01-JUL-2009 TO 30-JUN-2014	N/A	N/A FOB: Destination
0004	POP 01-JUL-2009 TO 30-JUN-2010	N/A	N/A FOB: Destination
0005	POP 01-JUL-2009 TO 30-JUN-2010	N/A	N/A FOB: Destination
0006	POP 01-JUL-2009 TO 30-JUN-2010	N/A	N/A FOB: Destination
0007	POP 01-JUL-2009 TO 30-JUN-2010	N/A	N/A FOB: Destination
0008	POP 01-JUL-2010 TO 30-JUN-2011	N/A	N/A FOB: Destination
0009	POP 01-JUL-2010 TO 30-JUN-2011	N/A	N/A FOB: Destination
0010	POP 01-JUL-2010 TO 30-JUN-2011	N/A	N/A FOB: Destination
0011	POP 01-JUL-2010 TO 30-JUN-2011	N/A	N/A FOB: Destination
0012	POP 01-JUL-2011 TO 30-JUN-2012	N/A	N/A FOB: Destination
0013	POP 01-JUL-2011 TO 30-JUN-2012	N/A	N/A FOB: Destination
0014	POP 01-JUL-2011 TO 30-JUN-2012	N/A	N/A FOB: Destination
0015	POP 01-JUL-2011 TO 30-JUN-2012	N/A	N/A FOB: Destination
0016	POP 01-JUL-2012 TO 30-JUN-2013	N/A	N/A FOB: Destination

0017	POP 01-JUL-2012 TO 30-JUN-2013	N/A	N/A FOB: Destination
0018	POP 01-JUL-2012 TO 30-JUN-2013	N/A	N/A FOB: Destination
0019	POP 01-JUL-2012 TO 30-JUN-2013	N/A	N/A FOB: Destination
0020	POP 01-JUL-2013 TO 30-JUN-2014	N/A	N/A FOB: Destination
0021	POP 01-JUL-2013 TO 30-JUN-2014	N/A	N/A FOB: Destination
0022	POP 01-JUL-2013 TO 30-JUN-2014	N/A	N/A FOB: Destination
0023	POP 01-JUL-2013 TO 30-JUN-2014	N/A	N/A FOB: Destination

CLAUSES INCORPORATED BY REFERENCE

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

CLAUSES INCORPORATED BY FULL TEXT

5252.211-9507 PERIOD OF PERFORMANCE (MAR 1999)

(a) The contract shall commence on July 1, 2009 and shall continue through June 30, 2014.

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

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is \$100,000; the maximum quantity is 2,061,891 hours, if 100% of the option hours are utilized. The minimum quantity will be funded upon issuance of the first Task Order.

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

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

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

(1) PCO, Code N/A.

(2) ACO, Code N/A.

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

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

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

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

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

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

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports MAR 2008

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

- (a) The Contracting Officer has designated Michael B. Cash, (760) 939-8481, Code 470000D, 1900 N. Knox Road - Stop 4015, China Lake, CA 93555-6106 as the authorized Contracting Officer's Representative (COR) for this contract.
- (b) The COR is responsible for monitoring the performance and progress, as well as overall technical management of the orders placed hereunder and should be contacted regarding any questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to the completion of this contract.
- (c) When, in the opinion of the Contractor, the COR requests effort outside the scope of the contract, the Contractor will promptly notify the Contracting Officer in writing. No action will be taken by the Contractor under such technical instruction until the Contracting Officer has determined if such effort is within the contract scope, and, if not, has issued a contract change.

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

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

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

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

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

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

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

5252.232-9510 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 invoiced at the task order level and shall be based on the net direct labor hours expended during the installment period multiplied by the dollars per hour (based on the fixed fee divided by the level of effort in hours) rate established for each CLIN. The fixed fee for CLIN 0001 shall be paid at the rate of (D)(4) per direct labor hour. The fixed fee for CLIN 0002, if exercised, shall be paid at the same rate. 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 discontinuance 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 thereunder.

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

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

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

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

5252.232-9513 INVOICING AND PAYMENT (WAWF) INSTRUCTIONS (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 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 Functional 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						
	-Select Combo for Fixed Price Supplies and Services -Select Cost Voucher for all Cost or T&M 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	SF1449 (Destination Acceptance)
Issuing Office DoDAAC	6	6	5	7	7	9
Administrating Office DoDAAC	7	7	6	24	26	16
Inspector's DoDAAC	See Schedule	See Schedule	11	See Schedule	See Schedule	See Schedule
Service Acceptor DoDAAC	14	See Schedule	11	See Schedule	See Schedule	15
Pay Office DoDAAC	15	16	12	25	27	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 additional points of contact:

Name (or Clause w/Name)	Email	Phone	Role
See: 5252.201-9500 or 5252.201-9501	Michael.b.cash@navy.mil	(760) 939-8481	Contracting Officer's Representative

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

(a) Contract Administration Office.

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

(2) The remaining contract administration functions are assigned (see FAR 42.302) to DCMA Palmdale California, 40015 Sierra Highway, Suite B-110, Palmdale, CA 93550; Attention: Sandra Contreras, Administrative Contracting Officer.

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

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

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

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

E-Mail Address: Dale.Gates@nsg.jacobs.com

G-TXT-06 SECURITY ASSIGNMENT (APR 2002)

Defense Security Service, Building 3216, Little John Drive, Huntsville, AL 35898 is hereby assigned administrative responsibility for safeguarding classified information. The actual contractor oversight is performed by Defense Security Service, 3452 E. Foothill Blvd., Suite 524, Pasadena, CA 91107-3142.

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 Section C herein. Task orders issued under 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.

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

[X] (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-development 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 or their subsystems extends for a period of two years after the terms of this contract. (FAR 9.505-2(a)(1))

[X] (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 two years after the terms of this contract. (FAR 9.505-2(b)(1))

[X] (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)

[X] (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)

[X] (6) Preparation of Statements of Work or Specifications. If the contractor under this contract assists substantially in the preparation of a statement of work or specifications, the contractor shall be ineligible to perform or participate in any capacity in any contractual effort (solicited or unsolicited) that is based on such statement of work or specifications. The contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restrictions in this subparagraph shall not apply. Contractor agrees that it will not supply to the Department of Defense (either as a prime contractor or as a subcontractor) or act as consultant to a supplier of, any system, subsystem or major component utilized for or in connection with any item or work statement prepared or other services performed or materials delivered under this contract, and is procured on a competitive basis, by the Department of Defense with two years after completion of work under this contract. The provisions of this clause shall not apply to any system, subsystem, or major component for which the contractor is the sole source of supply or which it participated in designing or developing. (FAR 9.505-4(b))

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

(f) Remedies. In the event the contractor fails to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the provisions of this contract. If such noncompliance is the result of

conflicting financial interest involving contractor personnel performing work under this contract, the Government may require the contractor to remove such personnel from performance of work under this contract. Further, the Government may elect to exercise its right to terminate for default in the event of such noncompliance. Nothing herein shall prevent the Government from electing any other appropriate remedies afforded by other provisions of this contract, or statute or regulation.

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

- (1) a description of the new conflict of interest (e.g., additional weapons systems supplier(s), corporate restructuring, new first-tier subcontractor(s), new contract) and identity of parties involved;
- (2) a description of the work to be performed;
- (3) the dollar amount;
- (4) the period of performance; and
- (5) a description of the contractor's internal controls and planned actions, to avoid any potential organizational conflict of interest.

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

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

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

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

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

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

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

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

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

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

(c) The contractor shall include in its proposal a statement of costs incurred and an estimate of costs expected to complete the work. Data supporting the accuracy and reliability of the cost estimate should also be included. After submission of the contractor's cost proposal and supporting data, the contractor and the PCO shall negotiate a

bilateral modification to the original order finalizing the price and delivery schedule, which will be specified in a bilateral modification to the original order.

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

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

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

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

(a) The following activity (ies) or individual(s) is/are designated as Ordering Officer(s):

NAWCWD

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

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

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

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

(d) Negotiated Agreement. For task orders with an estimated value of greater than \$100,000.00, the information contained in each task order with respect to labor categories, man-hours and delivery date shall be the result of a negotiated agreement reached by the parties in advance of issuance of the order.

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

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

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

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

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

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

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

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

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

- (A) notify the Ordering Officer immediately,
- (B) submit a proposal for the work requested in the task order,
- (C) not commence performance until such time that differences between the task order and the contractor's proposal are resolved and a modification, if necessary, is issued.

(e) Total Estimated Dollar Amount. The total estimated dollar amount of each order constitutes a ceiling price for that order. The requirements for notification set forth in Federal Acquisition Regulation paragraphs (b) and (c) of FAR Clause 52.232-20, Limitation of Cost or paragraph (c) of FAR Clause 52.232-22, "Limitation of Funds" are applicable to individual task orders. The ceiling amount for each order may not be exceeded unless authorized by a modification to the order. All revisions providing additional funds to a task order will include fee in the same manner as established in the basic task order.

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

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

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

(2) Within three (3) working days of receipt of the SOW and IGCE, the contractor will respond with a confirmation letter agreeing to perform the SOW within the IGCE. If the requirement remains valid and the contracting officer determines the IGCE to represent a fair and reasonable price, a fully negotiated, priced order will be issued to the contractor.

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

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

(1) The unilaterally unpriced order shall specify the estimated cost and fee and the desired delivery schedule for the work being ordered. The Government's desired delivery shall apply unless the Ordering Officer receives written

notification from the Contractor within fifteen (15) days after receipt of the order that the proposed delivery schedule is not acceptable. Such notification shall propose an alternative delivery schedule. The Contractor shall either provide written acceptance of the order or submit its cost proposal within thirty (30) days after receipt of the order.

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

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

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

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

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

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

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

- (i) notify the Ordering Officer within three working days
- (ii) submit a proposal for the work requested in the order,
- (iii) not commence performance until such time that the differences between the order and contractor's proposal are resolved and a modification, if necessary, is issued.

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

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

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

Name and address of Patent Counsel:

Office of Counsel, Code K0000D
 Naval Air Warfare Center Weapons Division
 1 Administration Circle, Stop 1009
 China Lake, California 93555-6100

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

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

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

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

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

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

- (1) Imprisonment and/or imposition of criminal fines; and

(2) Suspension or debarment from future Government contracting actions.

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

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

**5252.227-9511 DISCLOSURE, USE AND PROTECTION OF PROPRIETARY INFORMATION
(NAVAIR) (FEB 2009)**

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

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

(c) Since the ISC is neither an employee nor an agent of the Government, any findings, recommendations, analyses, or conclusions of such a contractor are not those of the Government.

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

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

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

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



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

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

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

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

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

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

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

- (a) Comprehensive General Liability: \$200,000 per person and \$500,000 per accident for bodily injury.
- (b) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$500,000 per accident for property damage.
- (c) Standard Workman's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.
- (d) Aircraft public and passenger liability: \$200,000 per person and \$500,000 per occurrence for bodily injury, other than passenger liability; \$200,000 per occurrence for property damage. Passenger bodily injury liability limits of \$200,000 per passenger, multiplied by the number of seats or number of passengers, whichever is greater.

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

- (a) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all necessary arrangements for its personnel. These include but are not limited to: medical examinations, immunizations, passports/visas/etc., and security clearances. All contractor personnel required to perform work on any U.S. Navy vessel shall obtain boarding authorization from the Commanding Officer of the vessel before boarding.
- (b) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract in accordance with FAR Subpart 31.2. Travel required for tasks assigned under this contract shall be governed in accordance with: Federal Travel Regulations, prescribed by the General Services Administration for travel in the conterminous 48 United States, (hereinafter the FTR); Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense, for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and territories and possessions of the United States (hereinafter JTR); and Standardized Regulations (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas," prescribed by the Department of State, for travel in areas not covered in the FTR or JTR (hereinafter the SR).
- (c) Travel. Travel and subsistence are authorized for travel beyond a fifty-mile radius of the contractor's office whenever a task assignment requires work to be accomplished at a temporary alternate worksite. No travel or subsistence shall be charged for work performed within a fifty-mile radius of the contractor's office. The contractor shall not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Travel performed for personal convenience, in conjunction with personal recreation, or daily travel to and from work at the contractor's facility will not be reimbursed.
 - (1) For travel costs other than described in paragraph (c) above, the contractor shall be paid on the basis of actual amount paid to the extent that such travel is necessary for the performance of services under the contract and is authorized by the COR in writing.
 - (2) When transportation by privately owned conveyance is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate as contained in the FTR, JTR or SR. Authorization for the use of privately owned conveyance shall be indicated in the basic contract. Distances traveled between points shall be shown on invoices as listed in standard highway mileage guides. Reimbursement will not exceed the mileage shown in the standard highway mileage guides.
 - (3) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission as set forth in the basic contract and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class, or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed.
 - (4) The contractor's invoices shall include receipts or other evidence substantiating actual costs incurred for authorized travel. In no event will such payments exceed the rates of common carriers.
- (d) Vehicle and/or Truck Rentals. The contractor shall be reimbursed for actual rental/lease of special vehicles and/or trucks (i.e., of a type not normally used by the contractor in the conduct of its business) only if authorized in the basic contract or upon approval by the COR. Reimbursement of such rental shall be made based on actual

amounts paid by the contractor. Use of rental/lease costs of vehicles and/or trucks that are of a type normally used by the contractor in the conduct of its business are not subject to reimbursement

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

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

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

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

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

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

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

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

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

(e) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract occurs, the offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required in

paragraph (d) above. The additional personnel shall have qualifications greater than or equal to at least one (1) of the individuals proposed for the designated labor category.

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

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

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

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

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

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

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

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

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

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

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is: Sandra Scharn-Stevens, 429 E. Bowen Road, Stop-4015, China Lake, CA 93555-6108, (760) 939-9665, sandra.scharn-stevens@navy.mil.

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 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	JUL 2006
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data-- Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Nov 2007) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	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
52.222-50	Combating Trafficking in Persons	AUG 2007
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
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
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
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAR 2007
52.245-1	Government Property	JUN 2007
52.245-9	Use And Charges	JUN 2007
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.215-7000	Pricing Adjustments	DEC 1991
252.215-7004	Excessive Pass-Through Charges	APR 2007

252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	APR 2007
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7001	Buy American Act And Balance Of Payments Program	JUN 2005
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7012	Preference For Certain Domestic Commodities	MAR 2008
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.232-7010	Levies on Contract Payments	DEC 2006
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.242-7004	Material Management And Accounting System	NOV 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JAN 2007
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.215-19 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).

52.216-7 ALLOWABLE COST AND PAYMENT (DEC 2002)**(a) Invoicing.**

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

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

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

(b) Reimbursing costs.

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

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

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

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

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

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

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

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

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

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

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

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

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

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

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

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

(d) Final indirect cost rates.

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

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal

years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

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

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

- (i) the agreed-upon final annual indirect cost rates,
- (ii) the bases to which the rates apply,
- (iii) the periods for which the rates apply,
- (iv) any specific indirect cost items treated as direct costs in the settlement, and
- (v) the affected contract and/or subcontract, identifying any with advance agreements or special terms and the applicable rates.

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

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

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

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

- (A) Determine the amounts due to the Contractor under the contract; and
- (B) Record this determination in a unilateral modification to the contract.

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

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

- (1) Shall be the anticipated final rates; and
- (2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

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

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

- (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs; or
- (2) Adjusted for prior overpayments or underpayments.

(h) Final payment.

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

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

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

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

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

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

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

52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 01 July 2009 through 30 June 2014.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$3,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$5,000,000.00;

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

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

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

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

52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

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

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may increase the quantity of hours called for in the schedule at the estimated cost specified. The Contracting Officer may exercise the option by written notice to the Contractor any quantity, on multiple occasions, provided that the total option quantity of **CLIN 0002** does not exceed **334,080 hours**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

NOTE: The labor categories in Section B are provided for estimating purposes only. The number of hours and the total estimated cost for CLIN 0002 will not be tied to specific labor categories when exercised.

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

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

(b) Evaluation preference.

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

- (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
- (ii) Otherwise successful offers from small business concerns.

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

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

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

[] Offer elects to waive the evaluation preference.

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

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

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

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

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

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

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

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

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

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

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUN 2007)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code [] assigned to contract number [].

[Contractor to sign and date and insert authorized signer's name and title].

Signature	Date
Signer's Printed Name	Signer's Title

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 \$100,000 or the overtime premium is paid for work --

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

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

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

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

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

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

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

(d) Payrolls and basic records.

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

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

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

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

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages 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

Employee Class

Monetary Wage-Fringe Benefits

TECHNICAL STAFF	Grade	Pt. Mugu Hrly Rate	Pt. Mugu Fringe	China Lake Hrly Rate	China Lake Fringe
Program Manager	DP-5/SES	\$86.75	\$43.72	\$82.77	\$41.72
Senior Engineer	DP-4	\$68.43	\$34.49	\$62.21	\$31.35
Senior Engineer/ Electronic Technician	DP-3	\$53.55	\$26.99	\$48.38	\$24.38
Engineer	DP-3	\$45.03	\$22.70	\$40.69	\$20.51
Engineer/Systems Analyst	DP-2	\$37.57	\$18.94	\$33.94	\$17.11
Jr. Engineer	DP-2	\$31.05	\$15.65	\$26.73	\$13.47

SPECIALIST/TECHNICIAN	Grade	Pt. Mugu Hrly Rate	Pt. Mugu Fringe	China Lake Hrly Rate	China Lake Fringe
Senior Comp Specialist	DP-3	\$53.22	\$26.82	\$48.38	\$24.38
Computer Specialist	DS/DT-3	\$41.05	\$20.69	\$37.32	\$18.81
Engineering Technician	DS/DT-2	\$32.43	\$16.34	\$29.48	\$14.86
Jr. Engineering Technician	DS/DT-2	\$29.40	\$14.82	\$26.73	\$13.47

SUPPORT STAFF	Grade	Pt. Mugu Hrly Rate	Pt. Mugu Fringe	China Lake Hrly Rate	China Lake Fringe
General Clerk	DG-4	\$29.40	\$14.82	\$26.73	\$13.47
Admin Assistant	DG-3	\$23.97	\$12.08	\$21.79	\$10.98
Word Processor	DG-2	\$21.54	\$10.86	\$19.58	\$9.87
General Clerk	DG-1	\$19.28	\$9.72	\$17.53	\$8.84

NOTE: DO NOT USE THESE RATES IN COST PROPOSAL

52.227-11 PATENT RIGHTS -- OWNERSHIP BY THE CONTRACTOR (DEC 2007)

(a) As used in this clause—

“Invention” means any invention or discovery that is or may be patentable or otherwise protectable under title 35 of the U.S. Code, or any variety of plant that is or may be protectable under the Plant Variety Protection Act (7 U.S.C. 2321, et seq.)

“Made” means—

(1) When used in relation to any invention other than a plant variety, the conception or first actual reduction to practice of the invention; or

(2) When used in relation to a plant variety, that the Contractor has at least tentatively determined that the variety has been reproduced with recognized characteristics.

“Nonprofit organization” means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c)) and exempt from taxation under section 501(a) of the Internal Revenue Code (26 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

“Practical application” means to manufacture, in the case of a composition of product; to practice, in the case of a process or method, or to operate, in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or Government regulations, available to the public on reasonable terms.

(b) Contractor’s rights.

(1) Ownership. The Contractor may retain the ownership of each subject invention throughout the world in accordance with the provision of this clause.

(2) License.

(i) The Contractor shall retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, unless the Contractor fails to disclose the invention within the times specified in paragraph (c) of this clause. The Contractor’s license extends to any domestic subsidiaries and affiliates within the corporate structure of which the Contractor is a part, and includes the right to grant sublicenses to the extent the Contractor was legally obligated to do so at contract award. The license is transferable only with the written approval of the agency, except when transferred to the successor of that part of the Contractor’s business to which the invention pertains.

(ii) The Contractor’s license may be revoked or modified by the agency to the extent necessary to achieve expeditious practical application of the subject invention in a particular country in accordance with the procedures in FAR 27.302(i)2() and 27.(304(f).

(c) Contractor’s obligations.

(1) The Contractor shall disclose in writing each subject invention to the Contracting Officer within 2 months after the inventor discloses it in writing to Contractor personnel responsible for patent matters. The disclosure shall identify the inventor(s) and this contract under which the subject invention was made. It shall be sufficiently complete in technical detail to convey a clear understanding of the subject invention. The disclosure shall also identify any publication, on sale (i.e., sale or offer for sale), or public use of the subject invention, or whether a manuscript describing the subject invention has been submitted for publication and, if so, whether it has been accepted for publication. In addition, after disclosure to the agency, the Contractor shall promptly notify the Contracting Officer of the acceptance of any manuscript describing the subject invention for publication and any on sale or public use.

(2) The Contractor shall elect in writing whether or not to retain ownership of any subject invention by notifying the Contracting Officer within 2 years of disclosure to the agency. However, in any case where publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The Contractor shall file either a provisional or a nonprovisional patent application or a Plant Variety Protection Application on an elected subject invention within 1 year after election. However, in any case where a publication, on sale, or public use has initiated the 1-year statutory period during which valid patent protection can be obtained in the United States, the Contractor shall file the application prior to the end of that statutory period. If the Contractor files a provisional application, it shall file a nonprovisional application within 10 months of the filing of the provisional application. The Contractor shall file patent applications in additional countries or international patent offices within either 10 months of the first filed patent application (whether provisional or nonprovisional) or

6 months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) The Contractor may request extensions of time for disclosure, election, or filing under paragraphs (c)(1), (c)(2), and (c)(3) of this clause.

(d) Government's rights—

(1) Ownership. The Contractor shall assign to the agency, on written request, title to any subject invention—

(i) If the Contractor fails to disclose or elect ownership to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain ownership; provided, that the agency may request title only within 60 days after learning of the Contractor's failure to disclose or elect within the specified times.

(ii) In those countries in which the Contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the Contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the agency, the Contractor shall continue to retain ownership in that country.

(iii) In any country in which the Contractor decides not to continue the prosecution of any application for, to pay the maintenance fees on, or defend in reexamination or opposition proceeding on, a patent on a subject invention.

(2) License. If the Contractor retains ownership of any subject invention, the Government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced for or on its behalf, the subject invention throughout the world.

(e) Contractor action to protect the Government's interest.

(1) The Contractor shall execute or have executed and promptly deliver to the agency all instruments necessary to—

(i) Establish or confirm the rights the Government has throughout the world in those subject inventions in which the Contractor elects to retain ownership; and

(ii) Assign title to the agency when requested under paragraph (d) of this clause and to enable the Government to obtain patent protection and plant variety protection for that subject invention in any country.

(2) The Contractor shall require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in the Contractor's format, each subject invention in order that the Contractor can comply with the disclosure provisions of paragraph (c) of this clause, and to execute all papers necessary to file patent applications on subject inventions and to establish the Government's rights in the subject inventions. The disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The Contractor shall instruct such employees, through employee agreements or other suitable educational programs, as to the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) The Contractor shall notify the Contracting Officer of any decisions not to file a nonprovisional patent application, continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country, not less than 30 days before the expiration of the response or filing period required by the relevant patent office.

(4) The Contractor shall include, within the specification of any United States nonprovisional patent or plant variety protection application and any patent or plant variety protection certificate issuing thereon covering a subject invention, the following statement, "This invention was made with Government support under (identify the contract) awarded by (identify the agency). The Government has certain rights in the invention".

(f) Reporting on utilization of subject inventions. The Contractor shall submit, on request, periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining utilization of the subject invention that are being made by the Contractor or its licensees or assignees. The reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the Contractor, and other data and information as the agency may reasonably specify. The Contractor also shall provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (h) of this clause. The Contractor also shall mark any utilization report as confidential/proprietary to help prevent inadvertent release outside the Government. As required by 35 U.S.C. 202(c)(5), the agency will not disclose that information to persons outside the Government without the Contractor's permission.

(g) Preference for United States industry. Notwithstanding any other provision of this clause, neither the Contractor nor any assignee shall grant to any person the exclusive right to use or sell any subject invention in the

United States unless the person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for an agreement may be waived by the agency upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States, or that under the circumstances domestic manufacture is not commercially feasible.

(h) March-in rights. The Contractor acknowledges that, with respect to any subject invention in which it has retained ownership, the agency has the right to require licensing pursuant to 35 U.S.C. 203 and 210(c), and in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency in effect on the date of contract award.

(i) Special provisions for contracts with nonprofit organizations. If the Contractor is a nonprofit organization, it shall—

(1) Not assign rights to a subject invention in the United States without the written approval of the agency, except where an assignment is made to an organization that has as one of its primary functions the management of inventions, provided, that the assignee shall be subject to the same provisions as the Contractor;

(2) Share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (but through their agency if the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) Use the balance of any royalties or income earned by the Contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions for the support of scientific research or education; and

(4) Make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business concerns, and give a preference to a small business concern when licensing a subject invention if the Contractor determines that the small business concern has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business concerns; provided, that the Contractor is also satisfied that the small business concern has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the Contractor.

(5) Allow the Secretary of Commerce to review the Contractor's licensing program and decisions regarding small business applicants, and negotiate changes to its licensing policies, procedures, or practices with the Secretary of Commerce when the Secretary's review discloses that the Contractor could take reasonable steps to more effectively implement the requirements of paragraph (i)(4) of this clause.

(j) Communications. [Complete according to agency instructions.]

(k) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (k), in all subcontracts for experimental, developmental, or research work to be performed by a small business concern or nonprofit organization.

(2) The Contractor shall include in all other subcontracts for experimental, developmental, or research work the substance of the patent rights clause required by FAR Subpart 27.3.

(3) At all tiers, the patent rights clause must be modified to identify the parties as follows: references to the Government are not changed, and the subcontractor has all rights and obligations of the Contractor in the clause. The Contractor shall not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(4) In subcontracts, at any tier, the agency, the subcontractor, and the Contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (h) of this clause.

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

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

52.244-2 SUBCONTRACTS (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:

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

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

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

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

(1) TEAM MEMBER SUBCONTRACTORS:

(b)(4)

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

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

(a) If the Government is shown as the consignor or the consignee, the annotation shall be:
"Transportation is for the Naval Air Warfare Center – Weapons Division (NAWCWD) and the actual total transportation charges paid to the carrier(s) by the consignor or consignee are assignable to, and shall be reimbursed by, the Government."

(b) If the Government is not shown as the consignor or the consignee, the annotation shall be:
 "Transportation is for the NAWCWD and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement contract. This may be confirmed by contacting the Property Administrator, Lisa Pelzl, (760) 939-5607.

52.248-1 VALUE ENGINEERING (FEB 2000)

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

(b) Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(1) Requires a change to this, the instant contract, to implement; and

(2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--

(i) In deliverable end item quantities only;

(ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or

(iii) To the contract type only.

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

(1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.

(2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.

(3) Identification of the unit to which the VECP applies.

(4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
- (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
- (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

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

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

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

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

(i) Concurrent and future contract savings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

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

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

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

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Necessary for emergency repair and overhaul; or

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

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

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

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

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

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

(1) Unlimited rights.

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

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

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

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

(iv) Form, fit, and function data;

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

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

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

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

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

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

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

(2) Government purpose rights.

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

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

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

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

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

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

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

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

(3) Limited rights.

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

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

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

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

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

the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(4) Specifically negotiated license rights.

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

(5) Prior government rights.

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

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

(6) Release from liability.

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

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

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

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

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

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

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

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

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

(2) Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially

at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

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

Government Purpose Rights

Contract No. _____

Contractor Name _____

Contractor Address _____

Expiration Date _____

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

(End of legend)

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

Limited Rights _____

Contract No. _____

Contractor Name _____

Contractor Address _____

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

(End of legend)

(4) Special license rights markings.

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

Special License Rights

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

(End of legend)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Applicability to subcontractors or suppliers.

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

(2) Whenever any technical data for noncommercial items is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the Contractor shall use this same clause in the subcontract or other

contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the Contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.

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

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

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

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.

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit (A)	Contract Data Requirement Lists (CDRLs)	12	22-MAY-2009
Attachment (1)	Employee Qualifications	9	27-AUG-2008
Attachment (2)	Quality Assurance Surveillance Plan (QASP)	4	27-AUG-2008
Attachment (3)	Wage Determination 05-2044 Rev 9 Kern	10	15-APR-2009
Attachment (4)	Wage Determination 05-2072 Rev 10 Ventura	10	23-MAR-2009
Attachment (5)	Contract Security Classification Specification (DD254) (SPECIMEN)	28	28-MAY-2009
Attachment (6)	Subcontracting Plan The attached Subcontracting Plan is incorporated into the contract.	67	10-NOV-2008
Attachment (7)	SDB Participation Plan The attached SDB Participation Plan is incorporated into the contract.	8	10-NOV-2008

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

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER: FNCL						
D. SYSTEM/ITEM Engineering Support Services (ESS IV)		E. CONTRACT/PR NO. N68936-09-D-0040		F. CONTRACTOR Jacobs Technology, Inc.					
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM FUNDS AND LABOR HOUR EXPENDITURE REPORT		3. SUBTITLE Task Order Expense Report						
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331A		5. CONTRACT REFERENCE SOW Para 4.1.1		6. REQUIRING OFFICE NAVAIRWD CODE 470000D					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY BI-WE	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION					
8. APP CODE A	B	11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16						
<p>Block 16 Remarks</p> <p>Block 8: Government review for format , technical content and contract compliance.</p> <p>Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAVAIR WD Code 470000D, 1 Administration Circle, China Lake Ca 93555-6100.</p> <p>Block 11: Each report shall include all activities for the previous 2 week period.</p> <p>Block 12: Shall be made available twice monthly.</p> <p>Block 13: Shall be made available twice monthly.</p> <p>Block 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past reports submitted by the Contractor. NAWCWD Contracting/Ordering Officer and COR (see basic contract) shall be advised of report availability via Email.</p>				a. ADDRESSEE		b. COPIES			
						Draft	Final		
							Reg	Repro	
						Code 470000D	0	1	0
						Code 210000D	0	1	0
15. TOTAL			0	2	0				
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100		H. DATE 100722	I. APPROVED BY <i>Barbara Joyner</i> DRRB Chairperson		J. DATE 100722				

A003 ETC/EAC Report

As a minimum, data shall include:

General

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

Data Requirements (one data product per active Task Order)

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

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

Data "as of" Schedule

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

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

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

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA, 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.								
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: FNCL				
D. SYSTEM/ITEM Engineering Support Services (ESS) IV			E. CONTRACT/PR NO. N68936-09-D-0040		F. CONTRACTOR Jacobs Technology, Inc.			
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM FUNDS AND MAN-HOURS EXPENDITURE REPORT			3. SUBTITLE Funds LOE 75% Status Spreadsheet			
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-80331A			5. CONTRACT REFERENCE SOW Para 4.1.3		6. REQUIRING OFFICE NAVAIRWD CODE 470000D			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK	10. FREQUENCY BI-WE	12. DATE OF FIRST SUBMISSION SEE BLK 16		14. DISTRIBUTION			
8. APP CODE N/A	16 B	11. AS OF DATE SEE BLK 16	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		a. ADDRESSEE		b. COPIES	
				Draft			Final	
Block 16 Remarks						Reg	Repro	
					Code 470000D	0	1	0
Block 4: Tailor DID as follows: Other formats may be used, subject to the Contracting Officer's approval. See attached format. The report shall be electronically developed and presented using Microsoft Office for PCs.					Code 210000D	0	1	0
Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAVAIR WD Code 470000D, 1 Administration Circle, China Lake Ca 93555-6100.								
Block 11: Each report shall include all activities for the previous two (2) week period.								
Block 12: Shall be made available twice monthly.								
Block 13: Shall be made available twice monthly.								
Block 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past reports submitted by the Contractor. NAWCWD Contracting/Ordering Officer and COR (see basic contract) shall be advised of report availability via Email.								
					15. TOTAL	0	2	0
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 100722	I. APPROVED BY <i>Barbara Joyner</i> DRRB Chairperson		J. DATE 100722		

A005 – Funds/LOE 75% status spreadsheet

As a minimum, data shall include:

General

--Contractor name and report date

--Contract number and CDRL number

--Task Order number, Task Order Title, TA name, FPOC name, Contractor Mgr Name, T.O.

Fixed Fee, Total T.O. funding to Date, Total Estimated Spending to Date, Task Order Period of Performance End Date, % of Funds Expended, 75% of Funds Expended Date (Projected), 60 days from Expending 100% of Funding Date, Projected Stop Work Date, Total Negotiated Hour, Total Hours Spent to Date, % of Hours Expended Date, 100% of Hours Expended Date, and Remarks.

Data Requirements (one data product per active Task Order)

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

Data Schedule

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

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA. 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for Contract/PR No. listed in Block E.							
A. CONTRACT LINE ITEM NO.		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER: MGMT			
D. SYSTEM/ITEM Engineering Support Services (ESS) IV			E. CONTRACT/PR NO. N68936-09-D-0040		F. CONTRACTOR Jacobs Technology, Inc.		
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM OPERATIONS SECURITY (OPSEC) PLAN				3. SUBTITLE		
4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-80934A			5. CONTRACT REFERENCE SOW Para. 4.1.8		6. REQUIRING OFFICE NAVAIRWD CODE 470000D		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY OTIME/R	12. DATE OF FIRST SUBMISSION 90 DAYS DACA		14. DISTRIBUTION		
8. APP CODE A	11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	Draft	b. COPIES		Final
Block 16 Remarks Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAVAIR WD Code 470000D, 1 Administration Circle, China Lake Ca 93555-6100. Blocks 10, 11, 12, & 13: IAW with the Contract Security Classification Specification DD254 of the Basic contract, the plan shall be submitted within 90 days of contract award for acceptance and approval. Final plan due 45 days after Government approval (NAWCAD 7.4.3) of draft. Block 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past reports submitted by the Contractor. NAWCWD Contracting/Ordering Officer and COR (see basic contract) shall be advised of report availability via Email.				Reg	Repro		
				470000D	1	1	0
				210000D	1	1	0
				15. TOTAL			
G. PREPARED BY Naval Air Warfare Center, Weapons Division, China Lake, CA 93555-6100			H. DATE 100722	I. APPROVED BY <i>Barbara Joyner</i> DRRB Chairperson		J. DATE 100722	

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 440 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, including suggestions for reducing the 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, D.C. 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contract Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY TDP _____ TM _____ OTHER FNCL _____					
D. SYSTEM/ITEM Information Technology Personnel Security Information		E. CONTRACT/PR NO. N68936-09-D-0040		F. CONTRACTOR Jacobs Technology, Inc.				
1. DATA ITEM NO. A00A	2. TITLE OF DATA ITEM FUNDS AND LABOR HOUR EXPENDITURE REPORT		3. SUBTITLE Burdened and Unburdened Labor Rate Report					
4. AUTHORITY (Data Acquisition Document No.) DI-FNCL-81537		5. CONTRACT REFERENCE SOW Para 4.1.9		6. REQUIRING OFFICE NAVAIRWD Code 470000D				
7. DD250 REQUIRED LT	9. DIST STATEMENT REQUIRED SEE BLK 16 B	10. FREQUENCY QTRLY	12. DATE OF FIRST SUBMISSION SEE BLK 16	14. DISTRIBUTION				
8. APP CODE N/A		11. AS OF DATE EOQ	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16					
16. REMARKS Block 16 Remarks Block 4: Tailor DID as follows: Other formats may be used, subject to the Contracting Officer's approval. Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAVAIR WD Code 470000D, 1 Administration Circle, China Lake Ca 93555-6100. Block 11: Data shall be current to the end of the quarter being reported. Block 12: The Report shall be made available no more than 5 working days following the first quarter. Block 13: The Report shall be made available no more than 5 working days following the first quarter. Block 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past reports submitted by the Contractor. NAWCWD Contracting/Ordering Officer and COR (see basic contract) shall be advised of report availability via Email				a. ADDRESSEE		b. COPIES		
					Draft	Final		
						Reg	Repro	
				Code 470000D	0	1	0	
				Code 210000D	0	1	0	
				15. TOTAL		0	2	0
				G. PREPARED BY NAVAIR WD China Lake, CA93555-6100		H. DATE 100722	I. APPROVED BY <i>Barbara Joyner</i> DRRB Chairperson	
			J. DATE 100722					

CDRL A00A – Burden and Unburdened Labor Rate Report

Data shall include:

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

Burdened labor data shall include:

For each prime contractor category of labor:

- Job category
- Average rate for each category of labor

For each subcontractor category or labor

- Job category
- Average rate for each category of labor

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

- Job category
- Average rate for each category of labor

CDRL A00B – Indirect Expense Report

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

Data shall include:

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

wrap rates.

For each element of indirect expense:

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

expenses.

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

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.		B. EXHIBIT A	C. CATEGORY: TDP TM OTHER: MISC				
D. SYSTEM/ITEM Engineering Support Services (ESS) IV		E. CONTRACT/PR NO. N68936-09-D-0040		F. CONTRACTOR Jacobs Technology, Inc.			
1. DATA ITEM NO. A00D	2. TITLE OF DATA ITEM PERSONNEL REPORT		3. SUBTITLE ESS Personnel Report				
4. AUTHORITY (Data Acquisition Document No.) DI-MISC-81419		5. CONTRACT REFERENCE SOW Para 4.1.11		6. REQUIRING OFFICE NAVAIRWD CODE 470000D			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 45 DAC	14. DISTRIBUTION a. ADDRESSEE Code 470000D Code 210000D			
8. APP CODE N/A	B	11. AS OF DATE EOM	13. DATE OF SUBSEQUENT SUBMISSION EOM + 15				
<p>Block 16 Remarks</p> <p>Block 4: Tailor DID as follows: Other formats may be used subject to Contracting Officer approval. Replace Block 10 of the DID with the attached listing.</p> <p>Block 9: Distribution Statement B: Distribution authorized to US Government agencies only; administrative or operational use; 31 August 2000. Other requests for the document shall be referred to NAVAIR WD Code 470000D, 1 Administration Circle, China Lake Ca 93555-6100.</p> <p>Block 14: Data shall be made available to the Government via access to password-protected web pages on the Contractor's web site. The Contractor shall maintain and make similarly available historical past reports submitted by the Contractor. NAWCWD Contracting/Ordering Officer and COR (see basic contract) shall be advised of report availability via Email.</p>				b. COPIES			
				Draft		Final	
						Reg	Repro
				0	1	1	0
				0	1	1	0
				15. TOTAL		0	2

G. PREPARED BY
**Naval Air Warfare Center,
Weapons Division, China Lake, CA
93555-6100**

H. DATE
100722

I. APPROVED BY
Barbara Joyner
DRRB Chairperson

J. DATE
100722

CDRL A00D – Personnel Report

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

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

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

**ENGINEERING SUPPORT SERVICES
(ESS)**

RFP N68936-08-R-0038

27 August 2008

The following work process is to be used to assign “points” for 10 criteria followed by a chart which takes the point totals determined and converts to an overall work level for the job (based upon Government Office of Personnel Management criteria to rank federal Civil Service jobs). There are 16 work levels (15 General Schedule (GS) levels, plus Senior Executive Service (SES)). Once the work level has been identified for the job, the appropriate contract labor category and level can be selected. The equivalent “Demo Program” labor category (used by the NAWCWD) and the current direct labor rates (China Lake and Point Mugu) for an equivalent Civil Service position are provided for comparative reference.

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

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

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

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

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

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

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

Description	Point Value (PV)
7. Personal Contacts: Covers contacts with persons not in the supervisory chain. Levels are based on what is required to make the initial contact, the difficulty of communicating with those contacted, and the setting in which the contacts take place.	
a. Contacts are with employees within the immediate organization, and/or with the general public in highly structured situations.	(10)
b. Contacts are with employees in the same establishment but outside the immediate organization, and/or with the general public in moderately structured settings.	(25)
c. Contacts are with individuals or groups from outside the establishment in a moderately unstructured setting. Contacts are not established on a routine basis, each contact is different, and the roles and of each party are established during the contact.	(60)
d. Personal contacts are with high-ranking officials from outside the establishment at national or international levels in highly unstructured settings.	(110)

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

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

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

WORK LEVEL

	FACTOR	POINTS
1.	Knowledge	
2.	Supervisory Duties	
3.	Supervisory Controls	
4.	Guidelines	
5.	Complexity	
6.	Scope and Effect	
7.	Personal Contacts	
8.	Purpose of Contacts	
9.	Physical Demands	
10.	Work Environment	
	Total Points	
	GS Equivalent (see below)	

RANGE OF GENERIC POINTS FOR "GS EQUIVALENCY"

GS EQUIVALENT	Low	High
1	190	254
2	255	454
3	455	654
4	655	854
5	855	1104
6	1105	1354
7	1355	1604
8	1605	1854
9	1855	2104
10	2105	2354
11	2355	2754
12	2755	3154
13	3155	3604
14	3605	4054
15	4055	4354
16 / SES	4355	and up

CONVERSION TABLE FOR EMPLOYEE QUALIFICATIONS

CONTRACT LABOR CATEGORY	GS EQUIVALENT	DEMO PROGRAM EQUIVALENT	POINTS RANGE
TECHNICAL STAFF			
STS-VI	16+/SES	DP-5/SES	4355 and higher
STS-V	14/15	DP-4	3605 - 4354
STS-IV	13	DP-3	3155 - 3604
TS-III	12	DP-3	2755 - 3154
TS-II	11	DP-2	2355 - 2754
TS-I	10 OR BELOW	DP-2	190 - 2354

SPECIALIST			
SST-V	13	DP-3	3155 - 3604
SST-IV	11/12	DS-3	2355 - 3154
ST-III	9/10	DS-2	1855 - 2354

SUPPORT STAFF			
SSS-V	8/9	DG-4	1605 - 2104
SSS-IV	6/7	DG-3	1105 - 1604
SS-III	5/6	DG-2	855 - 1354
SS-II	4/5	DG-1	655 - 1104

DEMO PROGRAM ACRONYMS:

SES Senior Executive Service
 DP Demo Professional
 DT Demo Technician
 DS Demo Specialist
 DA Demo Administrator
 DG Demo General

MEAN HOURLY RATES FOR FEDERAL EQUIVALENT POSITIONS
 BASED ON CALENDAR YEAR 2008 RATES

LABOR CATEGORY	FEDERAL EQUIVALENTS		MEAN HOURLY FEDERAL RATES	
	GS	DEMO		
TECHNICAL STAFF			Pt. Mugu	China Lake
STS-VI	16+/SES	DP-5/SES	\$86.75	\$82.77
STS-V	14/15	DP-4	\$68.43	\$62.21
STS-IV	13	DP-3	\$53.55	\$48.38
TS-III	12	DP-3	\$45.03	\$40.69
TS-II	11	DP-2	\$37.57	\$33.94
TS-I	9 OR BELOW	DP-2	\$31.05	\$26.73
SPECIALIST/TECHNICIAN				
SST-V	13	DP-3	\$53.22	\$48.38
SST-IV	11/12	DS/DT-3	\$41.05	\$37.32
ST-III	9/10	DS/DT-2	\$32.43	\$29.48
SUPPORT STAFF				
SSS-V	8/9	DG-4	\$29.40	\$26.73
SSS-IV	6/7	DG-3	\$23.97	\$21.79
SS-III	5/6	DG-2	\$21.54	\$19.58
SS-II	4/5	DG-1	\$19.28	\$17.53

NOTE: DO NOT USE THESE RATES IN COST PROPOSAL

Quality Assurance Surveillance Plan (QASP) for RFP N68936-08-R-0038

(a) Introduction: The contractor's performance under this contract will be evaluated by the Government as described below. The evaluation will encompass all work performed by the contractor during the performance period of each individual task order.

(b) Performance Ratings: The Government will evaluate the contractor's performance of each criterion in Table 2 using the following ratings:

TABLE 1: PERFORMANCE RATINGS

Overall Performance Rating	Definition
Exceptional	Performance meets contractual requirements and exceeds many to the government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective.
Satisfactory	Performance meets contractual requirements. The contractual performance of the element or sub-element being assessed contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element being assessed contains a serious problem(s) for which the contractor's corrective actions appear or were ineffective.

(c) Performance Evaluation Criteria. The contractor's performance under this contract will be evaluated using the criteria and standards identified in Table 2. All criteria and sub-elements (1, 2, 3, etc.) are weighted equally.

Quality Assurance Surveillance Plan (QASP) for RFP N68936-08-R-0038

(d) Organization. The performance evaluation organization consists of the Ordering Officer and the Contracting Officer's Representative (COR).

(1) Ordering Officer: The Ordering Officer is responsible for properly administering the performance evaluation process and maintaining the official performance evaluation file.

(2) COR: The COR maintains the written records of the contractor's performance so that a fair and accurate evaluation is obtained. The COR coordinates and compiles the evaluation reports.

(e) Evaluation Schedule. Each performance evaluation will be semi-annually of the base contract period. Within 15 calendar days after completion of the evaluation period, the contractor shall submit a Self-Evaluation Report for consideration. The Self-Evaluation report must include an overall performance rating for each criteria in Table 2 applicable to each task order within the evaluation period and may include whatever information the contractor deems relevant to support that rating. The Self-Evaluation report shall not exceed five (5) pages in length. Following each evaluation period, the Ordering Officer and the COR will hold a meeting with the contractor's Senior Technical Representative to review performance under the contract, including overall trends, specific problem areas, if any, and their resolution. Other government and contractor personnel may also participate as deemed appropriate.

(f) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this contract such as a Contractor Performance Assessment Reporting System (CPARS).

**Assurance Surveillance Plan (QASP) for
RFP N68936-08-R-0038**

Table 2

2 Performance Evaluation Criterion and Standards					
ard Y	Performance Standard (expectations) MARGINAL	Performance Standard (expectations) UNSATISFACTORY	ACCEPTABLE QUALITY LEVEL	INSEPTION TYPE & FREQUENCY	INCENTIVE OR REMEDY
ll ation nd ≤	A. The average of all Task Order Performance Evaluation Surveys is > 60% and ≤ 70%	A. The average of all Task Order Performance Evaluation Surveys is ≤ 60%	See Table 1	Inspection will be based upon customer surveys that will be sent out by the contractor and presented to the government during semi-annual quality reviews. The overall task order performance rating will be assigned by the Task Order Technical Assistant (TA).	Positive or Negative CPARS Input Inspection of Services FAR 52.246-5 Any task order receiving an overall acceptable quality level of less than satisfactory may be subject to no further effort awarded for the out-years.
ask is > he t of	B. The average of Task Order Performance Evaluation Surveys is > 60% and ≤ 70% in the area of Management of Personnel	B. The average of Task Order Performance Evaluation Surveys is ≤ 60% in the area of Management of Personnel			
on	C. Voluntary Attrition Rate is 16%-18%	C. Voluntary Attrition Rate is more than 18%			
of ng tion	D. The percentage of Task Orders requiring formal corrective action is 21 – 35%.	D. The percentage of Task Orders requiring formal corrective action is more than 35%.			
ask is > he	A The average of Task Order Performance Evaluation Surveys is > 60% and ≤ 70% in the area of Schedule	A. The average of Task Order Performance Evaluation Surveys is ≤ 60% in the area of Schedule	See Table 1	Inspection will be based upon customer surveys that will be sent out by the contractor and presented to the government during semi-annual quality reviews. The overall task order performance rating will be assigned by the Task Order Technical	Positive or Negative CPARS Input Inspection of Services FAR 52.246-5 Any task order receiving an overall acceptable quality level of less than satisfactory may be subject to no further effort awarded for the out-years.
v s are ays he	B. Responses to new Task Order requests are provided within 3 days more than 60% of the time.	B. Responses to new Task Order requests are provided within 3 days less than 60% of the time.			

**Assurance Surveillance Plan (QASP) for
RFP N68936-08-R-0038**

Table 2

				Assistant (TA).	
Material to the	All three criteria are above the agreed upon values.	All three criteria are significantly above the agreed upon values.	See Table 1	<p>Inspection will be based upon customer surveys that will be sent out by the contractor and presented to the government during semi-annual quality reviews.</p> <p>The overall task order performance rating will be assigned by the Task Order Technical Assistant (TA).</p>	<p>Positive or Negative CPARS Input</p> <p>Inspection of Services FAR 52.246-5</p> <p>Any task order receiving an overall acceptable quality level of less than satisfactory may be subject to no further effort awarded for the out-years.</p>
<p>Team</p> <p>Generally in a</p> <p>MB</p> <p>the</p> <p>ent.</p> <p>1e</p> <p>low</p>	<p>A. Occasionally fails to participate in the biweekly contract team meetings. Occasionally fails to communicate formally with the customer on a quarterly basis.</p> <p>B. Meets three of the four small business requirements.</p>	<p>A. Often fails to participate in biweekly contract team meetings. Often fails to communicate formally with the customer on a quarterly basis.</p> <p>B. Does not meet any of the four small business requirements.</p>	See Table 1	<p>Inspection will be based upon customer surveys that will be sent out by the contractor and presented to the government during semi-annual quality reviews.</p> <p>The overall task order performance rating will be assigned by the Task Order Technical Assistant (TA).</p>	<p>Positive or Negative CPARS Input</p> <p>Inspection of Services FAR 52.246-5</p> <p>Any task order receiving an overall acceptable quality level of less than satisfactory may be subject to no further effort awarded for the out-years.</p>

WD 05-2044 (Rev.-9) was first posted on www.wdol.gov on 04/21/2009

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.: 2005-2044
Revision No.: 9
Date Of Revision: 04/15/2009

State: California

Area: California County of Kern

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

OCCUPATION CODE - TITLE	MINIMUM WAGE RATE
01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	14.60
01012 - Accounting Clerk II	16.38
01013 - Accounting Clerk III	18.50
01020 - Administrative Assistant	21.14
01040 - Court Reporter	24.94
01051 - Data Entry Operator I	12.59
01052 - Data Entry Operator II	14.48
01060 - Dispatcher, Motor Vehicle	16.29
01070 - Document Preparation Clerk	13.41
01090 - Duplicating Machine Operator	13.41
01111 - General Clerk I	12.41
01112 - General Clerk II	14.83
01113 - General Clerk III	16.65
01120 - Housing Referral Assistant	19.17
01141 - Messenger Courier	10.49
01191 - Order Clerk I	12.81
01192 - Order Clerk II	13.96
01261 - Personnel Assistant (Employment) I	14.76
01262 - Personnel Assistant (Employment) II	17.56
01263 - Personnel Assistant (Employment) III	18.77
01270 - Production Control Clerk	22.23
01280 - Receptionist	10.65
01290 - Rental Clerk	12.27
01300 - Scheduler, Maintenance	15.46
01311 - Secretary I	15.46
01312 - Secretary II	17.46
01313 - Secretary III	19.28
01320 - Service Order Dispatcher	15.44
01410 - Supply Technician	21.14
01420 - Survey Worker	16.34
01531 - Travel Clerk I	12.25
01532 - Travel Clerk II	12.89
01533 - Travel Clerk III	13.97
01611 - Word Processor I	14.72
01612 - Word Processor II	16.51
01613 - Word Processor III	18.47

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	17.53
05010 - Automotive Electrician	18.24
05040 - Automotive Glass Installer	17.52
05070 - Automotive Worker	17.52
05110 - Mobile Equipment Servicer	15.83
05130 - Motor Equipment Metal Mechanic	18.99
05160 - Motor Equipment Metal Worker	17.52
05190 - Motor Vehicle Mechanic	18.99
05220 - Motor Vehicle Mechanic Helper	14.66
05250 - Motor Vehicle Upholstery Worker	17.00
05280 - Motor Vehicle Wrecker	17.52
05310 - Painter, Automotive	18.23
05340 - Radiator Repair Specialist	17.52
05370 - Tire Repairer	13.87
05400 - Transmission Repair Specialist	18.99
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.65
07041 - Cook I	13.10
07042 - Cook II	14.90
07070 - Dishwasher	9.15
07130 - Food Service Worker	9.28
07210 - Meat Cutter	13.81
07260 - Waiter/Waitress	8.97
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	16.54
09040 - Furniture Handler	12.87
09080 - Furniture Refinisher	16.54
09090 - Furniture Refinisher Helper	13.30
09110 - Furniture Repairer, Minor	15.21
09130 - Upholsterer	16.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.70
11060 - Elevator Operator	11.49
11090 - Gardener	12.33
11122 - Housekeeping Aide	11.49
11150 - Janitor	11.57
11210 - Laborer, Grounds Maintenance	11.82
11240 - Maid or Houseman	8.57
11260 - Pruner	10.79
11270 - Tractor Operator	14.02
11330 - Trail Maintenance Worker	11.82
11360 - Window Cleaner	11.93
12000 - Health Occupations	
12010 - Ambulance Driver	18.87
12011 - Breath Alcohol Technician	17.45
12012 - Certified Occupational Therapist Assistant	24.33
12015 - Certified Physical Therapist Assistant	24.87
12020 - Dental Assistant	14.86
12025 - Dental Hygienist	41.51
12030 - EKG Technician	26.51
12035 - Electroneurodiagnostic Technologist	26.51
12040 - Emergency Medical Technician	18.87
12071 - Licensed Practical Nurse I	15.84
12072 - Licensed Practical Nurse II	17.76
12073 - Licensed Practical Nurse III	19.78
12100 - Medical Assistant	14.04
12130 - Medical Laboratory Technician	14.37
12160 - Medical Record Clerk	12.84
12190 - Medical Record Technician	14.36

12195 - Medical Transcriptionist	15.95
12210 - Nuclear Medicine Technologist	38.97
12221 - Nursing Assistant I	9.33
12222 - Nursing Assistant II	10.49
12223 - Nursing Assistant III	11.44
12224 - Nursing Assistant IV	12.84
12235 - Optical Dispenser	14.73
12236 - Optical Technician	15.84
12250 - Pharmacy Technician	16.58
12280 - Phlebotomist	15.00
12305 - Radiologic Technologist	25.81
12311 - Registered Nurse I	23.27
12312 - Registered Nurse II	28.47
12313 - Registered Nurse II, Specialist	28.47
12314 - Registered Nurse III	34.47
12315 - Registered Nurse III, Anesthetist	34.47
12316 - Registered Nurse IV	41.29
12317 - Scheduler (Drug and Alcohol Testing)	20.81
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.02
13012 - Exhibits Specialist II	24.81
13013 - Exhibits Specialist III	30.34
13041 - Illustrator I	20.02
13042 - Illustrator II	24.81
13043 - Illustrator III	30.34
13047 - Librarian	27.51
13050 - Library Aide/Clerk	14.08
13054 - Library Information Technology Systems Administrator	24.81
13058 - Library Technician	17.70
13061 - Media Specialist I	17.91
13062 - Media Specialist II	20.02
13063 - Media Specialist III	22.33
13071 - Photographer I	16.89
13072 - Photographer II	20.14
13073 - Photographer III	24.43
13074 - Photographer IV	28.63
13075 - Photographer V	34.64
13110 - Video Teleconference Technician	16.48
14000 - Information Technology Occupations	
14041 - Computer Operator I	16.23
14042 - Computer Operator II	18.74
14043 - Computer Operator III	20.89
14044 - Computer Operator IV	23.23
14045 - Computer Operator V	25.71
14071 - Computer Programmer I (1)	27.62
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	17.44
14160 - Personal Computer Support Technician	25.27
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.32
15020 - Aircrew Training Devices Instructor (Rated)	36.71
15030 - Air Crew Training Devices Instructor (Pilot)	40.44
15050 - Computer Based Training Specialist / Instructor	26.35
15060 - Educational Technologist	26.61
15070 - Flight Instructor (Pilot)	40.44

15080	- Graphic Artist	19.07
15090	- Technical Instructor	18.61
15095	- Technical Instructor/Course Developer	22.06
15110	- Test Proctor	16.40
15120	- Tutor	16.40
16000	- Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010	- Assembler	9.02
16030	- Counter Attendant	9.02
16040	- Dry Cleaner	10.82
16070	- Finisher, Flatwork, Machine	9.02
16090	- Presser, Hand	9.02
16110	- Presser, Machine, Drycleaning	9.02
16130	- Presser, Machine, Shirts	9.02
16160	- Presser, Machine, Wearing Apparel, Laundry	9.02
16190	- Sewing Machine Operator	11.43
16220	- Tailor	12.05
16250	- Washer, Machine	9.60
19000	- Machine Tool Operation And Repair Occupations	
19010	- Machine-Tool Operator (Tool Room)	21.51
19040	- Tool And Die Maker	26.44
21000	- Materials Handling And Packing Occupations	
21020	- Forklift Operator	12.12
21030	- Material Coordinator	22.23
21040	- Material Expediter	22.23
21050	- Material Handling Laborer	10.73
21071	- Order Filler	12.17
21080	- Production Line Worker (Food Processing)	12.32
21110	- Shipping Packer	13.93
21130	- Shipping/Receiving Clerk	13.93
21140	- Store Worker I	10.83
21150	- Stock Clerk	14.21
21210	- Tools And Parts Attendant	12.30
21410	- Warehouse Specialist	12.30
23000	- Mechanics And Maintenance And Repair Occupations	
23010	- Aerospace Structural Welder	27.50
23021	- Aircraft Mechanic I	26.12
23022	- Aircraft Mechanic II	27.50
23023	- Aircraft Mechanic III	28.91
23040	- Aircraft Mechanic Helper	20.59
23050	- Aircraft, Painter	21.75
23060	- Aircraft Servicer	23.57
23080	- Aircraft Worker	24.61
23110	- Appliance Mechanic	20.56
23120	- Bicycle Repairer	15.26
23125	- Cable Splicer	28.52
23130	- Carpenter, Maintenance	20.78
23140	- Carpet Layer	16.93
23160	- Electrician, Maintenance	25.63
23181	- Electronics Technician Maintenance I	24.73
23182	- Electronics Technician Maintenance II	26.22
23183	- Electronics Technician Maintenance III	27.85
23260	- Fabric Worker	19.10
23290	- Fire Alarm System Mechanic	20.94
23310	- Fire Extinguisher Repairer	17.87
23311	- Fuel Distribution System Mechanic	24.52
23312	- Fuel Distribution System Operator	21.23
23370	- General Maintenance Worker	17.48
23380	- Ground Support Equipment Mechanic	26.12
23381	- Ground Support Equipment Servicer	23.57
23382	- Ground Support Equipment Worker	24.61

23391	- Gunsmith I	17.87
23392	- Gunsmith II	20.31
23393	- Gunsmith III	22.77
23410	- Heating, Ventilation And Air-Conditioning Mechanic	19.89
23411	- Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	
20.96		
23430	- Heavy Equipment Mechanic	19.75
23440	- Heavy Equipment Operator	24.20
23460	- Instrument Mechanic	25.68
23465	- Laboratory/Shelter Mechanic	21.54
23470	- Laborer	11.28
23510	- Locksmith	19.56
23530	- Machinery Maintenance Mechanic	22.36
23550	- Machinist, Maintenance	20.44
23580	- Maintenance Trades Helper	13.30
23591	- Metrology Technician I	25.68
23592	- Metrology Technician II	27.04
23593	- Metrology Technician III	28.42
23640	- Millwright	22.63
23710	- Office Appliance Repairer	21.82
23760	- Painter, Maintenance	19.38
23790	- Pipefitter, Maintenance	21.30
23810	- Plumber, Maintenance	20.45
23820	- Pneudraulic Systems Mechanic	22.77
23850	- Rigger	22.77
23870	- Scale Mechanic	20.31
23890	- Sheet-Metal Worker, Maintenance	21.10
23910	- Small Engine Mechanic	18.62
23931	- Telecommunications Mechanic I	23.11
23932	- Telecommunications Mechanic II	25.17
23950	- Telephone Lineman	22.97
23960	- Welder, Combination, Maintenance	21.62
23965	- Well Driller	23.03
23970	- Woodcraft Worker	22.77
23980	- Woodworker	17.87
24000	- Personal Needs Occupations	
24570	- Child Care Attendant	10.46
24580	- Child Care Center Clerk	10.15
24610	- Chore Aide	13.07
24620	- Family Readiness And Support Services Coordinator	13.33
24630	- Homemaker	17.39
25000	- Plant And System Operations Occupations	
25010	- Boiler Tender	27.38
25040	- Sewage Plant Operator	20.85
25070	- Stationary Engineer	27.38
25190	- Ventilation Equipment Tender	19.27
25210	- Water Treatment Plant Operator	20.85
27000	- Protective Service Occupations	
27004	- Alarm Monitor	15.75
27007	- Baggage Inspector	10.93
27008	- Corrections Officer	30.67
27010	- Court Security Officer	27.46
27030	- Detection Dog Handler	12.22
27040	- Detention Officer	30.67
27070	- Firefighter	26.42
27101	- Guard I	10.93
27102	- Guard II	12.22
27131	- Police Officer I	29.31
27132	- Police Officer II	32.53
28000	- Recreation Occupations	

28041	- Carnival Equipment Operator	13.24
28042	- Carnival Equipment Repairer	14.27
28043	- Carnival Equipment Worker	8.73
28210	- Gate Attendant/Gate Tender	12.73
28310	- Lifeguard	11.01
28350	- Park Attendant (Aide)	14.24
28510	- Recreation Aide/Health Facility Attendant	10.09
28515	- Recreation Specialist	14.91
28630	- Sports Official	11.34
28690	- Swimming Pool Operator	16.93
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	23.41
29020	- Hatch Tender	23.41
29030	- Line Handler	23.41
29041	- Stevedore I	19.86
29042	- Stevedore II	24.83
30000	- Technical Occupations	
30010	- Air Traffic Control Specialist, Center (HFO) (2)	35.15
30011	- Air Traffic Control Specialist, Station (HFO) (2)	24.24
30012	- Air Traffic Control Specialist, Terminal (HFO) (2)	26.69
30021	- Archeological Technician I	18.80
30022	- Archeological Technician II	21.03
30023	- Archeological Technician III	26.03
30030	- Cartographic Technician	29.70
30040	- Civil Engineering Technician	26.11
30061	- Drafter/CAD Operator I	19.91
30062	- Drafter/CAD Operator II	26.44
30063	- Drafter/CAD Operator III	26.80
30064	- Drafter/CAD Operator IV	32.98
30081	- Engineering Technician I	16.07
30082	- Engineering Technician II	19.17
30083	- Engineering Technician III	22.27
30084	- Engineering Technician IV	27.24
30085	- Engineering Technician V	33.34
30086	- Engineering Technician VI	38.36
30090	- Environmental Technician	22.13
30210	- Laboratory Technician	21.92
30240	- Mathematical Technician	27.58
30361	- Paralegal/Legal Assistant I	19.27
30362	- Paralegal/Legal Assistant II	24.50
30363	- Paralegal/Legal Assistant III	29.97
30364	- Paralegal/Legal Assistant IV	36.24
30390	- Photo-Optics Technician	27.58
30461	- Technical Writer I	28.30
30462	- Technical Writer II	34.61
30463	- Technical Writer III	41.88
30491	- Unexploded Ordnance (UXO) Technician I	22.34
30492	- Unexploded Ordnance (UXO) Technician II	27.03
30493	- Unexploded Ordnance (UXO) Technician III	32.40
30494	- Unexploded (UXO) Safety Escort	22.34
30495	- Unexploded (UXO) Sweep Personnel	22.34
30620	- Weather Observer, Combined Upper Air Or Surface Programs (3)	24.94
30621	- Weather Observer, Senior (3)	25.90
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	10.33
31030	- Bus Driver	15.15
31043	- Driver Courier	12.97
31260	- Parking and Lot Attendant	10.08
31290	- Shuttle Bus Driver	13.90
31310	- Taxi Driver	10.82

31361 - Truckdriver, Light	13.90
31362 - Truckdriver, Medium	17.49
31363 - Truckdriver, Heavy	18.02
31364 - Truckdriver, Tractor-Trailer	18.02
99000 - Miscellaneous Occupations	
99030 - Cashier	10.75
99050 - Desk Clerk	8.83
99095 - Embalmer	23.59
99251 - Laboratory Animal Caretaker I	9.15
99252 - Laboratory Animal Caretaker II	9.70
99310 - Mortician	23.59
99410 - Pest Controller	12.64
99510 - Photofinishing Worker	11.74
99710 - Recycling Laborer	18.27
99711 - Recycling Specialist	21.39
99730 - Refuse Collector	16.67
99810 - Sales Clerk	11.28
99820 - School Crossing Guard	10.62
99830 - Survey Party Chief	25.71
99831 - Surveying Aide	17.06
99832 - Surveying Technician	23.38
99840 - Vending Machine Attendant	13.33
99841 - Vending Machine Repairer	16.69
99842 - Vending Machine Repairer Helper	14.35

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

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

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

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

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

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

ordance, 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.

WD 05-2072 (Rev.-10) was first posted on www.wdol.gov on 03/31/2009

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.: 2005-2072
Revision No.: 10
Date Of Revision: 03/23/2009

State: California

Area: California County of Ventura

****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	10.86
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	12.71
01532 - Travel Clerk II	13.60
01533 - Travel Clerk III	14.33
01611 - Word Processor I	15.03
01612 - Word Processor II	16.87
01613 - Word Processor III	18.76

05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	24.09
05010 - Automotive Electrician	22.68
05040 - Automotive Glass Installer	21.31
05070 - Automotive Worker	21.31
05110 - Mobile Equipment Servicer	19.59
05130 - Motor Equipment Metal Mechanic	24.09
05160 - Motor Equipment Metal Worker	21.31
05190 - Motor Vehicle Mechanic	24.09
05220 - Motor Vehicle Mechanic Helper	18.80
05250 - Motor Vehicle Upholstery Worker	20.85
05280 - Motor Vehicle Wrecker	21.31
05310 - Painter, Automotive	22.69
05340 - Radiator Repair Specialist	21.31
05370 - Tire Repairer	14.54
05400 - Transmission Repair Specialist	24.09
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.40
07041 - Cook I	14.48
07042 - Cook II	15.40
07070 - Dishwasher	9.89
07130 - Food Service Worker	10.85
07210 - Meat Cutter	18.66
07260 - Waiter/Waitress	10.83
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	18.45
09040 - Furniture Handler	11.72
09080 - Furniture Refinisher	17.35
09090 - Furniture Refinisher Helper	13.96
09110 - Furniture Repairer, Minor	16.18
09130 - Upholsterer	17.35
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.20
11060 - Elevator Operator	11.25
11090 - Gardener	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	11.98
11270 - Tractor Operator	17.15
11330 - Trail Maintenance Worker	13.09
11360 - Window Cleaner	14.99
12000 - Health Occupations	
12010 - Ambulance Driver	18.07
12011 - Breath Alcohol Technician	17.82
12012 - Certified Occupational Therapist Assistant	31.09
12015 - Certified Physical Therapist Assistant	19.86
12020 - Dental Assistant	16.57
12025 - Dental Hygienist	26.98
12030 - EKG Technician	27.26
12035 - Electroneurodiagnostic Technologist	27.26
12040 - Emergency Medical Technician	17.82
12071 - Licensed Practical Nurse I	16.46
12072 - Licensed Practical Nurse II	18.41
12073 - Licensed Practical Nurse III	22.42
12100 - Medical Assistant	14.56
12130 - Medical Laboratory Technician	18.27
12160 - Medical Record Clerk	15.93
12190 - Medical Record Technician	17.82

12195 - Medical Transcriptionist	17.79
12210 - Nuclear Medicine Technologist	40.56
12221 - Nursing Assistant I	9.69
12222 - Nursing Assistant II	10.89
12223 - Nursing Assistant III	11.81
12224 - Nursing Assistant IV	13.67
12235 - Optical Dispenser	16.45
12236 - Optical Technician	17.01
12250 - Pharmacy Technician	17.34
12280 - Phlebotomist	14.19
12305 - Radiologic Technologist	26.67
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	22.95
13012 - Exhibits Specialist II	28.43
13013 - Exhibits Specialist III	34.78
13041 - Illustrator I	22.71
13042 - Illustrator II	28.13
13043 - Illustrator III	35.13
13047 - Librarian	29.23
13050 - Library Aide/Clerk	16.49
13054 - Library Information Technology Systems Administrator	23.43
13058 - Library Technician	21.13
13061 - Media Specialist I	16.91
13062 - Media Specialist II	18.92
13063 - Media Specialist III	21.09
13071 - Photographer I	16.73
13072 - Photographer II	20.70
13073 - Photographer III	26.61
13074 - Photographer IV	35.57
13075 - Photographer V	39.24
13110 - Video Teleconference Technician	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	36.03
15070 - Flight Instructor (Pilot)	49.43

15080 - Graphic Artist	24.07
15090 - Technical Instructor	23.55
15095 - Technical Instructor/Course Developer	28.80
15110 - Test Proctor	19.01
15120 - Tutor	19.01
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.41
16030 - Counter Attendant	9.41
16040 - Dry Cleaner	11.28
16070 - Finisher, Flatwork, Machine	9.41
16090 - Presser, Hand	9.41
16110 - Presser, Machine, Drycleaning	9.41
16130 - Presser, Machine, Shirts	9.41
16160 - Presser, Machine, Wearing Apparel, Laundry	9.41
16190 - Sewing Machine Operator	11.94
16220 - Tailor	12.61
16250 - Washer, Machine	10.01
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	17.95
19040 - Tool And Die Maker	20.95
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.31
21030 - Material Coordinator	23.10
21040 - Material Expediter	23.10
21050 - Material Handling Laborer	13.02
21071 - Order Filler	13.31
21080 - Production Line Worker (Food Processing)	14.31
21110 - Shipping Packer	15.08
21130 - Shipping/Receiving Clerk	15.08
21140 - Store Worker I	11.30
21150 - Stock Clerk	16.13
21210 - Tools And Parts Attendant	14.31
21410 - Warehouse Specialist	14.31
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	29.01
23021 - Aircraft Mechanic I	27.51
23022 - Aircraft Mechanic II	29.01
23023 - Aircraft Mechanic III	30.15
23040 - Aircraft Mechanic Helper	19.27
23050 - Aircraft, Painter	25.88
23060 - Aircraft Servicer	22.10
23080 - Aircraft Worker	23.08
23110 - Appliance Mechanic	20.49
23120 - Bicycle Repairer	14.54
23125 - Cable Splicer	26.40
23130 - Carpenter, Maintenance	27.29
23140 - Carpet Layer	21.04
23160 - Electrician, Maintenance	30.18
23181 - Electronics Technician Maintenance I	26.46
23182 - Electronics Technician Maintenance II	28.18
23183 - Electronics Technician Maintenance III	29.92
23260 - Fabric Worker	19.65
23290 - Fire Alarm System Mechanic	20.27
23310 - Fire Extinguisher Repairer	18.19
23311 - Fuel Distribution System Mechanic	24.73
23312 - Fuel Distribution System Operator	18.91
23370 - General Maintenance Worker	23.26
23380 - Ground Support Equipment Mechanic	27.51
23381 - Ground Support Equipment Servicer	20.09
23382 - Ground Support Equipment Worker	23.08

23391 - Gunsmith I	18.19
23392 - Gunsmith II	21.04
23393 - Gunsmith III	23.79
23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.29
23411 - Heating, Ventilation And Air Contdditioning Mechanic (Research Facility)	
24.59	
23430 - Heavy Equipment Mechanic	26.36
23440 - Heavy Equipment Operator	29.39
23460 - Instrument Mechanic	23.79
23465 - Laboratory/Shelter Mechanic	22.41
23470 - Laborer	13.40
23510 - Locksmith	20.49
23530 - Machinery Maintenance Mechanic	24.65
23550 - Machinist, Maintenance	24.51
23580 - Maintenance Trades Helper	13.96
23591 - Metrology Technician I	23.79
23592 - Metrology Technician II	25.20
23593 - Metrology Technician III	26.17
23640 - Millwright	23.79
23710 - Office Appliance Repairer	21.32
23760 - Painter, Maintenance	21.05
23790 - Pipefitter, Maintenance	23.11
23810 - Plumber, Maintenance	21.76
23820 - Pneudraulic Systems Mechanic	23.79
23850 - Rigger	23.79
23870 - Scale Mechanic	21.04
23890 - Sheet-Metal Worker, Maintenance	21.78
23910 - Small Engine Mechanic	19.24
23931 - Telecommunications Mechanic I	22.55
23932 - Telecommunications Mechanic II	23.88
23950 - Telephone Lineman	24.27
23960 - Welder, Combination, Maintenance	19.60
23965 - Well Driller	23.79
23970 - Woodcraft Worker	23.79
23980 - Woodworker	15.80
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	13.05
24580 - Child Care Center Clerk	17.11
24610 - Chore Aide	10.43
24620 - Family Readiness And Support Services Coordinator	16.50
24630 - Homemaker	17.17
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	24.96
25040 - Sewage Plant Operator	26.21
25070 - Stationary Engineer	22.76
25190 - Ventilation Equipment Tender	17.41
25210 - Water Treatment Plant Operator	26.21
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.87
27007 - Baggage Inspector	12.80
27008 - Corrections Officer	29.13
27010 - Court Security Officer	29.76
27030 - Detection Dog Handler	19.70
27040 - Detention Officer	29.13
27070 - Firefighter	28.78
27101 - Guard I	12.80
27102 - Guard II	19.70
27131 - Police Officer I	35.71
27132 - Police Officer II	39.68
28000 - Recreation Occupations	

28041	- Carnival Equipment Operator	13.59
28042	- Carnival Equipment Repairer	14.64
28043	- Carnival Equipment Worker	10.30
28210	- Gate Attendant/Gate Tender	14.87
28310	- Lifeguard	12.55
28350	- Park Attendant (Aide)	16.64
28510	- Recreation Aide/Health Facility Attendant	12.14
28515	- Recreation Specialist	16.72
28630	- Sports Official	13.25
28690	- Swimming Pool Operator	20.34
29000	- Stevedoring/Longshoremen Occupational Services	
29010	- Blocker And Bracer	26.62
29020	- Hatch Tender	26.62
29030	- Line Handler	26.62
29041	- Stevedore I	26.53
29042	- Stevedore II	29.81
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	22.17
30022	- Archeological Technician II	24.90
30023	- Archeological Technician III	30.84
30030	- Cartographic Technician	30.84
30040	- Civil Engineering Technician	28.51
30061	- Drafter/CAD Operator I	22.26
30062	- Drafter/CAD Operator II	24.90
30063	- Drafter/CAD Operator III	27.59
30064	- Drafter/CAD Operator IV	34.16
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	25.20
30210	- Laboratory Technician	24.62
30240	- Mathematical Technician	30.73
30361	- Paralegal/Legal Assistant I	21.10
30362	- Paralegal/Legal Assistant II	26.14
30363	- Paralegal/Legal Assistant III	31.98
30364	- Paralegal/Legal Assistant IV	38.69
30390	- Photo-Optics Technician	27.94
30461	- Technical Writer I	24.49
30462	- Technical Writer II	29.95
30463	- Technical Writer III	36.24
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)	24.90
30621	- Weather Observer, Senior (2)	30.29
31000	- Transportation/Mobile Equipment Operation Occupations	
31020	- Bus Aide	12.96
31030	- Bus Driver	18.67
31043	- Driver Courier	12.90
31260	- Parking and Lot Attendant	10.31
31290	- Shuttle Bus Driver	14.07
31310	- Taxi Driver	10.70

31361 - Truckdriver, Light	14.07
31362 - Truckdriver, Medium	14.89
31363 - Truckdriver, Heavy	21.78
31364 - Truckdriver, Tractor-Trailer	21.78
99000 - Miscellaneous Occupations	
99030 - Cashier	12.13
99050 - Desk Clerk	10.43
99095 - Embalmer	24.82
99251 - Laboratory Animal Caretaker I	12.42
99252 - Laboratory Animal Caretaker II	13.55
99310 - Mortician	24.82
99410 - Pest Controller	15.55
99510 - Photofinishing Worker	15.95
99710 - Recycling Laborer	17.75
99711 - Recycling Specialist	21.69
99730 - Refuse Collector	15.79
99810 - Sales Clerk	15.25
99820 - School Crossing Guard	11.06
99830 - Survey Party Chief	25.27
99831 - Surveying Aide	14.99
99832 - Surveying Technician	20.56
99840 - Vending Machine Attendant	16.14
99841 - Vending Machine Repairer	18.63
99842 - Vending Machine Repairer Helper	16.14

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.24 per hour computed on the basis of all hours worked by service employees employed on the contract.

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

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

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

1) **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 link 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.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION				1. CLEARANCE AND SAFEGUARDING	
<i>(The requirements of the DoD National Industrial Security Program Operating Manual apply to all security aspects of this effort.)</i>				a. FACILITY CLEARANCE REQUIRED	
				SECRET	
				b. LEVEL OF SAFEGUARDING REQUIRED	
				SECRET	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>		
X	a. PRIME CONTRACT NUMBER N68936-09-D-0040	X	a. ORIGINAL <i>(Complete date in all cases)</i>	DATE (YYYYMMDD) 20090527	
	b. SUBCONTRACT NUMBER		b. REVISED <i>(Supersedes all previous specs)</i>	Revision Number	DATE (YYYYMMDD)
	c. SOLICITATION OR OTHER NUMBER N68936-08-R-0038	DUE DATE (YYYYMMDD)	c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If YES, complete the following:					
Classified material received or generated under N68936-06-D-0001 (preceding contract number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DO FORM 2547? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If YES, complete the following:					
In response to the contractor's request dated _____ retention of the identified classified material is authorized for the period of _____					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE Jacobs Technology Inc. 600 William Northern Blvd. Tullahoma, TN 37388		b. CAGE CODE 07486	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> Defense Security Service Bldg. 3216, Little John Drive Huntsville, AL 35898		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE N/A		b. CAGE CODE N/A	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> N/A		
8. ACTUAL PERFORMANCE					
a. LOCATION Jacobs Technology Inc., Naval Systems Group 1550 N. Norma Street Ridgecrest, CA 93555		b. CAGE CODE 03QT6	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> Defense Security Service 3452 E. Foothill Boulevard, Suite 524 Pasadena, CA 91107-3142		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Provide contractor systems engineering support services to the NAWCWD and its customers. COR: Michael Cash, (760) 939-8481, ACOR: Bradley Glasco, (760) 939-9167					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>
b. RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>
e. INTELLIGENCE INFORMATION:		<input type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY	<input type="checkbox"/>
(1) SENSITIVE COMPARTMENT INFORMATION (SCI)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input checked="" type="checkbox"/>
(2) NON-SCI		<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>
f. SPECIAL ACCESS INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/>
g. NATO INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER <i>(Specify)</i> .	<input type="checkbox"/>
k. OTHER <i>(Specify)</i> SIPRNET ACCESS REQUIRED		<input checked="" type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>

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

Direct Through (Specify):

Transmission by non-secure facsimile or E-mail is NOT authorized (by Prime or sub contractor(s))
 Commander, NAWCWD, 1 Admin Circle, Stop 1301, Attn: 741000, China Lake, CA 93555-6100

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs) for review.
 In the case of non-DoD User Agencies, requests for clearance shall be submitted to that agency.

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

10a: Classified COMSEC material is not releasable to contractor employees who have not received a FINAL Clearance at the appropriate security level. COMSEC access shall be IAW DoD 5220.22-M. COMSEC information and materials are subject to the controls of and restrictions specified in the National Security Agency NSA/CSS Policy Manual, 3-16, dated 05 August 2005. When access is required at government facilities, contractor personnel will adhere to COMSEC rules and regulations as mandated by EKMS 1A (or applicable series) and command policy and procedures. Written concurrence of the Contracting Officer's Security Representative (COSR) is required prior to subcontracting.

10a(2): Non-SCI information is not releasable to contractor employees who have not received a Clearance at the appropriate security level. Written concurrence of the Contracting Officer's Security Representative (COSR) is required prior to subcontracting. Access to intelligence information required for performance. Contractor shall comply with Naval Air Warfare Center Aircraft Division Scientific and Technical Intelligence Liaison Officer memo of 01 JUN 99 (attached).

Reviewed by: *Sharon R. Smith, 28 May 2009*
 Intelligence Officer, Sharon R. Smith

10g: Personnel not assigned to a NATO staff position, but requiring access to NATO COMSEC 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.

10h: FGI information is not releasable to contractor employees who have not received a FINAL Clearance at the appropriate security level. Written concurrence of the Contracting Officer's Security Representative (COSR) is required prior to subcontracting.

10j: For Official Use Only (FOUO) information generated and/or provided under this contract shall be safeguarded and marked as specified in DoD 5400.7-R, chapter 3 and DoD 5200.1-R, Appendix 3 (attached).

PLEASE SEE SUPPLEMENTAL ATTACHMENT FOR ADDITIONAL SECURITY REQUIREMENTS

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to NISPOM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 15 if additional space is needed.)

<input checked="" type="checkbox"/>	YES	<input type="checkbox"/>	NO
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OPSEC CDRL in contract

14. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 15 if additional space is needed.)

<input type="checkbox"/>	YES	<input checked="" type="checkbox"/>	NO
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NONE

15. 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)
MARK A. DAVIS	CONTRACTING OFFICER'S SECURITY REPRESENTATIVE (COSR)	(301) 342-8045

d. ADDRESS (Include Zip Code) COMMANDER ATTN: 7.4.1, B2272, R074, 47123 BUSE ROAD NAVAL AIR WARFARE CENTER AIRCRAFT DIVISION PATUXENT RIVER, MD 20670-1547	17. REQUIRED DISTRIBUTION	
	<input checked="" type="checkbox"/>	a. CONTRACTOR
	<input type="checkbox"/>	b. SUBCONTRACTOR
	<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
	<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION

e. SIGNATURE	f. ADMINISTRATIVE CONTRACTING OFFICER
<i>Mark A. Davis 5/28/09</i>	<input checked="" type="checkbox"/>
	g. OTHERS AS NECESSARY COR, COSR

SUPPLEMENTAL ATTACHMENT FOR SOLICITATION DD254 N68936-08-D-0001**Item 13 Cont'd:**

10c: Secret Internet Protocol Network (SIPRNET) access required. The contractor shall not access, download, or further disseminate any special access data (i.e., intelligence, NATO, COMSEC, etc.) outside the execution of the defined contract requirements and without the guidance and written permission of the NAVAIR/NAWCAD STILO. In the event that any special access is required, the COR or TPOC must modify the requirements for submission to AIR-7.4.1 for DD Form 254 revision. Contractor shall prepare and submit to AIR-7.2.6, along with DD Form 254, the SIPRNET Access Request (BAR) Form prior to receiving access.

11c: Classification guidance must be provided to the contractor. The COR/TPOC is responsible for ensuring that distribution statements are placed on all classified and unclassified technical documents.

11f: Contractor access to U.S. classified information OCONUS required. Locations to be determined.

11j: OPSEC: The contractor shall develop, implement and maintain a facility level OPSEC Program to protect critical information to be used at the contractor facility during the performance of this contract. Contract data requirements list (CDRL) and data item description (DID) are a component of the contract. A Draft OPSEC Plan must be submitted to Commander, Naval Air System Command, ATTN: OPSEC Office, 22514 McCoy Road, Bldg. 483, Rm. 110, Patuxent River, MD, within 90 days of contract award. A Final OPSEC Plan is due 45 days from the date that the Draft OPSEC Plan is approved.

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.

If additional security classification is required, contact the COSR.

END*****

**ATTACHMENT 6
WITHHELD IN ITS
ENTIRETY**

**ATTACHMENT 7
WITHHELD IN ITS
ENTIRETY**